

A) New Agreement # EPC-20-036 (to be completed by CGL office)

B) Division		Agreement	: Manager:	Phone
ERDD		Anish Gaut		916-776-0759
C) Recipient's Legal Name		Federal ID Number		
AgMonitor Inc.				46-1390134
D) Title of Project				
Load Shifting During Critical	Summer Hours	via Program	ımable Irrigatio	n
E) Term and Amount				
Start Date	End Date		Amount	
5/15/2021	6/30/2023		\$ 349,972	
F) Business Meeting Infor	mation			
☐ ARFVTP agreements \$	75K and under c	delegated to I	Executive Dire	ctor
Proposed Business Meeting	J Date 5/12/2021	1 🗌 Consen	t 🛛 Discussio	on
Business Meeting Presente	r Anish Gautam	Time Neede	d: 5 minutes	
Please select one list serve	. EPIC (Electric	Program Inv	estment Char	ge)
Agenda Item Subject and	Description:			
AgMonitor Inc. Proposed re \$349,972 grant to expand the adopting staff's determination help California growers irrig shifting. The technology will least 7 MW of load shifting of (Staff Presentation: 5 minute	he recipient's inron that this action ate outside of pelloyed on over the agreem	novative softw n is exempt f eak demand n at least 10,0	vare-as-a-serv rom CEQA. Th periods and ac 000 acres of fa	ice technology, and ne software technology will chieve permanent load rmland and will achieve at
G) California Environmen	tal Quality Act	(CEQA) Com	npliance	
1. Is Agreement cons	idered a "Projec	t" under CEC)A?	
Yes (skip to que	estion 2)			
	he following (PR	C 21065 and	14 CCR 1537	['] 8)):
Explain why Agree	ment is not cons	sidered a "Pro	oject":	
☐ Categori Cal. Code F	-	st PRC and/c List CCR sec 15301, 15303	or CCR section ction number: 3, 15306	

Explain reason why Agreement is exempt under the above section:

This project will expand an existing software technology and will install new, small equipment such as power meters, soil moisture sensors and valves and motors on existing irrigation lines at a number of existing farms. The software technology will be used to schedule irrigation, track when irrigation pumps are in use and will generate automated reporting of information such as time of use, and electricity and water consumption. The new, small equipment will be placed or installed within existing growing areas and surrounding existing facilities at the farms and involve no construction activities, does not involve any hazardous materials, and will not generate noise or odors in excess of permitted levels.

This project is therefore categorically exempt from environmental review pursuant to CEQA Guidelines section 15301 as minor alteration to existing facilities that involve negligible or no expansion of an existing or former use at the sites. The project is also categorically exempt pursuant to CEQA Guideline section 15303 as the installation of small new equipment in small structures. The project is also categorically exempt pursuant to CEQA Guidelines section 15306 as basic data collection, research, and resource evaluation activities. The project does not involve an unusual circumstances, will not result in damage to any scenic resources within a highway officially designated as a state scenic highway, none of the installation sites are included on any list compiled pursuant to Government Code section 65962.5, and the project will not cause a substantial adverse change in the significant of a historical resource. Therefore, none of the exceptions to exemptions listed in CEQA Guidelines section 15300.2 apply to this project and the project, when considered as a whole, will not result in a cumulative impact that is significant on the environment.

Agreement IS NOT exempt. (consult with the legal office to determine next steps)
Check all that apply
☐ Initial Study
☐ Negative Declaration
☐ Mitigated Negative Declaration
☐ Environmental Impact Report
☐ Statement of Overriding Considerations

H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

Legal Company Name:	Budget
Center for Irrigation Technology at California State University Fresno	\$ 29,972
Naico ITS, Inc	\$ 20,000
West Hills College Coalinga	\$ 3,000
Aduro Accounting and Consulting	Match only
Mamala Research	Match only



CALIFORNIA ENERGY COMMISSION

I) List all key partners: (attach additional sheets as necessary)

Legal Company Name:	

