

AGREEMENT NUMBER A26-1324-S003

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND**

COUNTY OF SANTA BARBARA

This Agreement is made and entered into by and between **The Regents of the University of California (University)**, a public institution of higher education acting for and on behalf of its Davis Campus and the County of Santa Barbara **(Subrecipient)**, a California state entity with a public office located in Santa Barbara, CA.

WHEREAS, University has received Agreement Number **EPC-25-016 (Prime Agreement)** from the California Energy Commission **(Prime Sponsor)** in support of the project entitled **“Demonstrating EV Sub-metering Solutions”** effective November 6, 2025;

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

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

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

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

NOW THEREFORE, University and Subrecipient mutually agree as follows:

1. **General.** The terms of this Agreement are intended to be in concert with the terms and conditions of the Prime Agreement and Subrecipient hereby agrees to be bound by the flow-through Terms and Conditions from the Prime Agreement incorporated herein as **EXHIBIT A**.
2. Subrecipient hereby agrees to be bound by the flow-through Terms and Conditions of the Prime Agreement identified in Article 16 of this Agreement. For all actions requiring Prime Sponsor’s prior approval, as identified in the Prime Agreement, Subrecipient must obtain prior written approval from University.
3. **Scope of Work.** Subrecipient shall use its best efforts to complete the tasks identified in the Scope of Work incorporated herein by reference and attached hereto as **Exhibit B**. Subrecipient shall furnish the personnel, materials, travel and services necessary to accomplish the objectives and requirements of this Agreement.
4. **Period of Performance.** The performance period of this Agreement is **October 1, 2025**, through **September 30, 2026**.
5. **Reports.** Subrecipient’s reports shall be incorporated into University’s reports which are required to be submitted to the Prime Sponsor in accordance with the terms of the Prime Agreement. All reports shall be submitted to the following contact, unless otherwise directed:

Gil Tal
Principal Investigator
Institute of Transportation Studies
1605 Tilia Street, Suite 100
Davis, CA 95616
(530) 754-9230 | gtal@ucdavis.edu

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

6. Allowable Cost, Compensation, Invoices.

- A.** For the performance of work specified herein, University shall pay those expenses, direct and indirect, incurred by Subrecipient in accordance with the attached **Subrecipient Budget**, incorporated herein as **Exhibit C**. The maximum allowable costs for this Agreement for the period specified in Article 3 above is **Ninety-Eight Thousand, Two Hundred Eighty-Five US Dollars (\$98,285)**.
- B.** Costs must be expressed in U.S. dollars using an exchange rate applicable at the time the invoice is submitted.
- C.** Subrecipient must obtain prior written approval of University's Administrative Officer to rebudget funds where prior approval is required for such rebudgeting.
- D.** Payment shall be on a cost reimbursement basis. Subrecipient shall submit monthly invoices for reimbursement of expenditures incurred; request for payment shall consist of, but not be limited to, the following:
 - i. Agreement number, date prepared, and billing period.
 - ii. Operating expenses, including equipment, travel, miscellaneous, and materials.
 - iii. A report of Match Funds expenditures (actual cash and in-kind services), if applicable.
 - iv. Fees (fringe, direct and indirect, overheads, general and administrative, profit, etc.) Identify actual and cumulative amounts by budget category.
 - v. A General Ledger copy for the invoice period.

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

Dahlia Garas
Research Program Director
1605 Tilia Street, Suite 100
Davis, CA 95616
(530) 752-2570 | dmgaras@ucdavis.edu

AND

Nicole Tardiff
Contracts & Grants Accounting
One Shields Avenue
University of California,
Davis, CA 95616
invoicing@ucdavis.edu

- E. Subrecipient's final invoice shall be submitted to University not later than thirty (30) days after expiration or termination of this Agreement.
- F. **Match Funds.** Subrecipient shall be responsible for providing matching funds under this Agreement. The amount of matching funds committed is **\$10,920** as per the Subrecipient Budget, **Exhibit C**.

