

CALIFORNIA ENERGY COMMISSION

ADMINISTRATIVE AND FINANCIAL MANAGEMENT SERVICES DIVISION
CONTRACTS, GRANTS, AND LOANS
1516 NINTH STREET, MS-18
SACRAMENTO, CA 95814-5512
(916) 654-4381
www.energy.ca.gov



May 27, 2016

Linda Cloud
The Local Government Commission
980 9th Street, Suite 1700
Sacramento, CA 95814

Dear Ms. Cloud:

GRANT AWARD NUMBER: EPC-15-067



Enclosed for your records is a fully executed copy of the above-referenced agreement.

Should you have any questions, please feel free to contact me at (916) 654-5186 or Angela.Hockaday@energy.ca.gov.

Sincerely,


A handwritten signature in blue ink, appearing to read "Angela Hockaday".

Angela Hockaday
Commission Agreement Officer

Enclosure


cc: Joshua Croft, Commission Agreement Manager, MS-51
Accounting, MS-2
File



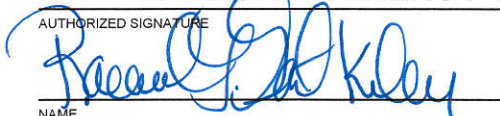
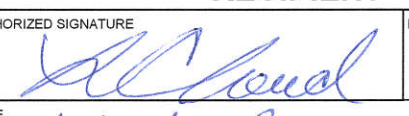
RECIPIENT The Local Government Commission	AGREEMENT NUMBER EPC-15-067
ADDRESS 980 9 th Street, Suite 1700 Sacramento, CA 95814	AGREEMENT TERM June 1, 2016 to March 31, 2018  The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

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

Exhibit A – Scope of Work	Page(s): 28
Exhibit A – Attachments	Page(s): 4
Exhibit B – Budget	Page(s): 17
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REIMBURSABLE AMOUNT \$ 1,500,000
MATCH SHARE \$ 12,445
TOTAL \$ 1,512,445 

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

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE 	DATE 6/7/16	AUTHORIZED SIGNATURE 	DATE 5/19/16
NAME Rachel L. Grant Kiley		NAME Linda Cloud	
TITLE Contracts, Grants and Loans Office Manager		TITLE Managing Director	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 1, Sacramento, CA 95814			

**Exhibit A
Scope of Work
Local Government Commission**

I. TASK ACRONYM/TERM LISTS

A. Task List

Task #	CPR1	Task Name
1		General Project Tasks
2		Project Pipeline
3		Funding Platform
4	X	Verification Toolkit
5		Fresno Community Design and Recommendations
6		Evaluation of Project Benefits
7		Technology/Knowledge Transfer Activities

B. Acronym/Term List

Acronym/Term	Meaning
AEC	Advanced Energy Community
BRT	Bus Rapid Transit
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CPR	Critical Project Review
CPUC	California Public Utilities Commission
EM&V	Evaluation Measurement and Verification
Energy Commission	California Energy Commission
EPIC	Electric Program Investment Charge

¹ 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 Local Government Commission

Presently, funding is isolated and fragmented, or where multiple funding mechanisms are available (e.g. Cap and Trade) discrete requirements introduce significant complexity and undermine the ability of communities to respond effectively.

Solution

The ICRM will create a comprehensive business and financial model that allows local decision makers to integrate funding to encourage integrated/comprehensive projects that have the potential for deeper resource savings, and a greater pace of project implementation throughout the community. Additionally, the ICRM reporting system will verify and aggregate energy, greenhouse gas (GHG) emission reductions, and water savings accomplishments at the project, community, and agency level in a format that is consistent with each State's legislative, executive, and strategic goals. Such reporting will be used to help track individual and widespread AEC management objectives and will also drive innovation in the application of innovative funding to meet constituent needs.

The ICRM will also define a flexible model that will provide the tools and processes needed for any community to become an AEC through the strategic application of funding mechanisms to project development through a common verification and reporting infrastructure. The ICRM will define how a large number of existing funding mechanisms can be bundled and cross leveraged to align with a larger number of total projects, and projects with greater sustainability value. The ICRM will also define gaps in the funding market that impede the ability of disadvantaged communities to become an AEC and catalog how to access various funds, so they can be effectively leveraged with other private and institutional funding mechanisms to increase efficiency and resource savings and in order to attract greater private sector investment.

C. Goals and Objectives of the Agreement

Agreement Goals

The goals of this Agreement are to:

- Develop a comprehensive business and financial model for an ICRM that encourages coordinated funding, integrated projects and deeper project savings.
- Enable decision makers, investors, and agencies to verify and report more comprehensive resource savings from projects completed within AEC.
- Enable more efficient and effective access to, and application of, state agency and private sector funds.

Ratepayer Benefits:³ This Agreement will result in greater electricity reliability, and lower costs, by providing a platform that will drive more project development, incorporate deeper project

³ 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).

Exhibit A
Scope of Work
Local Government Commission

- Create a funding development and coordination platform for implementation in the Phase 1 project funding that defines how to combine and cross-leverage funding mechanisms to develop more projects communitywide.
- Define a verification process and data architecture to record and aggregate community wide project savings for implementation.
- Use the ICRM model to develop a Fresno Master Community Design and Community Recommendation Report for various priority planning corridors that identifies projects, financing, and aggregated resource savings that can be reported in a format that is consistent with the State's legislative, executive, and strategic goals.
- Use the ICRM model to develop recommendation reports that identify for local planners and state agencies how to implement the Fresno Master Community Design and what project resource outcomes will be.
- Implement an outreach strategy that supports widespread understanding of the ICRM model.

Exhibit A Scope of Work Local Government Commission

The following describes the accepted formats for electronic data and documents provided to the Energy Commission 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.
 - Documents intended for public distribution will be in PDF file format. The Recipient must also provide the native Microsoft file format.
 - 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 Energy Commission'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, the Commission Agreement Officer (CAO), and any other Energy Commission staff relevant to the Agreement. The Recipient will

Exhibit A Scope of Work Local Government Commission

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 Energy Commission.