J) Budget Information

	Funding Source	Funding Year of Appropriation	Budget List Number	Amount
EP	IC	19-20	301.001G	\$349,972
				\$

R&D Program Area: EERO: IAW TOTAL: \$ 349,972

Explanation for "Other" selection

Reimbursement Contract #: Federal Agreement #:

2. Recipient's Project Manager



K) Recipient's Contact Information1. Recipient's Administrator/Officer

Name: Kevin Langham		Name: Kevin Langham		
Address: 55 E 3rd Ave		Address: 55 E 3rd Ave City, State, Zip: San Mateo, CA 94401-4010		
City, State, Zip: San Mateo, Ca 94401-4010	A			
Phone: (415)658-7125		Phone: (415)658-7125		
E-Mail: kevin@agmonitor.com		E-Mail: kevin@agmonitor.com		
L) Selection Process Used				
Competitive Solicitation: N/A				
☐ First Come First Served Solicitat	ion: N/A			
	Funding (SB 115)			
-	3 ()			
M) The following items should be	attached to this GRF			
 Exhibit A, Scope of Work 				
2. Exhibit B, Budget Detail				
3. CEC 105, Questionnaire for Identifying Conflicts				
4. Recipient Resolution	⊠ N/A	Attached		
5. CEQA Documentation	□ N/A			
Agreement Manager	Date			
Office Manager	Date			
Deputy Director	Date			

I. TASK ACRONYM/TERM LISTS

A. Task List

Task #	CPR ¹	Task Name
1		General Project Tasks
2		Seasonal Planning
3		Daily Operation
4		Weekly Reporting
5	CPR	Enlist Demonstration and Deployment (TDD) sites
6		Project Measurement and Verification
7		Evaluation of Project Benefits
8		Technology/Knowledge Transfer Activities

B. Acronym/Term List

Acronym/Term	Meaning
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
DR	Demand Response
EE	Energy Efficiency
Green Button	The Green Button initiative is an industry-led effort that responds to a 2012
	White House call-to-action to provide utility customers with easy and
	secure access to their energy usage information in a consumer-friendly and
	computer-friendly format for electricity, natural gas, and water usage.
PLS	Permanent Load Shifting
Recipient	AgMonitor Inc.
ROI	Return on Investment
TAC	Technical Advisory Committee
TDD	Technology Demonstration and Deployment sites

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

A. Purpose of Agreement

The purpose of this Agreement is to fund the expansion of the Recipient's innovative technology to help California growers irrigate outside of peak demand periods and achieve permanent load shifting. The technology will be deployed on at least 10,000 acres of farmland and will achieve at least 7 MW of load shifting over the agreement term.

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.

B. Problem/ Solution Statement

Problem

Demand response and load shifting in agriculture are not new ideas, but adoption has been limited due to three major hurdles that have not been addressed until now: (1) the integration of smart meter data into simple reports that can be used both by the field crew who operate the irrigation system and the accountant who enrolls the farm in the load shifting program; (2) the ability to irrigate off-peak using irrigation scheduling software that can be applied to both manually and automatically controlled systems; and (3) the ability to perform rate recommendation and reporting when on-farm solar generation resources are present.

Solution

The Recipient has developed a comprehensive solution through working closely with California growers that address their concerns with load shifting, while providing simple ROI metrics. Under this Agreement, the Recipient will build specific new solutions around each technical task. The first is a software tool that allows farmers to check load shifting capacity with regards to their irrigation constraints (Task 2). The second is seamless integration with both manual and automated irrigation systems (Task 3). The third is weekly and annual reporting that allows growers to check their performance weekly and receive high level feedback on an annual basis to show cost-effectiveness (Task 4).