7. Key Personnel

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

Lindsey Cannan
Contracts & Grants Analyst
Office of Research, Sponsored Programs
One Shields Avenue, Mrak Hall, 4TH Hall
University of California
Davis, California 95616
subawards@ucdavis.edu or lmcannan@ucdavis.edu

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

Garrett Wong
Sustainability Division Manager
123 E. Anapamu Street
Santa Barbara, CA 93101
gwong@countyofsb.org

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

8. Indemnification.

- A. University shall defend, indemnify and hold Subrecipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this

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

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

- A. Article 3, Applicable Law
- B. Article 4, Due Diligence
- C. Article 6, Reports, Subparagraphs D and E
- D. Article 7, Legal Statement on Reports and Products;
- E. Article 10, Permits and Clearances
- F. Article 11, Equipment
- F. Article 13, Travel and Per Diem
- H. Article 14, Standard of Performance
- I. Article 16, Recordkeeping, Cost Accounting, and Auditing
- J. Article 17, Indemnification
- K. Article 18, Workers' Compensation Insurance
- L. Article 19, Confidentiality
- M. Article 20, Pre-Existing Intellectual Property, Independently Funded
Intellectual Property, and Pre-Existing Data
- N. Article 21, Intellectual Property
- O. Article 22, Royalty Payments to the Energy Commission
- P. Article 24, Certifications and Compliance
- Q. Article 25, Definitions
- R. Attachment C-1

17. Entire Agreement. The terms and conditions contained herein and in the following attachments constitute the entire Agreement between **The Regents of the University of California** and the **County of Santa Barbara**:

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

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

COUNTY OF SANTA BARBARA

By: _____

By: _____

Title:

Title: _____

Date: _____

Date: _____

EIN: _____

ATTACHMENT A

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

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

1. Conflict of Interest

A. Conflict of Interest

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

B. Disclosure of Current and Pending Support

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

C. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to paragraphs A or B above, the knowledgeable Party shall inform the other Party, and the University will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, the University will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by the State in its reasonable discretion and cannot be resolved to the satisfaction of the State, the

conflict will be grounds for terminating the Agreement for good cause. The State may, at its discretion upon receipt of a written request from the University, authorize an extension of the timeline indicated herein.

2. Confidential Information

A. Protection of Personally Identifiable Information

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

B. Confidentiality of Third Party Provided Information

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

C. Trade Secrets

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

D. Other Confidential Information

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

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

Notwithstanding any other provision in this Agreement, both Parties are subject to the California Public Records Act ("CPRA"), Government Code Section 6250 et seq. Education Code Section 72690 applies to CSU Auxiliaries. University will advise Subawardees of these facts.

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

3. Budget Contingency

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

4. Right to Publish

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

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

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

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

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

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

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

(a) CSU Scholar Works at the Systemwide Digital Library

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

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

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

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

(a) whether it was published,

(b) where it was published,

(c) when it was published,

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

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

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

5. Data Rights

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

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

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

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

6. Copyrights

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

7. Audit

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

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

8. Payment

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

A. Expense Allowability / Fiscal Documentation

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

1) Equipment purchases shall comply with Department of General Services State Contracting Manual (SCM) Section 7.29 – Equipment Purchases, if applicable.

For the purposes of this Agreement, "damage" as used in paragraph B of SCM 7.29 – Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.

2) University will maintain financial documentation in accordance with Section 16, Audit.

B. Program Income

1) The University shall account for Program Income related to projects funded by this Agreement on Exhibit B, Page 2.

2) At the discretion of the State, as identified in Exhibit B, Page 2, Program Income may be used to support total project costs, to further eligible project or research program objectives, or to finance the non-state funded portion of the project or program.

3) After the execution of this Agreement, if the University becomes aware of Program Income not identified in Exhibit B, University will notify the State promptly by submitting a revised Exhibit B, Page 2, Program Income, pursuant to Section 15. Prior Approval Requirements and Budget Flexibility.