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 will 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 Energy Commission, 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 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.
- Submit the CPR Report along with any other *Task Products* that correspond to the technical task for which the CPR meeting is required (i.e., if a CPR meeting is required for Task 2, submit the Task 2 products along with the CPR Report).
- 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* and a *List of Expected CPR Participants* in advance of the CPR meeting. If applicable, the agenda will 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. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division.
- 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)
- Task Products (draft and/or final as specified in the task)

CAM Products:

- CPR Agenda
- List of Expected CPR Participants

Exhibit A
Scope of Work
Local Government Commission

REPORTS AND INVOICES

Subtask 1.5 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 monthly *Progress Report* to the CAM. Each progress report must:
 - Summarize all Agreement activities conducted by the Recipient for the preceding month, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications.
 - Provide a synopsis of the project progress, including accomplishments, problems, milestones, products, schedule, fiscal status, and any evidence of progress such as photographs.
- Submit a monthly or quarterly *Invoice* that follows the instructions in the "Payment of Funds" section of the terms and conditions. In addition, each invoice must document and verify:
 - Energy Commission funds received by California-based entities;
 - Energy Commission funds spent in California (*if applicable*); and
 - Match fund expenditures.

Products:

- Progress Reports
- Invoices

Subtask 1.6 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. The CAM will review and approve the Final Report, which will be due at least **two months** before the Agreement end date. When creating the Final Report Outline and the Final Report, the Recipient must use a Style Manual provided by the CAM.

Subtask 1.6.1 Final Report Outline

The Recipient shall:

- Prepare a *Final Report Outline* in accordance with the *Style Manual* provided by the CAM.
- Submit a draft of the outline to the CAM for review and comment.
- Once agreement has been reached on the draft, submit the final outline to the CAM. The CAM will provide written approval of the final outline within 10 days of receipt.

Exhibit A Scope of Work Local Government Commission

- 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
- Consider incorporating all CAM comments into the Final Report. 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 Final Report 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.
- Submit one bound copy of the *Final Report* to the CAM along with *Written Responses to Comments on the Draft Final Report*.

Products:

- Final Report (draft and final)
- Written Responses to Comments on the Draft Final Report

CAM Product:

- Written Comments on the Draft Final Report

MATCH FUNDS, PERMITS, AND SUBCONTRACTS

Subtask 1.7 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. The Recipient may only spend match funds during the Agreement term, either concurrently or prior to the use of Energy Commission funds. 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 proposal that led to the Energy Commission 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 proposal that led to the Energy Commission 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

Exhibit A
Scope of Work
Local Government Commission

- 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 1.9 Subcontracts

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts are consistent with the terms and conditions of this Agreement.

The Recipient shall:

- Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Incorporate this Agreement by reference into each subcontract.
- Include any required Energy Commission flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
- If required by the CAM, submit a draft of each *Subcontract* required to conduct the work under this Agreement.
- Submit a final copy of the executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of subcontractor additions in the terms and conditions).

Products:

- Subcontracts (*draft if required by the CAM*)

TECHNICAL ADVISORY COMMITTEE

Subtask 1.10 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:

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Scope of Work
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Subtask 1.11 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.
- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

Products:

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

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- Define trade ally support requirement that will leverage work completed by the PG&E Fresno Energy Watch program and other California Public Utilities Commission (CPUC) funded statewide programs to further develop the technical and trade ally support services required for customer project identification, specification, installation, quality control, verification, and ongoing end-user engagement in distributed energy resource and water projects.
- Identify which organizations engaged in planning and sustainability will be most effective at community outreach, and the staff that will lead outreach efforts.
- Develop a *Comprehensive Project Pipeline Report* ('Pipeline Report') that defines the set of projects that can be implemented after Phase 1 as well as projects that develop during the Phase 1 project as a result of coordinating current development efforts with an expanded set of funding and financing tools. This will include the following activities:
 - Review city general, water, and transportation plans to identify projects that have potential for sustainability related measures.
 - Develop a method to assess overall sustainability potential for each plan and a process for prioritization.
 - Submit to the ICRM TAC a list of priority projects for review and refinement, including an indication of how sustainability can be implemented using funding and financing mechanisms that they intend to employ.
- Define focus areas and opportunities for residential market effort for inclusion in the Community Scope Report
- Define focus areas and opportunities for non-residential market efforts for inclusion in the Community Scope Report
- Define specific components of the existing support and/or funding programs that could be integrated into ICRM or prompted during outreach. Include the specific components in the Community Scope Report
- Assess the potential for developing energy efficiency, demand response, electric vehicle charging, storage, and microgrid opportunities in conjunction with high-speed rail development for inclusion in the Community Scope Report.
- Identify how financing is currently being used in Fresno based on funding mechanisms and financing products defined in the Funding Platform developed as part of Task 3.

Products:

- ICRM TAC Memo
- Community Scope Report
- Community Delivery Capacity Profile
- Comprehensive Project Pipeline Report

Exhibit A Scope of Work Local Government Commission

- Develop the Funding Library database which will be a relational database built in Microsoft Access that catalogs funding mechanism information in the Funding Library. The database will also link funding mechanisms with projects in the Project Pipeline defined in Task 2.
- Prepare and submit to the CAM a *Funding Library Database Report* that summarizes the features of the Funding Library Database and provides an Attestation of Functionality.
 - After Attestation of Functionality the Funding Platform shall be made available to the greatest extent possible to outside entities beyond the City of Fresno.

Products:

- City of Fresno Funding Platform Report (Draft and Final)
- Funding Library Database Report

TASK 4 Verification Toolkit

The goal of this task is to define a project verification approach and recording infrastructure that will be used to assess the impact of installed projects and record resource savings accruing communitywide for all resources, including but not limited to, energy and water as well as GHG emission reductions. The Verification Toolkit will include, but not be limited to, the following written documents:

- Verification Implementation Specification
- Data Recording Infrastructure Design
- Verification Toolkit Supplementary Tasks and Resources Memo.

The Verification Toolkit will address three key objectives; 1) provide a compendium of existing verification protocols that will be used in a distributed energy resource environment to verify all projects defined in the Task 2, Project Pipeline; 2) provide an assessment of where there are gaps and limitations of existing EM&V protocols for verifying all energy, GHG, and water savings; and 3) provide recommendations on where enhancements to existing EM&V tools can be made, or where new EM&V tools should be developed, to accurately report all savings from projects defined in the Project Pipeline.