C. Goals and Objectives of the Agreement

Agreement Goals

The goals of this Agreement are to:

- Develop and deploy new software on the Recipient's platform that eases the practical constraints for growers to irrigate off-peak (Tasks 2, 3 & 4)
- Enroll at least 10,000 acres of farmland on which to deploy the newly developed software
- Shift at least 3 MW of load off peak by Aug 1st, 2021 and at least 7 MW of load off peak by Dec 31st, 2022. (Tasks 5, 6 & 7)
- Develop new online class materials with educational partners and participate in outreach and technology transfer events around the goals of this project (Task 8)

Ratepayer Benefits:² This Agreement will result in the ratepayer benefits of lower costs and greater electricity reliability. Agricultural ratepayers that participate in the project will see significant savings on their bill from reduced peak demand charges on their monthly energy bills. Preliminary studies from the Recipient's previous EPIC grant revealed an average energy bill reduction of \$30/acre. An assumed 5 percent projected market penetration over the next 5 years will result in 300,000 acres deployed and a total of \$12,300,000 in ratepayer savings. Additionally, permanent load shifting during peak times will increase system reliability and predictability at the grid level.

² 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).

Technological Advancement and Breakthroughs: This Agreement will lead to technological advancement and breakthroughs to overcome barriers to the achievement of the State of California's statutory energy goals by increasing ratepayer participation in the agricultural sector in permanent load shifting. Load shifting refers to the coordinated, targeted modification of the timing of power consumption by utility customers to better align with the daily cycles in power generation. Technical and practical hurdles have prevented California growers from participating in these programs. The addition of planning, operations and reporting DR features to the Recipient's software platform will help growers overcome these hurdles and shift at least 7 MW of power off the grid during peak times. Increased participation in load shifting will to help to ensure a safe and reliable supply of power to all Californians under a changing grid mix with increasing reliance on renewable energy sources such as solar.

Agreement Objectives

The objective of this Agreement is to:

Develop and deploy new demand response software features on the Recipient's platform to help growers on at least 10,000 acres achieve at least 7 MW of load shifting away from the critical hours (such as 5-8 pm) when the sun sets and the grid sees a large ramp in net demand ("duck curve").

III. TASK 1 GENERAL PROJECT TASKS

PRODUCTS

Subtask 1.1 Products

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

The Recipient shall:

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

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

 Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For products that require a final version only

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

For all products

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

<u>Instructions for Submitting Electronic Files and Developing Software:</u>

Electronic File Format

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

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

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

Software Application Development

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

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

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

MEETINGS

Subtask 1.2 Kick-off Meeting

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

The Recipient shall:

 Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), and any other CEC staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The <u>administrative portion</u> of the meeting will include discussion of the following:

- Terms and conditions of the Agreement;
- Invoicing and auditing procedures;
- Administrative products (subtask 1.1);
- CPR meetings (subtask 1.3);
- Match fund documentation (subtask 1.7);
- Permit documentation (subtask 1.8);
- Subcontracts (subtask 1.9); and
- Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
- An updated Project Schedule;
- Technical products (subtask 1.1);
- Progress reports (subtask 1.5);
- Final Report (subtask 1.6);
- o Technical Advisory Committee meetings (subtasks 1.10 and 1.11); and
- Any other relevant topics.
- Provide *Kick-off Meeting Presentation* to include but not limited to:
 - Project overview (i.e. project description, goals and objectives, technical tasks, expected benefits, etc.)
 - Project schedule that identifies milestones
 - List of potential risk factors and hurdles, and mitigation strategy
- Provide an Updated Project Schedule, Match Funds Status Letter, and Permit Status Letter, as needed to reflect any changes in the documents.

The CAM shall:

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

Recipient Products:

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

CAM Product:

Kick-off Meeting Agenda

Subtask 1.3 Critical Project Review (CPR) Meetings

The goal of this subtask is to determine if the project should continue to receive CEC funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget 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 CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the CAM.

The Recipient shall:

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

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a CPR Agenda with a list of expected CPR participants in advance of the CPR meeting. If applicable, the agenda 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)

CAM Products:

- CPR Agenda
- Progress Determination

Subtask 1.4 Final Meeting

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

The Recipient shall:

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

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

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

Products:

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

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 progress made on all Agreement activities as specified in the scope of work for the preceding month, including accomplishments, problems, milestones, products, schedule, fiscal status, and an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications.
- Submit a monthly or quarterly *Invoice* that follows the instructions in the "Payment of Funds" section of the terms and conditions, including a financial report on Match Funds and in-state 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. When creating the Final Report Outline and the Final Report, the Recipient must use the CEC 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 *Energy Commission Style Manual* provided by the CAM.