4) Within sixty (60) days of the program event the University will provide the State with a preliminary accounting of program event revenues and expenditures. When the work under this Agreement is completed and if applicable the University will reduce the total amount of the final invoice to the State by any Program Income exceeding total project expenditures. Unless agreed to otherwise by the Parties, net revenue from this project shall be remitted by the University to the State with the final closeout or accounting of project expenditures.

9. Prior Approval Requirements and Budget Flexibility

A. Prior Approval Requirements

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

1) Change in Scope of Work

2) Change in Key Personnel

3) Inclusion of restricted use data or copyrighted works in Deliverables

4) Travel not included in the approved Budget

5) Equipment not included in the approved Budget

6) Computer (or theft sensitive equipment) not included in the approved Budget

7) Substitution or addition of Subawardees

B. Budget Flexibility

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

1) Up to 10% of each annual budget amount or \$10,000, whichever is less, is allowed with approval of the State's Contract Project Manager, or as otherwise agreed to by the Parties and documented on Exhibit B.

2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the State's Contract Project Manager's prior approval and may require a formal amendment to this Agreement. The University will submit a revised budget to the State for approval.

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

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

TASK 2 COUNTY DATA COLLECTION FOR ANALYSIS

The goal of this task is to collect and ingest data from County electric vehicle charging facilities to share with project partners and initiate the analysis of the benefits of the submetering platform.

The Recipient shall:

- Collect EV charging and site data from County owned facilities and share them with project partners after signing data sharing agreements.
- Analyze data and identify possible County owned EV charging facilities that will substantially benefit from submetering technology and provide a *data ingestion report*.
- Collect feedback from Powerflex, the research partners and the County staff to identify and recommend additional County sites that might benefit from active participation in this project. This feedback can be included for the research analysis or in the submetering tests.

Products:

- Data Ingestion Report

PROPOSAL BUDGET

Category Budget

Grant Funding Number	24-303		
Name of Organization	County of Santa Barbara		
Subrecipient			
None			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 49,639	\$ 5,515	\$ 55,154
Fringe Benefits	\$ 48,646	\$ 5,405	\$ 54,051
Total Labor	\$ 98,285	\$ 10,920	\$ 109,205
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subrecipients/Vendors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ 98,285	\$ 10,920	\$ 109,205
Total CEC Reimbursable Funds Spent in California	\$ -		
Percentage of CEC Reimbursable Funds Spent in			
Amount of funds spent to California Based Entities	\$ -		
Percentage of funds spent to California Based			

PROPOSAL BUDGET**Direct Labor (Unloaded)****24-303: County of Santa Barbara**

Hourly Rates						
Job Classification	Highest	# of	Rate x Hours	CEC	Match	Total
Zero-Emission Vehicle Specialist	\$ 50.14	1100.00	\$ 55,154	\$ 49,639	\$ 5,515	\$ 55,154
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ 49,639	\$ 5,515	\$ 55,154

Monthly Salary Rates						
Job Classification	Highest	# of	Rate x Months	CEC	Match	Total
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

Direct Labor Grand Totals			
	CEC Share	Match Share	Total
Grand Totals	\$ 49,639	\$ 5,515	\$ 55,154

PROPOSAL BUDGET

Fringe Benefits

24-303: County of Santa Barbara

Job Classification	Highest	Direct Labor	Rate x Costs	CEC	Match	Total
Zero-Emission Vehicle Specialist	98.00%	\$55,154	\$ 54,051	\$ 48,646	\$ 5,405	\$ 54,051
	0.00%	0%	\$ -	\$ -	\$ -	\$ -
	0.00%	0%	\$ -	\$ -	\$ -	\$ -
	0.00%	0%	\$ -	\$ -	\$ -	\$ -
	0.00%	0%	\$ -	\$ -	\$ -	\$ -
	0.00%	0%	\$ -	\$ -	\$ -	\$ -
	0.00%	0%	\$ -	\$ -	\$ -	\$ -
	0.00%	0%	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals		\$ 55,154	\$ 54,051	\$ 48,646	\$ 5,405	\$ 54,051