The Recipient Shall:

- Inventory verification protocols and technical groups used within and outside of California and prepare and submit to the CAM an *Inventory Verification Protocol and Technical Groups Memo* that summarizes those protocols and groups.
- Identify verification methods for inclusion in the Verification Toolkit.
- Prepare and submit to the CAM a *Verification Methods for Inclusion Memo* that summarizes the methods that will be included in the Verification Toolkit.
- Develop a *Verification Implementation Specification*. The Verification Implementation

Exhibit A Scope of Work Local Government Commission

- Review databases maintained by IOUs, the CPUC, and community related organizations.
- Review all data policies that are relevant to the ICRM project. This would be followed by the review of each agencies' savings reporting requirements to aggregate existing reporting structures to report community wide project savings to meet various requirements, including, but not limited to:
 - Funders
 - Project implementers
 - The Southern California Regional Energy Network and state agency regulatory reporting requirements
 - Internal local government compliance and planning functions
- Prepare and submit to the CAM an *ICRM Platform Gap Analysis* that will identify and document any hurdles to ICRM platform success and data collection guidance to improve data quality.
- Prepare and submit to the CAM a *Verification Toolkit Supplementary Tasks and Resources Memo* that summarizes the tools and other results of the following recipient activities:
 - Synthesize findings in Phase 1 to illustrate what project level data is needed to be able to report into various agency data systems, including common and unique inputs between agencies that would be required for future implementation.
 - Establish data collection guidance and standardized parameters for community partners including a data collection roadmap that defines what information must be collected by projects to be able report energy, water, GHG, and air quality metrics to the various agencies per the agency reporting requirements.
 - Define the standard algorithms that will enable the aggregation of data.
 - Optimize data infrastructure to enable investigations in the context of widely used data sources.
 - Develop a prototype standard metric generator and tracker.
- Prepare a *CPR Report* summarizing the needs and accomplishments for the project.
- Participate in a CPR Meeting in accordance with Subtask 1.3

Products:

- Inventory Verification Protocol and Technical Groups Memo
- Verification Methods for Inclusion Memo
- Verification Implementation Specification
- Data Recording Infrastructure Design
- ICRM Platform Gap Analysis
- Verification Toolkit Supplementary Tasks and Resources Memo

Exhibit A Scope of Work Local Government Commission

to implement AEC initiatives that advance the city's sustainability goals, meet their strategic planning vision and help achieve the state's resource goals. The Community Recommendations Report will have two elements: local recommendations and recommendations on how Fresno can better align with California's numerous sustainability goals – described below.

- The set of Fresno specific implementation recommendations from the project pipeline and Funding Platform will:
 - Recommend a list of high leverage infrastructure projects and development sites within local planning documents that achieve high resource savings.
 - Identify promising existing and emerging technology that can increase resource savings.
 - Identify high potential markets and outreach strategies to scale existing initiatives such as the PACE or the City of Fresno's Home or Business Tune Up Program.
 - Identify opportunities to eliminate program barriers (such as permit costs/wait time).
 - Identify specific opportunities to maximize resource savings such as enhancing measures implemented through PACE or increasing code enforcement.
 - Policy recommendations for local planners and decision makers.
- The recommendations on how Fresno can better align with California's sustainability goals will include, but not be limited to, the following elements:
 - Resource saving tracked by various state agencies.
 - Potential contributions to specific initiatives, such as Assembly Bill 758 and Senate Bill 350.
 - State policy recommendations that can increase opportunities or eliminate barriers for AECs.
 - Potential scale of the ICRM in Fresno over time.
 - Conduct informational sessions for the City council and a workshop for decision-makers to share the outcomes.

Products:

- Fresno Master Community Design
- Community Recommendations Report

Exhibit A Scope of Work Local Government Commission

- For Information/Tools and Other Research Studies:
 - Outcome of project.
 - Published documents, including date, title, and periodical name.
 - A discussion of policy development. State if the project has been cited in government policy publications or technical journals, or has been used to inform regulatory bodies.
 - The number of website downloads.
 - An estimate of how the project information has affected energy use and cost, or have resulted in other non-energy benefits.
 - An estimate of energy and non-energy benefits.
 - Data on potential job creation, market potential, economic development, and increased state revenue as a result of project.
 - A discussion of project product downloads from websites, and publications in technical journals.
 - A comparison of project expectations and performance. Discuss whether the goals and objectives of the Agreement have been met and what improvements are needed, if any.
- Respond to CAM questions regarding responses to the questionnaires.

The Energy Commission may send the Recipient similar questionnaires after the Agreement term ends. Responses to these questionnaires will be voluntary.

Products:

- Kick-off Meeting Benefits Questionnaire
- Mid-term Benefits Questionnaire
- Final Meeting Benefits Questionnaire

TASK 7 Technology/Knowledge Transfer Activities

The goal of this task is to develop a plan to make the knowledge gained, experimental results, and lessons learned available to the public and key decision makers.

The Recipient shall:

- Prepare an *Initial Fact Sheet* at start of the project that describes the project. Use the format provided by the CAM.
- Prepare a *Final Project Fact Sheet* at the project's conclusion that discusses results. Use the format provided by the CAM.
- Prepare a *Technology/Knowledge Transfer Plan* that includes:
 - An explanation of how the knowledge gained from the project will be made available to the public, including the targeted market sector and potential outreach to end users, utilities, regulatory agencies, and others.
 - A description of the intended use(s) for and users of the project results.
 - Published documents, including date, title, and periodical name.
 - Copies of documents, fact sheets, journal articles, press releases, and other

ENERGY RESEARCH, DEVELOPMENT, AND DEMONSTRATION AGREEMENTS
 Exhibit A - Att A-1
 Local Government Commission (LGC)
 V. PROJECT SCHEDULE

