

**GRANT AMENDMENT REQUEST FORM (GARF)**CEC-277 (Revised 10/2015)  
COMMISSION

CALIFORNIA ENERGY



Original Agreement #	EPC-15-064		1
ERDD	Jackson Thach	51	916-327-1625

Prospect Silicon Valley	27-0220018
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<input type="checkbox"/> Term Extension	New End Date: 9/19/2018	Include revised schedule and complete items A, B, C, & F below.
<input type="checkbox"/> Budget Augmentation	Amendment Amount: \$ 0	Include revised budget and complete items A, B, C, D & F below.
<input type="checkbox"/> Budget Reallocation		Include revised budget and complete items A, B, C, & F below.
<input type="checkbox"/> Scope of Work Revision		Include revised scope of work and complete items A, B, C, E & F below.
<input type="checkbox"/> Change in Project Location or Demonstration Site		Include revised scope of work and complete items A, B, C, E & F below.
<input type="checkbox"/> Novation/Name Change of Prime Contractor/Recipient		Include novation documentation and complete items A, B, C, & F below.
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits with bold/underline/strikeout and complete items A, B, C, & F below.

**Business Meeting approval is not required for the following types of Agreements:**☐ ARFVTP agreements under \$75K delegated to Executive Director.

Proposed Business Meeting Date	9/21/2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Discussion
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Business Meeting Presenter	Jackson Thach	Time Needed:	5 minutes
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Please select one list serve. EPIC (Electric Program Investment Charge)

**Agenda Item 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.

Legal Company Name:	Budget
Integral Group, Inc.	\$ 200,000
National Renewable Energy Laboratory (NREL)	\$ 350,000
RMW Architecture & Interiors	\$ 198,592
Chinatown Community Development Center	\$ 1,795,598
San Francisco 2030 District c/o RMW Architects	\$ 150,000
	\$
	\$
	\$
	\$

Legal Company Name:

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**D) Budget Information**

Funding Source	Funding Year of Appropriation	Budget List No.	Amount
			\$
			\$
			\$
			\$
			\$
			\$
R&D Program Area:	EERO: Buildings		\$
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

1. Is Agreement considered a "Project" under CEQA?  
☐ Yes (skip to question 2) ☒ 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:
- ☐ b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)  
 Check all that apply  
☐ Initial Study ☐ Environmental Impact Report  
☐ Negative Declaration ☐ Statement of Overriding Considerations  
☐ Mitigated Negative Declaration

- |   |   |  |
|---|---|--|
| 1. Exhibit A, Scope of Work                         | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 2. Exhibit B, Budget Detail                         | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 3. CEQA Documentation                               | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 4. Novation Documentation                           | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 5. CEC 105, Questionnaire for Identifying Conflicts |   | <input checked="" type="checkbox"/> Attached |

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

## **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 9<sup>th</sup> 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

Payment Number	Due Date	Amount of Payment Due to the Energy Commission
1	October 1, 2018	\$11,921.38
2	January 1, 2019	\$11,921.38
3	April 1, 2019	\$11,921.38
4	July 1, 2019	\$11,921.38
5	October 1, 2019	\$11,921.38
6	January 1, 2020	\$11,921.38
7	April 1, 2020	\$11,921.38
8	July 1, 2020	\$11,921.36
	Total	\$95,371.02

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 9<sup>th</sup> 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.

CALIFORNIA ENERGY COMMISSION		Prospect Silicon Valley	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
		<i>Ruth F. Cox</i>	8-7-18
NAME		NAME	
Drew Bohan		<i>RUTH F. COX</i>	
TITLE		TITLE	
Executive Director		<i>Chief Executive officer</i>	
CALIFORNIA ENERGY COMMISSION ADDRESS			
1516 9th Street, Sacramento, CA 95814			

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]

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Cody Goldthrite,  
Secretariat