Personal Cost

The County of Santa Barbara is requesting \$98,284 of California Energy Commission Funds to cover County staff time to provide project management support to UC Davis for implementing all task indicated in the Project Narrative. In particular the County will be allocating 20% of its budget towards Task 2 to deliver a Data Ingestion Report for demonstration site election. County staff will also serve as a liaison between the Energy Manager and the research team to provide guidance on site selection (Task 2) and evaluation. Approximately 15% of the County's budget will be allocated towards Task 9 where the County will support the Community Environmental Council with outreach coordination and planning to priority communities. For all other Task County staff will provide overall grant management support to UC Davis and project partners to ensure goals and deliverables outlined in the proposal are met. The County will allocate around 65% of its budget for all other task.

Match Funds

The County will primarily be using Energy Commission Funding for staff time and is committed to providing an in-kind 10% match share (\$10,920) dedicated from the County's General Fund.

Energy Commission Grant Invoice

EXHIBIT D

Recipient Name: _____
 Agreement Number: _____
 Invoice Number: _____
 Period covered by this request: _____

Energy Commission Reimbursable

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

Match Share

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

Grand Totals	\$ 4.00	\$ -	\$ -	0.0%	
---------------------	----------------	-------------	-------------	-------------	--

Reimbursement Total This Period	\$ -
Retention Amount:	\$ -
Total To Be Paid This Invoice:	\$ -

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

Certification

I certify under penalty of perjury that this invoice is accurate, correct, and proper for payment in all respects, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method. I further certify under penalty of perjury that I have carefully reviewed the terms and conditions for this Agreement and have determined that, for work covered by this invoice, the Contractor/Recipient and all subcontractors have complied with all Agreement terms, including the requirement of compliance with public works and prevailing wage laws, which when applicable require the payment of prevailing wages to eligible workers.

Signature of Authorized Representative _____ Date _____

For Energy Commission Use Only

Commission Agreement Manager _____ Date _____
 Contracts, Grants & Loans Office _____ Date _____

Energy Commission Grant Invoice

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

Energy Commission Reimbursable Subcontractors Summary

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

Match Share Subcontractors Summary

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

Direct Labor Detail Worksheet

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

Hourly Expenses

Employee Name	Job Classification / Title	Billed Direct Labor Rate (\$ per hour)	# of Hours Billed	Reimbursable Direct Labor Expenses	Match Share Direct Labor Expenses	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ -	\$ -	\$ -

Monthly Expenses

Employee Name	Job Classification / Title	Billed Direct Labor Rate (\$ per month)	# of Months Billed	Reimbursable Direct Labor Expenses	Match Share Direct Labor Expenses	Total
			-			\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

				Reimbursable Direct Labor Expenses	Match Share Direct Labor Expenses	Total
Direct Labor Grand Totals				\$ -	\$ -	\$ -

Direct Labor Rates reimbursed by the Energy Commission cannot exceed the approved rates in the agreement. Contractors are not required to use this document. This is a suggested format for showing direct labor detail. Should you decide to use your own format, the same level of detail is still required. Employee Name, Job Classification/Title, Billed Labor Rate (before fringe benefits or overheads), # of Hours/Months Billed, and Totals.

Fringe Benefits

Employee Name	Job Classification / Title	Base Billed	Rate Billed	Reimbursable Fringe Benefits Expenses	Match Share Fringe Benefits Expenses	Total
		\$ -				\$ -
		#REF!				\$ -
		#REF!				\$ -
		#REF!				\$ -
		\$ -			\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Quarterly Fringe Benefits Totals				\$ -	\$ -	\$ -

Direct Operating Expenses - Materials - Tuition

Description	Purpose	Units	Units Costs	Reimbursable Direct Operating Expenses	Match Share Direct Operating Expenses	Total
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
		\$ -		\$ -	\$ -	\$ -
Quarterly Materials Totals				\$ -	\$ -	\$ -

Direct Labor Detail Worksheet

TRAVEL

Who	Departure and Destination	Trip Purpose	Reimbursable Travel Expenses	Match Share Travel Expenses	Total
		\$ -	\$ -	\$ -	\$ -
Quarterly Travel Totals			\$ -	\$ -	\$ -

Grant Invoice Template Instructions

Recipients only need to fill in non-shaded cells within this template. Shaded cells will be automatically populated from other sections of the template. The following instructions only address the non-shaded cells to be completed by the Recipient.