Agreement Term: 06-1-2016 to 03-31-2018

Within this Scope of Work, "days" means working days. Changes to due dates must be approved in writing by the CAM, and may require approval by the Energy Commission'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		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	
1.2	Kick-off Meeting	Kick-off Meeting		6/13/2016
			Updated Project Schedule (if applicable)	7 days after determination of the need to update the documents
			Updated List of Match Funds (if applicable)	
			Updated List of Permits (if applicable)	
	CAM Product		7 days prior to the kick-off meeting	
		Kick-off Meeting Agenda		9/1/2016
1.3	CPR Meeting	CPR Meeting #1	CPR Report	15 days prior to the CPR meeting
			Task Product(s)	
			CAM Products	
			CPR Agenda	5 days prior to the CPR meeting
			List of Expected CPR Participants	
			Schedule for Providing a Progress Determination	15 days after CPR meeting
		Progress Determination	As indicated in the Schedule for Providing a Progress Determination	
1.4	Final Meeting	Final Meeting		2/1/2018
			Final Meeting Agreement Summary (if applicable)	7 days after the final meeting
			Schedule for Completing Agreement Closeout Activities	
		All Draft and Final Written Products		
1.5	Progress Reports and Invoices		Progress Reports	10 days after the first of each month
			Invoices	10 days after the first of each month or quarter
1.6	Final Report			
1.6.1	Final Report Outline		Draft Final Report Outline	7/25/2017
			Final Report Outline	As determined by the CAM
			CAM Product	
			Style Manual	At least 2 months prior to the final report outline due date
			Comments on Draft Final Report Outline	10 days after receipt of the Draft Final Report Outline
		Approval of Final Report Outline	10 days after receipt of the Final Report Outline	
1.6.2	Final Report		Draft Final Report	8/31/2017
			Final Report	12/31/2017
			CAM Products	
		Comments on Draft Final Report Outline	30 days after receipt of the Draft Final Report	
1.7	Match Funds		Match Funds Status Letter	2 days prior to the kick-off meeting
			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
1.8	Permits		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
			Updated Schedule for Acquiring Permits (if applicable)	
				Copy of Each Approved Permit (if applicable)

**EXHIBIT A, ATTACHMENT A-
CONTENT AND FORMAT OF PROGRESS REPORTS**



PROGRESS REPORT for
The Local Government Commission
EPC-15-067
Month, Year

Recipient Project Manager:
Commission Agreement Manager:

What we planned to accomplish this period

[This is taken directly from the section on “What we expect to accomplish during the next period” from the last progress report]

What we actually accomplished this period

[Concise description of major activities and accomplishments.]

How we are doing compared to our plan

[Explain the differences, if any, between the planned and the actual accomplishments. Describe what needs to be done, if anything, to get back on track.]

Significant problems or changes

[Describe any significant technical or fiscal problems. Request approval for significant changes in work scope, revised milestone due dates, changes in key personnel assigned to the project, or reallocation of budget cost categories. If none, include the following statement: “Progress and expenditures will result in project being completed on time and within budget.”]

What we expect to accomplish during the next period

[Concise description of major activities and accomplishments expected. This will be transferred to the next progress report]]

Status of Milestones and Products:

[This should be the complete list as contained in the revised scope of work and Exhibit B. Highlight differences between actual and planned.]

Description	Start Date		Due Date		Status (%)
	Planned	Actual	Planned	Actual	

Category Budget

Name of Organization	Local Government Commission
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- Contractor/Recipient Subcontractor
 Small Business Micro Business Disabled Veteran Business

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ 294,112	\$ 5,450	\$ 299,562
Fringe Benefits	\$ 117,645	\$ 2,180	\$ 119,825
Total Labor	\$ 411,757	\$ 7,630	\$ 419,387
Travel	\$ 12,650	\$ -	\$ 12,650
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 10,691	\$ 1,000	\$ 11,691
Subcontractors	\$ 859,024	\$ -	\$ 859,024
Total Other Direct Costs	\$ 882,365	\$ 1,000	\$ 883,365
Indirect Costs	\$ 205,878	\$ 3,815	\$ 209,693
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ 205,878	\$ 3,815	\$ 209,693
Grand Totals	\$ 1,500,000	\$ 12,445	\$ 1,512,445
Amount of Funds Spent in CA	\$ 1,312,000		
Percentage of Funds Spent in CA	87%		



Direct Labor (Unloaded)

Local Government Commission

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
Kate Meis	Executive Director	\$ 85.00	446	\$ 35,360	\$ 2,550	\$ 37,910
Linda Cloud	Managing Director	\$ 70.00	93.2	\$ 5,824	\$ 700	\$ 6,524
Christopher Scheuer	Program Director	\$ 60.00	852	\$ 49,920	\$ 1,200	\$ 51,120
Julia Kim	Project Manager	\$ 50.00	2,516	\$ 124,800	\$ 1,000	\$ 125,800
Janie Cha	Staff Accountant	\$ 40.00	83.2	\$ 3,328	\$ -	\$ 3,328
Erin Hauge	Project Associate	\$ 40.00	832	\$ 33,280	\$ -	\$ 33,280
TBD	Project Coordinator	\$ 30.00	832	\$ 24,960	\$ -	\$ 24,960
TBD	Project Assistant	\$ 20.00	832	\$ 16,640	\$ -	\$ 16,640
Hourly Direct Labor Totals				\$ 294,112	\$ 5,450	\$ 299,562

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

	Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals	\$ 294,112	\$ 5,450	\$ 299,562



Fringe Benefits

Local Government Commission

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
All Classifications	40.00%	\$ 299,562	\$ 117,645	\$ 2,180	\$ 119,825
Fringe Benefit Totals		\$ 299,562	\$ 117,645	\$ 2,180	\$ 119,825



Travel

Local Government Commission

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
Non-Pre approved Travel						
1.0	Program Director, Project Manager	Sacramento to Fresno and return	Travel for project planning & execution tasks; 4 trips, 2 hotel stays at \$90/night plus tax, car rental at \$40/day plus gas, \$40 per diem for 2 people for 2 days	\$ 4,240	\$ -	\$ 4,240
2.0	Program Director, Project Manager	Sacramento to Fresno and return	Travel to gather inputs from partners & stakeholders; 2 trips, 2 hotel stays at \$90/night plus tax, 3 day car rental at \$40/day plus gas, \$40 per diem for 2 people for 2 days	\$ 1,060	\$ -	\$ 1,060
3.0	Program Director, Project Manager	Sacramento to Fresno and return	Travel to gather info from stakeholders; 2 trips, 2 hotel stays at \$90/night plus tax, 3 day car rental at \$40/day plus gas, \$40 per diem for 2 people for 2 days	\$ 1,060	\$ -	\$ 1,060
4.0	Program Director, Project Manager	Sacramento to Fresno and return	Travel to get feedback fm stakeholders ; 2 trips, 2 hotel stays at \$90/night plus tax, 3 day car rental at \$40/day plus gas, \$40 per diem for 2 people for 2 days	\$ 1,060	\$ -	\$ 1,060
5.0	Program Director, Project Manager	Sacramento to Fresno and return	Travel to share results with stakeholders; 3 trips, 2 hotel stays at \$90/night, 15% hotel tax, 3 day car rental at \$40/day, \$43 gas allocation, \$40 per diem for 2 people for 2 days	\$ 1,590	\$ -	\$ 1,590