Recipient Products:

• Final Report Outline (draft and final)

CAM Product:

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

Subtask 1.6.2 Final Report

The Recipient shall:

- Prepare a Final Report for this Agreement in accordance with the approved Final Report Outline, Energy Commission Style Manual, and Final Report Template provided by the CAM with the following considerations:
 - o Ensure that the report includes the following items, in the following order:

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

Products:

- Summary of TAC Comments
- Draft Final Report
- Written Responses to Comments (if applicable)
- 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 CEC 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 CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

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

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

Products:

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

Subtask 1.8 Permits

The goal of this subtask is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

The Recipient shall:

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

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.

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

Products:

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

Subtask 1.9 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 each 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:

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

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

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

The Recipient shall:

- Prepare a List of Potential TAC Members that includes the names, companies, physical
 and electronic addresses, and phone numbers of potential members. The list will be
 discussed at the Kick-off meeting, and a schedule for recruiting members and holding the
 first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.11.
- Prepare a List of TAC Members once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

Products:

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

Subtask 1.11 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.

The TAC shall:

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

Products:

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

Subtask 1.12 Project Performance Metrics

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

The Recipient shall:

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

Products:

- TAC Performance Metrics Summary
- Project Performance Metrics Results

IV. TECHNICAL TASKS

TASK 2: SEASONAL PLANNING

The goal of this task is to help farms integrate the new definition of peak demand hours (changed from 12-6 pm to 5-8 pm, or as determined by the applicable electrical utility's rate schedule) into their irrigation plans that are based on agronomic needs. It is a critical step that is well timed when labor regulations are changing, and many farms are changing the schedule of irrigators (no longer exempt) or purchasing automation systems to reduce labor costs. The Recipient will develop new visualization tools so a farm can decide what ranch to put under the load shifting program and what savings the farm can expect.

The Recipient shall:

- Design and implement new software modules to visualize impact of new peak hours against agronomic needs for a typical irrigation week.
- Develop new software module to estimate savings (electricity and water savings) from implementing off-peak irrigation for a particular ranch based on Green Button data.
- Prepare a Seasonal Planning Report on ways to balance the various farming needs with participation in load shifting opportunities. Report shall provide guidance to maximize enlisting farms to participate in the program to maximize load shift potential and identify the challenges and potential recommended solutions.

Products:

Seasonal Planning Report (draft and final)

TASK 3: DAILY OPERATION

The goal of this task is to integrate scheduling seamlessly with both manual and automated irrigation systems. It is challenging for any farm crew to exactly irrigate a number of hours due to other field activities but it is critical that the pumps are shut-off between 5 pm and 8 pm (or based on the applicable electric utility rate schedule) to reliably reduce the power load during periods of high strain on the grid in the summer.

The Recipient shall:

- Update the workflow of irrigation using existing CropMonitor product based on growers' feedback and update the User Interface.
- Select and integrate a second vendor for automation systems beyond the existing vendor that was part of the previous EPIC project EPC-16-051.
- Integrate daily alerts into the platform to facilitate the implementation of the program. Reminders will be included via software (automatic control), local timers (automatic shutoffs) and via stickers at the pumps in English and Spanish (manual control).
- Prepare Daily Operation Report to summarize the activities and findings of this task as it relates to maintaining off-peak irrigation.

Products:

Daily Operation Report (draft and final)

TASK 4: WEEKLY REPORTING

The goal of this task is to provide a simple weekly report to both the Ranch Manager who oversees the ranch operations and the Accountant who pays the utility bill (planning and billing).