Recipient Name: Insert the full legal company name. This must match the company name found on the Payee Data Record Std 204.

Agreement Number: This is the Energy Commission grant number. The number will be a three part number separated by dashes: XXX-XX-XXX.

Invoice Number: Invoices shall be numbered sequentially beginning with 1. Organizations may append their own unique number if desired.

Period Covered by this Request: This is the period of time that this invoice covers. The period for the first invoice must start on or after the effective date of the agreement. However, for ARFVTP agreements, Match may be claimed as early as the NOPA posting date. For subsequent invoices, the first day of the period should be the day after the last day covered by your previous invoice. The period for the final invoice must end on or prior to the end date of the agreement. The Energy Commission will not reimburse for expenses incurred outside the approved agreement term.

Energy Commission Reimbursable

Agreement Reimbursable Budget: Enter amounts, by category, from the currently approved reimbursable budget in the agreement. NOTE: Subcontractor budget will be automatically populated from subcontractor

Reimbursable Expenses this Period: Enter amounts, by category, of the amount of incurred expenses to be reimbursed by the Energy Commission. NOTE: Subcontractor expenses will be automatically populated from the subcontractor summary.

Cumulative Expenses Billed to Date: Enter, by category, the cumulative total of all expenses reimbursed from the beginning of the agreement through and including this current invoice. NOTE: Subcontractor expenses will be automatically populated from the subcontractor summary.

Match Share

Agreement Match Share Budget: Enter amounts, by category, from the currently approved match share budget in the agreement.

Match Share Expenses this Period: Enter amounts, by category, of incurred expenses to be charged to match share. NOTE: Subcontractor expenses will be automatically populated from the subcontractor summary. Actual expenses that exceed reimbursable amounts or rates may be counted as match. Forgone profit, fees, or mark-ups are not eligible match share expenses. Forgone profit, fees and markups are those that are not actually paid to a contractor or subcontractor.

Cumulative Match Share Spent to Date: Enter, by category, the cumulative total of all expenses charged to match share from the beginning of the agreement through and including this current invoice. NOTE: Subcontractor expenses will be automatically populated from the subcontractor summary.

Grant Invoice Template Instructions

Retention, Final Invoice, and Recipient Certification

Retention Amount: Enter amount of the reimbursement request that will be withheld as retention by the Energy Commission. Refer to the agreement for specific retention requirements.

Retention Release Invoice Checkbox: Check this box if you are requesting a release of retention. Please contact your Commission Agreement Manager before requesting a release of retention. When requesting a retention release, no other reimbursable expenses can be requested on the same invoice.

Retention Release Amount: Enter the amount of retention to be released. Please contact your assigned Commission Agreement Manager to confirm retention amount prior to submission.

Final Invoice Checkbox: Check this box if this is your final invoice for your agreement.

Certification: Invoices must be signed and dated by an authorized representative of the prime recipient.

Subcontractor Summary – Energy Commission Reimbursable

Subcontractor Name: Enter the name of each subcontractor being reimbursed with Energy Commission funds.

Subcontractor Reimbursable Budget: Enter amounts, by subcontractor, from the currently approved reimbursable subcontractor budget in the agreement.

Subcontractor Reimbursable Expenses this Period: Enter amounts, by subcontractor, of incurred subcontractor expenses to be reimbursed by the Energy Commission under this invoice.

Cumulative Subcontractor Expenses Billed to Date: Enter, by subcontractor, the cumulative total of all subcontractor expenses reimbursed from the beginning of the agreement through and including this current

Subcontractor Business Certifications: Enter the appropriate code(s), by subcontractor, to identify if the subcontractor is a certified Micro Business (MB), Small Business (SB), or Disabled Veteran Business Enterprise (DVBE). You can check the California certification status of any entity here:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Subcontractor Summary – Match Share

Subcontractor Name: Enter the name of each subcontractor incurring match share expenditures or being paid with match share funds.