7.0	Executive Director, Program Director, Project Manager	Sacramento to Southern California and return	Disseminating case study and lessons learned to key decision makers; 4 trips, one staff, Airfare of \$325, 1 hotel stay at \$120/night plus tax, 2 day car rental at \$40/day plus gas, \$40 per diem for 1 person 2 day	\$ 2,600	\$ -	\$ 2,600
7.0	Executive Director, Program Director, Project Manager	Sacramento to Bay Area and return	Disseminating case study and lessons learned to key decision makers; 4 trips, 1 staff, 1 hotel stay at \$150/night plus tax, 1 day car rental at \$40/day plus gas, \$30 per diem for 1 person 1 day	\$ 1,040	\$ -	\$ 1,040
Total:				\$ 12,650	\$ -	\$ 12,650

Equipment

Local Government Commission

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Materials & Miscellaneous



Local Government Commission

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
1.0	Telecommunications - conference call charges, fees for project management online softwares	For tracking, collaborating, & reporting progress,	varies	varies	\$ 2,216	\$ 1,000	\$ 3,216
1.0	Mailing and printing costs	Printing handouts for meetings, reports and invoicing	varies	varies	\$ 125	\$ -	\$ 125
1.0	Project computer	For staff working on project and traveling to Fresno	1	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
2.0	Mailing and printing costs	Printing and mailing materials	varies	varies	\$ 100	\$ -	\$ 100
5.0	Supplies	Workshop & meeting supplies such as name badges, packets, etc	varies	varies	\$ 100	\$ -	\$ 100
5.0	Telecommunications	conference call charges; webinar fees	varies	varies	\$ 100	\$ -	\$ 100
5.0	Mailing and printing costs	Printing and distribution of workshop materials & recommendation report	varies	varies	\$ 1,250	\$ -	\$ 1,250
5.0	Facilities	Facility rental	1	\$ 500	\$ 500	\$ -	\$ 500
6.0	Telcommunications	conference call charges; webinar fees	varies	varies	\$ 100	\$ -	\$ 100
6.0	Mailing and printing costs	Printing & distributing of case study and factsheets	varies	varies	\$ 3,000	\$ -	\$ 3,000
7.0	Supplies	Workshop & meeting supplies such as name badges, packets, etc	varies	varies	\$ 100	\$ -	\$ 100
7.0	Telecommunications	conference call charges; webinar fees	varies	varies	\$ 100	\$ -	\$ 100
7.0	Mailing and printing costs	Printing and distribution of outcomes beyond project area	varies	varies	\$ 1,000	\$ -	\$ 1,000
7.0	Facilities	Facility rental	1	\$ 500	\$ 500	\$ -	\$ 500
Total:					\$ 10,691	\$ 1,000	\$ 11,691

Subcontracts



Local Government Commission

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
1,2,3,4, 5,6	Tierra Resource Consultants, LLC	Support program operations, administration and reporting, research and analysis for project pipeline, evaluation activities	SB	\$ 634,958	\$ -	\$ 634,958
1,2,3,4, 5,6,7	Fresno Metropolitan Ministry	Support program operations, administration and reporting, policy and project inventory, technical resource development, evaluation activities	none	\$ 95,000	\$ -	\$ 95,000
1,2,3,4, 5,6,7	CalStart	Support program operations, administration and reporting, policy and project inventory, technical resource development, evaluation activities	none	\$ 75,070	\$ -	\$ 75,070
1.0	City of Fresno	Support program operations, administration and reporting, policy and project inventory, technical resource development, evaluation activities, support outreach strategy	none	\$ 53,996	\$ -	\$ 53,996
Total:				\$ 859,024	\$ -	\$ 859,024



Indirect Costs and Profit

Local Government Commission

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
Indirect Overhead	70.00%	Direct Labor	\$ 299,562	\$ 205,878	\$ 3,815	\$ 209,693
General & Administrative	-	-	\$ -	\$ -	\$ -	\$ -
Total:				\$ 205,878	\$ 3,815	\$ 209,693

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

Category Budget

Name of Organization	Tierra Resource Consultants, LLC.
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- Contractor/Recipient Subcontract
 Small Business Micro Business Disabled Veteran Business Enterprise

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ 405,196	\$ -	\$ 405,196
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ 405,196	\$ -	\$ 405,196
Travel	\$ 2,753	\$ -	\$ 2,753
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ 2,753	\$ -	\$ 2,753
Indirect Costs	\$ 198,645	\$ -	\$ 198,645
Profit (not allowed for grant recipients)	\$ 28,364	\$ -	\$ 28,364
Total Indirect and Profit	\$ 227,009	\$ -	\$ 227,009
Grand Totals	\$ 634,958	\$ -	\$ 634,958
Amount of Funds Spent in CA	\$ 446,958		
Percentage of Funds Spent in CA	70%		

Direct Labor (Unloaded)

Tierra Resource Consultants, LLC.

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
Floyd Keneipp	Principal	\$ 114.00	1,184	\$ 134,976	\$ -	\$ 134,976
Marshall Keneipp	Specialist	\$ 114.00	440	\$ 50,160	\$ -	\$ 50,160
Mike Yim	Principal	\$ 114.00	500	\$ 57,000	\$ -	\$ 57,000
Gavin Hastings	Director	\$ 104.00	80	\$ 8,320	\$ -	\$ 8,320
Eric Shum	Senior Consultant	\$ 75.00	300	\$ 22,500	\$ -	\$ 22,500
Tom Hines	Specialist	\$ 114.00	40	\$ 4,560	\$ -	\$ 4,560
Steve Kromer	Specialist	\$ 114.00	200	\$ 22,800	\$ -	\$ 22,800
Matt Gee	Specialist	\$ 114.00	200	\$ 22,800	\$ -	\$ 22,800
Gil Peach	Senior Advisor	\$ 104.00	100	\$ 10,400	\$ -	\$ 10,400
Craig Hill	Senior Advisor	\$ 104.00	170	\$ 17,680	\$ -	\$ 17,680
Jennifer Scheurell	Senior Topic Expert	\$ 90.00	300	\$ 27,000	\$ -	\$ 27,000
Eric Merkt	Senior Topic Expert	\$ 90.00	300	\$ 27,000	\$ -	\$ 27,000
Hourly Direct Labor Totals				\$ 405,196	\$ -	\$ 405,196

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

	Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals	\$ 405,196	\$ -	\$ 405,196

Fringe Benefits

Tierra Resource Consultants, LLC.