The Recipient shall:

- Update the Weekly Ranch Report feature of the RanchMonitor™ product for both manual and automatic control, including the percentage of irrigation hours off peak.
- Provide more troubleshooting and visualization capability for automation systems part of the CropMonitor product, including precision metrics.
- Develop a new webpage to monitor the aggregate load shifted in megawatts every day during the summer so the project can meet its goals.
- Write Yearly Summary Report to summarize, but not be limited to, the percent off-peak
 irrigation by farms, aggregate load shifted by day, week, and month for the 2021 and
 2022 growing season as compared to the baseline. The report should clearly identify any
 on-peak operations and the associated missed savings (electricity and water)to provide
 incentive to the farm to adjust operations.

Products:

Yearly Summary Report (draft and final)

TASK 5: ENLIST DEMONSTRATION AND DEPLOYMENT SITES

The goal of this task is to enlist deployment sites to reach the goal of shifting at least 7 Megawatts (MW) off peak with a milestone of shifting at least 3 MW off peak by August 1, 2021. One demonstration site is planned at or near CSU Fresno, which will focus on the integration of farming practices (seasonal planning) and load shifting (grid needs), and one demonstration site at or near WHC Coalinga focused on high penetration of solar. Regular feedback will be provided to farms using weekly reports (Task 4) and the Investor Owned Utilities (IOU) thanks to new "network operating center" visualizations.

The Recipient shall:

- Enlist progressive farms directly to reach at least 3 MW before August 1, 2021.
- Provide List of Farms Sites with Commitment Letters for Summer 2021 to the CAM during the kick-off meeting.
- Enlist farms with IOU partners to secure the remaining 4 MW before summer 2022.
- Provide Updated List of Farms Sites with Commitment Letters for Summer 2022 to CAM for the remaining 4 MW or more for Summer 2022.
- Write *Demonstration and Deployment Report* to summarize the activities and findings of Task 5 and at least the following:
 - o Discuss incentives beyond price signals built in the new rates.
 - Develop a new webpage to monitor the aggregate load shifted in megawatts every day during the summer so the project can meet its goal of at least 7 MW.
- Prepare a CPR Report and participate in a CPR meeting in accordance with subtask 1.3 (CPR Meetings).

Products:

- List of Farm Sites with Commitment Letters for Summer 2021
- Updated List of Farm Sites Commitment Letters for Summer 2022
- Demonstration and Deployment Report (draft and final)

CPR Report

TASK 6: PROJECT MEASUREMENT AND VERIFICATION

The goal of this task is to conduct independent third-party measurement and verification (M&V) to measure and quantify project benefits.

The Recipient shall:

- Consult with the CAM to identify and confirm the specific project benefits to be measured. At a minimum this will include pre- and post-project energy use (kilowatt hours, kilowatts, therms), and calculations of energy cost savings and greenhouse gas emissions. When directed by the CAM, this can include pre- and post-project measurements of water use (million gallons) and other project benefits, and calculations of the resulting cost savings and greenhouse gas emission reductions.
- Enter into agreement with M&V vendor per Task 1.9.
- Coordinate site visits with the M&V firm at the demonstration site(s) identified.
- Develop M&V Plan for pre-install measurement of:
 - Baseline percentage of off-peak irrigation (%)
 - Baseline precision for manual and automatic control (%)
 - Baseline energy cost per month (\$)
 - Baseline power load shifted (MW)
- Perform pre-install measurements based on the M&V Plan for pre-install
- Develop M&V Plan for post-install measurement of:
 - Improvement in percentage of off-peak irrigation (%)
 - o Improvement in precision for manual and automatic control (%)
 - Energy cost savings per month (\$)
 - o Reduction in power load (MW) between 5-8 pm (PG&E) and 4-9 pm (SCE)
- Perform post-install measurements based on M&V Plan for post-install
- Prepare M&V Findings Reports for each demonstration site(s) that includes M&V Plan, pre and post install measurements, analysis, and results performed in this task as agreed upon with the CAM.