Subcontractor Match Share Budget: Enter amounts, by subcontractor, from the currently approved match share subcontractor budget in the agreement.

Subcontractor Match Share Expenses this Period: Enter amounts, by subcontractor, of subcontractor match share expenses incurred during the period covered by this invoice.

Grant Invoice Template Instructions

Cumulative Subcontractor Match Share Expenses to Date: Enter, by subcontractor, the cumulative total of all subcontractor match share expenses from the beginning of the agreement through and including this

Subcontractor Business Certifications: Enter the appropriate code(s), by subcontractor, to identify if the subcontractor is a certified Micro Business (MB), Small Business (SB), or Disabled Veteran Business Enterprise (DVBE). You can check the California certification status of any entity here:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Expense Category Definitions

All expenses claimed must be allowable per the agreement's approved scope of work, budget, and terms and conditions.

1. **Direct Labor** – Direct Labor is the actual salaries and wages paid to employees of the prime recipient charged under the agreement. Direct Labor expenses do not include fringe benefits, indirect costs or profit. Labor rates and hours/months billed must be documented for each employee to justify the expense. This invoice template contains an optional Direct Labor Detail worksheet. Recipients are encouraged to utilize this worksheet to document Direct Labor expenses. For Energy Commission reimbursable expenses, billed Direct Labor rates must be the actual Direct Labor rates paid, not to exceed the Direct Labor rates in the approved agreement budget. Actual rates exceeding budgeted rates may be charged as a match share expense.

2. **Fringe Benefits** – Fringe Benefits are allowable fringe benefit costs provided to employees. Reimbursable Fringe Benefits billed must be the actual Fringe Benefits paid, not to exceed the fringe benefit rate in the agreement budget. Upon request and at time of audit, Recipients must provide a fringe benefit rate calculation sheet and fringe benefit allocation methodology. The calculation sheet must list and detail the actual Fringe Benefit costs incurred to substantiate the Fringe Benefit rate charged under the agreement as either reimbursable or match share expenses. For Energy Commission reimbursable expenses, billed Fringe Benefit rates must be the actual Fringe Benefit rates paid, not to exceed the Fringe Benefit rates in the approved agreement budget. Actual rates exceeding budgeted rates may be charged as a match share expense.

3. **Travel** – Travel costs are allowable for travel that is directly related to the agreement. All reimbursable and match travel must be pre-approved prior to the trip being taken. Invoices must be accompanied by receipts and other back-up documentation as applicable for all travel expenditures. Reimbursement of travel expenditures is limited. The current reimbursable mileage and per diem can be found on the Energy Commission's website:

http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF

4. **Equipment** – Equipment is a tangible item purchased under the agreement that has a useful life of at least one year and a unit acquisition cost of at least \$5,000. Invoices must be accompanied by receipts and other applicable back-up documentation for all equipment expenditures. Purchase orders are not acceptable documentation for expenditures.

Grant Invoice Template Instructions

5. **Materials/Miscellaneous** – Materials are any tangible items purchased that do not conform to the definition of Equipment. Miscellaneous items are items of cost that do not fall under other budget categories. Services that involve labor are subcontracts, not miscellaneous. Invoices must be accompanied by receipts and other appropriate back-up documentation for all materials and miscellaneous expenditures. Purchase orders are not acceptable documentation for expenditures.

6. **Subcontracts** – A Subcontract is an agreement with a company that is providing a **service** to the Prime Recipient. If a company is providing only a tangible item to the Prime Recipient, these items of expense most likely should be categorized as either materials or equipment. Basic routine types of services that do not normally require a written contract (e.g., printing and binding) may be defined as miscellaneous. Invoices must be accompanied by subcontractor invoices, receipts, and other appropriate back-up documentation for all subcontractor expenditures. Purchase orders are not acceptable documentation for expenditures.