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
All classifications	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals		\$ -	\$ -	\$ -	\$ -

Travel

Tierra Resource Consultants, LLC.

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
1	Principal(s)	Bay Area to Fresno and return	Multiple project planning and execution tasks; 4 day trips by car, no hotels planned; Trips include 1 kickoff, 2 critical path reviews, and 1 final meeting. Up to 2 principals travelling for kickoff and final meeting, 1 principal travelling for critical path reviews.	\$ 500	\$ -	\$ 500
2	Principal(s)	Bay Area to Fresno and return	Multiple project planning and execution tasks; 4 trips by car, Up to 4 hotel nights are planned, Trips include 1 trip for Community Scope Report, 1 trip for the Community Delivery Capacity Profile Report, and 2 trips for the Comprehensive Project Pipeline Report. Up to 2 principals travelling for each activity.	\$ 1,000	\$ -	\$ 1,000
3	Principal(s)	Bay Area to Fresno and return	Multiple project planning and execution tasks; 2 day trips by car, no hotel trips planned; Trips include 1 trip for the Funding Usage Guidelines and Funding Market Study, and 1 trip for the Funding Integration Methodology development. Up to 2 principals travelling for each activity	\$ 250	\$ -	\$ 250
4	Principal(s)	Bay Area to Fresno and return	Multiple project planning and execution tasks; 4 day trips by car, no hotels are planned; Trips include 2 trips for the Verification implementation Specification and Verification Toolkit, and 2 trips for the Data Recording Infrastructure Design. Up to 2 principals travelling for each activity	\$ 500	\$ -	\$ 500
5	Principal(s)	Bay Area to Fresno and return	Multiple project planning and execution tasks; 2 day trips by car, no hotels planned; Trips include 1 trip for the Fresno Master Community Design, and 1 trip for the Community Recommendations Report. Up to 2 principals travelling for each activity	\$ 250	\$ -	\$ 250
6	Principal(s)	Bay Area to Fresno and return	Multiple project planning and execution tasks; 2 day trips by car, no hotels planned; This includes up to 2 trips associated with the Evaluation of Project Benefits Trips and also any trips associated with any travel related to Technology/Knowledge Transfer activities. Up to 2 principals travelling for each activity	\$ 253	\$ -	\$ 253
Total:				\$ 2,753	\$ -	\$ 2,753

Equipment

Tierra Resource Consultants, LLC.

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Materials & Miscellaneous

Tierra Resource Consultants, LLC.

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Subcontracts

Tierra Resource Consultants, LLC.

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Indirect Costs and Profit

Tierra Resource Consultants, LLC.

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
Overhead 1	31.55%	Direct Labor (Principal and Specialist)	\$ 292,296	\$ 92,219	\$ -	\$ 92,219
Overhead 2	31.89%	Direct Labor (Director, Senior Topic Expert, Senior Advisor, and Senior Consultant)	\$ 112,900	\$ 36,003	\$ -	\$ 36,003
General & Administrative 1	14.96%	Direct Labor (Principal, Specialist, Senior Advisor, and Director)	\$ 328,696	\$ 49,172	\$ -	\$ 49,172
General & Administrative 2	27.78%	Direct Labor (Senior Topic Expert and Senior Consultant)	\$ 76,500	\$ 21,251	\$ -	\$ 21,251
Total:				\$ 198,645	\$ -	\$ 198,645

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
7.00%	Direct Labor (All Classifications)	\$ 405,196	\$ 28,364	\$ -	\$ 28,364
Total:			\$ 28,364	\$ -	\$ 28,364

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

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

ATTACHMENT 2: SAMPLE LETTER OF AGREEMENT

General Laws

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

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

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

5. **Products**

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

- The Recipient will submit all products identified in the Scope of Work to the Commission Agreement Manager, in the manner and form specified in the Scope of Work.
- The Recipient will also submit all products prepared during the invoicing period to the Accounting Office along with the invoice, as specified in subsection (c) of Section 8 (Payment of Funds).

If the Commission Agreement Manager determines that a product is substandard given its description and intended use as described in the Scope of Work, the Commission Agreement Manager may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. Confidential Products

Please see Section 19 (Confidentiality) for instructions regarding confidential products.

- c. Rights in Products

The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property." The Recipient owns all intellectual property developed under this Agreement (please see the "Intellectual Property" section).

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

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). See Attachment 2 for a sample Letter of Agreement.

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

c. Personnel or Subcontractor Changes

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

1) Replacement of Key Personnel, Subcontractors, and Vendors

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

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the 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.

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

3) Promotion of Existing Personnel 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. If the Recipient performs any work under the new rate prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the difference between the new and old rates.

4) 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.

5) Addition of Job Classifications and Changes in Hours

6) Increased Direct Operating Expenses and Rates that Exceed the Expenses and Rates Identified in Exhibit B

- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Pre-Existing and Independently Funded Intellectual Property (Section 20)
- Intellectual Property (Section 21)
- Royalty Payments to the Commission (Section 22)
- Access to Sites and Records (included in Section 23, "General Provisions")

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

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

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission and/or Bureau of State Audits for a period of three (3) years after payment of the Recipient's final invoice under this Agreement. The Energy Commission may audit subcontracts that are relevant to the Recipient's royalty payment obligations (see Section 22) for a period of ten (10) years after the Agreement's end date.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the Commission Agreement Manager of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the Commission Agreement Manager of the conflict within fifteen (15) days of discovery. The Energy Commission may terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

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

- 8) **Multiple Non-Energy Commission Funding Sources:** No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

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

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

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

b. Allowability of Costs

1) Allowable Costs

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

2) Unallowable Costs

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

- a) Profit of the Recipient or fees (this restriction does not apply to subcontractors);
- b) Contingency costs;
- c) Imputed costs (e.g., cost of money);
- d) Fines and penalties;
- e) Losses;
- f) Excess profit taxes; and
- g) Unapproved, increased rates and fees for this Agreement

The Recipient must submit all invoices to the following address:

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

d. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I, as an agent of [Company Name] have authority to submit this request. I certify that 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. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

e. Fringe Benefit, Indirect Overhead, General and Administrative (G&A), and Facilities and Administration (F&A) Rates

Indirect cost rates must be developed in accordance with generally accepted accounting principles and the applicable federal cost principles or acquisition regulations (see the provisions incorporated by reference in Section 2). If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead, G&A, or F&A) from its cognizant federal agency, the Recipient may bill at the federal rate up to the budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect its actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions contained in the budget (Exhibit B, Attachment 1).
- The cost pools used to develop the federal rates must be allocable to the Agreement, and the rates must be representative of the portion of costs benefiting the Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Agreement is for research and development at the Recipient's research facility, the federal indirect overhead rate would not be applicable to the Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Agreement.
- The Recipient may only bill up to the Agreement budget rate caps, unless and until an amendment to the budget is approved.