Products:

M&V Findings Reports

TASK 7: EVALUATION OF PROJECT BENEFITS

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

The Recipient shall:

- Complete the Initial Project Benefits Questionnaire. The Initial Project Benefits Questionnaire shall be initially completed by the Recipient with 'Kick-off' selected for the 'Relevant data collection period' and submitted to the CAM for review and approval.
- Complete the *Annual Survey* by December 15th of each year. The Annual Survey includes but is not limited to the following information:
 - Technology commercialization progress
 - New media and publications
 - Company growth

- Follow-on funding and awards received
- Complete the Final Project Benefits Questionnaire. The Final Project Benefits
 Questionnaire shall be completed by the Recipient with 'Final' selected for the
 'Relevant data collection period' and submitted to the CAM for review and
 approval.
- Respond to CAM questions regarding the questionnaire drafts.
- Complete and update the project profile on the CEC's public online project and recipient directory on the <u>Energize Innovation website</u> (<u>www.energizeinnovation.fund</u>), and provide <u>Documentation of Project Profile on EnergizeInnovation.fund</u>, including the profile link.
- If the Prime Recipient is an Innovation Partner on the project, complete and update the organizational profile on the CEC's public online project and recipient directory on the <u>Energize Innovation website</u> (<u>www.energizeinnovation.fund</u>), and provide *Documentation of Organization Profile on EnergizeInnovation.fund*, including the profile link.

Products:

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

TASK 8: TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES

The goal of this task is to conduct activities that will accelerate the commercial adoption of the technology being supported under this agreement. Eligible activities include, but are not limited to, the following:

- Scale-up analysis including manufacturing analysis, independent design verification, and process improvement efforts.
- Technology verification testing, or application to a test bed program located in California.
- Legal services or licensing to secure necessary intellectual property to further develop the technology
- Market research, business plan development, and cost-performance modeling.
- Entry into an incubator or accelerator program located in California.

The Recipient Shall:

- Develop and submit a *Technology Transfer Plan (Draft/Final)* that identifies the proposed activities the recipient will conduct to accelerate the successful commercial adoption of the technology.
- Present the *Draft Technology Transfer Plan* to the TAC for feedback and comments.

- Develop and submit a Summary of TAC Comments that summarizes comments received from the TAC members on the Draft Technology Transfer Plan. This document will identify:
 - TAC comments the recipient proposes to incorporate into the *Final Technology Transfer Plan*.
 - TAC comments the recipient does not propose to incorporate with and explanation why.
- Submit the Final Technology Transfer Plan to the CAM for approval.
- Implement activities identified in Final Technology Transfer Plan.
- Develop and submit a Technology Transfer Summary Report (Draft/Final) that
 includes high level summaries of the activities, results, and lessons learned of tasks
 performed relating to implementing the Final Technology Transfer Plan. This report
 should not include any proprietary information.
- When directed by the CAM, develop presentation materials for an CEC- sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in annual EPIC symposium(s) sponsored by the CEC.
- Provide at least six (6) *High Quality Digital Photographs* (minimum resolution of 1300x500 pixels in landscape ratio) of pre- and post-technology installation at the project sites or related project photographs.

Products:

- Technology Transfer Plan (Draft/Final)
- Summary of TAC Comments
- Technology Transfer Summary Report (Draft/Final)
- High Quality Digital Photographs

V. PROJECT SCHEDULE

Please see the attached Excel spreadsheet.

RESOLUTION NO: 21-0512-9

STATE OF CALIFORNIA

STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: AGMONITOR, INC.

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement EPC-20-036 with AgMonitor Inc. for a \$349,972 grant to expand the recipient's innovative software-as-a-service technology, The software technology will help California growers irrigate outside of peak demand periods and achieve permanent load shifting. The technology will be deployed on at least 10,000 acres of farmland and will achieve at least 7 MW of load shifting over the agreement term; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the CEC.

<u>CERTIFICATION</u>

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the CEC held on May 12, 2021.

AYE:		
NAY:		
ABSENT:		
ABSTAIN:		
	Datricia Oadaa	
	Patricia Carlos	
	Secretariat	