**Proposed Business Meeting**

**Date:** 9/21/2018  
**Presenter:** Jackson Thach  
**Time Needed:** 5 minutes

**Proposed Business Meeting Subject and Description**

Prospect Silicon Valley. Proposed resolution approving Amendment 1 to mutually terminate Agreement EPC-15-064 with Prospect Silicon Valley. The grant was to demonstrate the installation of innovative technologies to retrofit an existing, low-income property to become zero net energy. The project can no longer meet solicitation goals and be completed within the agreement term.

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### Legal Company Name and Budget

<table>
<thead>
<tr>
<th>Legal Company Name</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integral Group, Inc.</td>
<td>$200,000</td>
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<tr>
<td>National Renewable Energy Laboratory (NREL)</td>
<td>$350,000</td>
</tr>
<tr>
<td>RMW Architecture &amp; Interiors</td>
<td>$198,592</td>
</tr>
<tr>
<td>Chinatown Community Development Center</td>
<td>$1,795,598</td>
</tr>
<tr>
<td>San Francisco 2030 District c/o RMW Architects</td>
<td>$150,000</td>
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<td>$</td>
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</table>
D) Budget Information

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Funding Year of Appropriation</th>
<th>Budget List No.</th>
<th>Amount</th>
</tr>
</thead>
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</table>

R&D Program Area: EERO: Buildings

Explain for “Other” selection

Reimbursement Contract #: Federal Agreement #: 

1. Is Agreement considered a “Project” under CEQA?
   - [ ] Yes (skip to question 2)
   - [x] No (complete the following (PRC 21065 and 14 CCR 15378)):
     Explain why Agreement is not considered a “Project”:
     Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because There is no project anymore because the agreement is being mutually terminated. No activities remain to be performed, via any surviving terms and conditions or under the mutual termination agreement, that have the potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment.

2. If Agreement is considered a “Project” under CEQA:
   - [ ] a) Agreement IS exempt. (Attach draft NOE)
     - Statutory Exemption. List PRC and/or CCR section number: 
     - Categorical Exemption. List CCR section number: 
     - Common Sense Exemption. 14 CCR 15061 (b) (3)
     Explain reason why Agreement is exempt under the above section:
   - [x] b) 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

1. Exhibit A, Scope of Work
   - [ ] N/A Attached

2. Exhibit B, Budget Detail
   - [ ] N/A Attached

3. CEQA Documentation
   - [ ] N/A Attached

4. Novation Documentation
   - [ ] N/A Attached

5. CEC 105, Questionnaire for Identifying Conflicts
   - [x] Attached
MUTUAL TERMINATION

The State Energy Resources Conservation and Development Commission ("Energy Commission") and Prospect Silicon Valley enter into this Mutual Termination Agreement ("Agreement").

1. Definitions

In addition to any terms that might be defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1 "Energy Commission" or "Commission" means the State Energy Resources Conservation and Development Commission, located at 1516 9th Street, Sacramento, California 95814.

1.2 "Prospect Silicon Valley" means Prospect Silicon Valley, located at 1608 Las Plumas Avenue, San Jose, California 95133.

1.3 "Agreement" means this Mutual Termination.

1.4 "Grant" means the grant entered into between the Parties (Energy Commission grant number EPC-15-064).

1.5 "Effective Date" means the date the Parties execute this Agreement, which is the date the last of the Parties signs it.

1.6 "Parties" refers to both the Energy Commission and Prospect Silicon Valley.

1.7 "Party" refers to either the Energy Commission or Prospect Silicon Valley.

2. Mutual Termination and Payment

The Parties mutually agree the Grant is terminated as of this Agreement’s Effective Date; Prospect Silicon Valley is not obligated to perform any further work on the tasks in the Grant’s scope of work, and the Commission is not obligated to disburse any further funds to Prospect Silicon Valley relative to this grant. Both Parties voluntarily enter into this Agreement in an effort to efficiently end the Grant.

Prospect Silicon Valley will pay the Energy Commission $95,371.02 over two years in eight installments of $11,921.38. The first installment is due on October 1, 2018 and the next payments are due quarterly according to Table 1. Nothing precludes Prospect Silicon Valley from making payments earlier than scheduled should it choose to do so.
Table 1 Payment Table for Prospect Silicon Valley

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Due Date</th>
<th>Amount of Payment Due to the Energy Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>October 1, 2018</td>
<td>$11,921.38</td>
</tr>
<tr>
<td>2</td>
<td>January 1, 2019</td>
<td>$11,921.38</td>
</tr>
<tr>
<td>3</td>
<td>April 1, 2019</td>
<td>$11,921.38</td>
</tr>
<tr>
<td>4</td>
<td>July 1, 2019</td>
<td>$11,921.38</td>
</tr>
<tr>
<td>5</td>
<td>October 1, 2019</td>
<td>$11,921.38</td>
</tr>
<tr>
<td>6</td>
<td>January 1, 2020</td>
<td>$11,921.38</td>
</tr>
<tr>
<td>7</td>
<td>April 1, 2020</td>
<td>$11,921.38</td>
</tr>
<tr>
<td>8</td>
<td>July 1, 2020</td>
<td>$11,921.36</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$95,371.02</td>
</tr>
</tbody>
</table>

These payments shall be paid by checks payable to the State Energy Resources Conservation and Development Commission. All checks shall have written or typed on them “Prospect Silicon Valley EPC-15-064” and shall be mailed to:

California Energy Commission
1516 9th Street, MS 2
Sacramento, CA 95814

If Prospect Silicon Valley fails to make payments under this Agreement, the Energy Commission, in addition to any other rights and remedies it may have, may stop or terminate any other grant, contract, loan, or other agreement it has with Prospect Silicon Valley.

3. Miscellaneous

3.1 Governing Law
This Agreement is entered into, and shall be construed and interpreted, in accordance with the laws of the State of California.

3.2 Modifications in Writing Only
This Agreement may not be amended or modified in any respect except by a written instrument duly executed by the parties to this Agreement.

3.3 Severability
Should any one or more of the terms or provisions of this Agreement be determined to be illegal or unenforceable, all other terms and provisions will nevertheless remain effective.

3.4 Counterparts
The Parties hereby agree that faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument.

3.5 Entire Agreement
This Agreement contains the entire agreement between the Parties.

<table>
<thead>
<tr>
<th>CALIFORNIA ENERGY COMMISSION</th>
<th>Prospect Silicon Valley</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED SIGNATURE</td>
<td>AUTHORIZED SIGNATURE</td>
</tr>
<tr>
<td>DATE</td>
<td>DATE</td>
</tr>
<tr>
<td>NAME</td>
<td>Ruth F. Cox</td>
</tr>
<tr>
<td>Drew Bohan</td>
<td>Ruth F. Cox</td>
</tr>
<tr>
<td>TITLE</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td>Executive Director</td>
<td></td>
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</tbody>
</table>
RESOLUTION NO: 18-0921-1g

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: PROSPECT SILICON VALLEY

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

RESOLVED, that the Energy Commission approves Amendment 1 to mutually terminate Agreement EPC-15-064 with Prospect Silicon Valley. The grant was to demonstrate the installation of innovative technologies to retrofit an existing, low-income property to become zero net energy. The project can no longer be completed within the agreement term and meet the solicitation requirements; and

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

CERTIFICATION

The undersigned Secretariat to the Commission 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 California Energy Commission held on September 21, 2018.

AYE: [List of Commissioners]
NAY: [List of Commissioners]
ABSENT: [List of Commissioners]
ABSTAIN: [List of Commissioners]

Cody Goldthrite,
Secretariat