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

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

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

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

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

e. Budget

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

f. Covered Trades

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

c. Audit Rights

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

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 22) for a period of ten (10) years after payment of the Recipient's final invoice.

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

d. Refund to the Energy Commission

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

e. Audit Cost

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

f. Match or Cost Share

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

c. Executive Director

- The Recipient must submit an Appeal to the Commission's Executive Director within ten (10) working days of receipt of the Commission Agreement Officer's Dispute Finding. The Appeal must explain why the Commission Agreement Officer's decision is unacceptable. The Recipient must include the following as attachments to the Appeal: (1) the Recipient Dispute Statement; (2) any supporting documents; and (3) the Dispute Finding.
- The Executive Director or his/her designee will meet with the Recipient to review the issues raised.
- A written decision signed by the Executive Director or his/her designee will be sent to the Recipient within twenty (20) working days of receipt of the Appeal. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting.
- If the Recipient disagrees with the Executive Director's decision, it may appeal to the Commission at a regularly scheduled business meeting. The Commission Agreement Officer will inform the Recipient of the procedure for placing the appeal on a Commission Business Meeting Agenda.

16. Stop Work

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

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to minimize the incurrence of costs allocable to the work stopped.
- b. Equitable Adjustment. The Energy Commission will make an equitable adjustment based upon a written request from the Recipient. The Recipient must make the adjustment request within thirty (30) days from the date of the stop work order.
- c. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from the Commission Agreement Officer.

17. Termination

a. Purpose

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

18. Indemnification

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

19. Confidentiality

a. Identification of Confidential Information

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

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

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

The 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. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Information

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

c. Waiver of Consequential Damages

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

- 2) **“Independently funded intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient 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.

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

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

1) Identification of Property

- a) The Recipient will identify all project-relevant pre-existing intellectual property in Attachment 2 to this Exhibit prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement. Attachment 2 may be amended by a Letter of Agreement (see the “Amendments” section).
- b) The Recipient will identify all project-relevant independently funded intellectual property and the source of funding for the property in Attachment 2 to this Exhibit within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- c) Failure to identify project-relevant pre-existing or independently funded intellectual property in Attachment 2 to this Exhibit may result in the property’s designation as “intellectual property” that is subject to licenses and royalties, as described in Sections 21 and

b. Intellectual Property Licenses

1) Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes. The licenses are transferable only to load-serving entities for the purpose described below.

2) Both the Energy Commission and the California Public Utilities Commission may grant load-serving entities a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property to enhance the entities' service to EPIC ratepayers. "**Load-serving entity**" means a company or other organization that provides electricity to EPIC ratepayers.

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

3) The Recipient has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce written products created for Agreement reporting and management purposes, such as reports and summaries.

4) If any intellectual property that is subject to the licenses above has been designated as confidential as specified in Section 19, all license holders will only disclose the intellectual property under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

All license holders will ensure that their officers, employees, and subcontractors who have access to the intellectual property are informed of and abide by the disclosure limitations in Section 19.

c. Energy Commission's Rights to Inventions

"**Invention**" means intellectual property that is patentable.

1) March-In Rights

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

22. **Royalty Payments to the Commission**

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

- a. The Recipient will pay the Energy Commission a royalty of one and one-half percent (1.5%) of the sales price of all sales for which the Recipient receives a payment, beginning on the Agreement's effective date and extending for ten (10) years from the Agreement's end date.
- b. The Recipient will make payments in annual installments due on the first day of March in the calendar year immediately following the year during which the Recipient received any payment for sales.
- c. The Recipient is not required to make a royalty payment for any calendar year in which payments for sales are less than \$1000. Total royalty payments will be limited to three (3) times the amount of funds paid by the Energy Commission under the Agreement.
- d. If intellectual property was developed in part with match funds during the Agreement term, the royalty payment will be reduced in accordance with the percentage of intellectual property development activities that were funded with match funds. For example, if 10% of the development activities were funded with match funds during the Agreement and payments for sales totaled \$100,000 in one year, the Recipient would owe the Energy Commission \$1350 for the year (1.5% of \$100,000 = \$1500; 10% of \$1500 = \$150; \$1500 - \$150 = \$1350).

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 intellectual property, the royalty payments will be reduced in accordance with the percentage of intellectual property 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 payments for sales totaled \$100,000 in one year, the Recipient would owe the Energy Commission \$300 for the year (1.5% of \$100,000 = \$1500; 80% of \$1500 = \$1200; \$1500 - \$1200 = \$300).

- e. 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.
- f. The Recipient may not make any sale of intellectual property for consideration other than fair market value. Such activity constitutes breach of this Agreement, and will obligate the Recipient to repay within sixty (60) days the early buyout amount due. In the event of breach, the Energy Commission may exercise all rights and remedies available to it under law and at equity.
- g. Royalty payments not made within fifteen (15) days of the due date will constitute breach of this Agreement. The payments will become debt obligations of the Recipient to the Energy Commission, due upon demand and bearing interest at the maximum interest rate allowed by law.

e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.

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

i. Access to Sites and Records

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

j. Prior Dealings, Custom, or Trade Usage

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

k. Survival of Terms

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

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Disputes (Section 15)
- Termination (Section 17)
- Indemnification (Section 18)
- Pre-Existing and Independently Funded Intellectual Property (Section 20)
- Intellectual Property (Section 21)
- Royalty Payments to the Commission (Section 22)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

24. *Certifications and Compliance*

a. Federal, State, and Local Laws

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

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 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)

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

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

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

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

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

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

g. Americans With Disabilities Act

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

25. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Budget Reallocation** means the movement of funds between tasks identified in the budget (Exhibit B).