7. **Indirect Costs** – These are costs such as Overhead or General and Administrative costs as identified in the agreement budget. All indirect costs charged must be based on actual, incurred costs; reasonable; allocable to the project; and fully supported and documented. Upon request and at time of audit, Recipients must provide a rate calculation sheet(s) and allocation methodology(ies) for each indirect cost charged. The calculation sheet must list and detail the actual indirect costs incurred to substantiate the indirect rate(s) charged under the agreement as either reimbursable or match share expenses. Indirect costs must adhere to the Agreement Terms and Conditions, Generally Accepted Accounting Principles (GAAP) and the OMB Circular or Federal Acquisition Regulations applicable to your organization. The Energy Commission will only reimburse indirect costs allocable to the direct costs reimbursed by the Energy Commission. The Energy Commission will not reimburse indirect costs allocable to match share expenditures. For Energy Commission reimbursable expenses, billed Indirect Cost rate(s) must not exceed the Indirect Cost rate(s) in the approved agreement budget. Actual rates exceeding budgeted rates may be charged as a match share expense.

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

General:

Please note this workbook contains multiple sheets. This sheet is intended to serve as guidance for completing the "Certification Form" tab.

This form is required to be completed and submitted with each invoice request.

Recipient/Contractor shall complete all sections shaded in green.

Section II is required for all **EPIC and PIER Natural Gas Agreements** (grants and contracts).

Section III is required for only **PIER Natural Gas Agreements** (grants and contracts).

Responsibilities:

Recipient/Contractor shall complete the following:

1. Section I: Enter all the information requested in the green-shaded rows.

2. Section II: For each invoice, enter the Total Energy Commission Reimbursable Funds, and Total Energy Commission Reimbursable Funds Spent in California in the current billing period based on your actual invoices. All these amounts should include the retention amount. Add green-shaded rows as necessary. (Note: refer to your Agreement budget)

Under the Budget Amounts from the Agreement section, indicate the Energy Commission Reimbursable Budget Amount and the Committed Amount of Energy Commission Reimbursable Funds spent in California from your Agreement budget (see Category Budget).

3. Section III: For each invoice, enter the Total Energy Commission Reimbursable Funds, and Total Energy Commission Reimbursable Funds to California Based Entities (CBEs) for the current billing period based on your actual invoices. Add green-shaded rows as necessary. (Note: refer to your Agreement budget).

Under the Budget Amounts from the Agreement section, indicate the Energy Commission Reimbursable Budget Amount and the Committed Amount of Energy Commission Reimbursable Funds Spent with California Based Entities from your Agreement budget (see Category Budget).

4. Section IV: Please review the certification statement then sign and date.

Note: When the actual percentage drops below 98% of the committed percentage, the cell will turn red.

Definitions:**Funds spent in California**

"Spent in California" means that: (1) Funds under the "Direct Labor" category and all categories calculated based on direct labor (Prime and Subcontractor Labor Rates) are paid to individuals who pay California state income taxes on wages received for work performed under the agreement; and (2) Business transactions (e.g., material and equipment purchases, leases, rentals, and contractual work) are entered into with a business located in California.

For funds not considered "spent in California," please refer to the definition stated in the associated solicitation under which this agreement was awarded.

California-Based Entity

A CBE is a corporation or other business form organized for the transaction of business that either:

- * Has its headquarters in California AND manufactures in California the product that is the subject of the award; OR
- * Has an office for the transaction of business in California AND substantially manufactures the product or substantially performs the research within California that is the subject of the award.

Gross Invoice

This is the California Energy Commission reimbursable invoice amount before retention is withheld (if applicable).

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

Section I - Agreement Information

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

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

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

Budget Amounts from the Agreement:

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

Actual Invoice Expenditures:

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

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

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

Budget Amounts from the Agreement:

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

Actual Invoice Expenditures:

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

Section IV - Certification

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

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

[Signature and Title Here]

[Date]

Signature of Authorized Agent:

[Signature and Title Here]

[Date]