- **Load-serving entity** means a company or other organization that provides electricity to EPIC ratepayers.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct a finished object, commodity, device, article, or product, such as equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **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.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **Project-relevant pre-existing intellectual property and project-relevant independently funded intellectual property** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- **Sale, Sales, and Sold** mean the sale, license, lease, or other transfer of intellectual property.
- **Sales Price** means the price at which intellectual property is sold, excluding normal returns and allowances such as sales tax.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

Exhibit C - Attachment C - 1
Confidential Information and Project-Relevant Pre-Existing and Project-Relevant Independently Funded Intellectual Property and Project-Relevant Pre-Existing Data

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 Information. Energy Commission will not disclose Confidential Information except as provided in Section 19 (Confidentiality) of these terms and conditions.
- **During the Agreement**, if the Recipient develops or collects additional information not originally anticipated as Confidential Information, 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 8 (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 and Reports 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 or Report, if it is feasible to separate the Confidential Information from the non-confidential information.

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

- The Recipient must identify all Project-relevant Pre-existing Intellectual Property, Project-relevant Independently Funded Intellectual Property, and Project-relevant Pre-existing Data of Key Personnel that is owned or controlled by Recipient, in Section 3 of this attachment prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that such Project-relevant Intellectual Property or Project-relevant Pre-existing Data has been or will be used in the performance of the Agreement. This attachment may be amended by a Letter of Agreement (see Section 8 (Amendments) and Attachment 2 (Sample Letter of Agreement)).

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

The Recipient has identified the following items. The Commission makes no ownership, license, or royalty claims to the Project-relevant Intellectual Property and Project-relevant Pre-existing Data, and may only access such for the purposes described in this Agreement.

Name/Title of Intellectual Property or Data	NONE
Type of Intellectual Property or Data	<input type="checkbox"/> Project-relevant pre-existing intellectual property <input type="checkbox"/> Project-relevant independently funded intellectual property <input type="checkbox"/> Project-relevant pre-existing data <input type="checkbox"/> Invention <input type="checkbox"/> Process <input type="checkbox"/> Technology <input 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 type="checkbox"/> Software <input type="checkbox"/> Formula
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)	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: Number and date: <i>For pending applications</i> Name of applicant: Application number and date:
Unregistered Intellectual Property	<input type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret Name of owner:
Description of how the property or data will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement	

**ATTACHMENT 2:
Sample Letter of Agreement**

Generally, changes that are not significant to the Agreement may be documented in a Letter of Agreement signed by both parties. Recipients must request changes to the Agreement using the procedure described in Section 6 (Amendments). If the changes are approved, the Commission Agreement Officer will prepare a Letter of Agreement using the format below.

Electronic signatures in the form of scanned signatures are acceptable if the Letter of Agreement is sent via email.

LETTER OF AGREEMENT

California Energy Commission and [Recipient], Agreement Number [#]

[Letter of Agreement date]

The California Energy Commission (Energy Commission) and [Recipient] entered into Agreement Number [#] (Agreement) on [agreement's effective date]. The purpose of the Agreement is to [brief purpose statement].

The purpose of this Letter of Agreement (Letter) is to add the changes listed in Attachment 1 of this Letter to the Agreement. The changes in Attachment 1 include: [brief description of changes (e.g., formatting revisions)].


Please sign this Letter below and return it to me via e-mail or U.S. mail (if returning via email, an electronic signature in the form of a scanned signature is acceptable). The Energy Commission's Agreement Officer will then sign the Letter, and a copy containing both signatures will be sent to you via email or U.S. mail. If you have any questions you may call me at (916) 654-5186 or e-mail me at [Agreement Officer's email address].

Sincerely,

[NAME OF AGREEMENT OFFICER]
Energy Commission Agreement Officer

Approved by:

RECIPIENT

BY (Authorized Signature) 	DATE SIGNED
--	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING

STATE OF CALIFORNIA

California Energy Commission (Energy Commission)

BY (Authorized Signature) 	DATE SIGNED
--	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING

**Exhibit D
Contact List**

California Energy Commission	Recipient
<p>Commission Agreement Manager:</p> <p>Joshua Croft California Energy Commission 1516 Ninth Street, MS-51 Sacramento, CA 95814 Phone: (916) 445-5328 Fax: (916) 327-1353 e-mail: joshua.croft@energy.ca.gov</p>	<p>Project Manager:</p> <p>Julia Kim Project Manager Local Government Commission 980 9th Street, Suite 1700 Sacramento, CA 95814</p> <p>Phone: (916) 448-1198 Fax: (916) 448-8246 e-mail: jkim@lgc.org</p>
<p>Commission Agreement Officer:</p> <p>Angela Hockaday California Energy Commission 1516 Ninth Street, MS-1 Sacramento, CA 95814 Phone: (916) 654-5186 Fax: (916) 654-4423 e-mail: Angela.Hockaday@energy.ca.gov</p>	<p>Administrator:</p> <p>Linda Cloud Managing Director Local Government Commission 980 9th Street, Suite 1700 Sacramento, CA 95814</p> <p>Phone: (916) 448-1198 Fax: (916) 448-8246 e-mail: lcloud@lgc.org</p>
<p>Accounting Officer:</p> <p>Eyob Zeleke California Energy Commission 1516 Ninth Street, MS-2 Sacramento, CA 95814 Phone: (916) 654-4871 Fax: (916) 653-1435 e-mail: eyob.zeleke@energy.ca.gov</p>	<p>Accounting Officer:</p> <p>Janie Cha Staff Accountant Local Government Commission 980 9th Street, Suite 1700 Sacramento, CA 95814</p> <p>Phone: (916) 448-1198 Fax: (916) 448-8246 e-mail: jcha@lgc.org</p>
<p>Legal Notices:</p> <p>Tatyana Yakshina Grants Manager 1516 9th Street, MS-1 Sacramento, CA 95814 Phone: (916) 654-4204 Fax: (916) 654-4076 e-mail: tatyana.yakshina@energy.ca.gov</p>	<p>Legal Notices:</p> <p>Linda Cloud Managing Director Local Government Commission 980 9th Street, Suite 1700 Sacramento, CA 95814</p> <p>Phone: (916) 448-1198 Fax: (916) 448-1198 e-mail: lcloud@lgc.org</p>