

**GRANT AMENDMENT REQUEST FORM (GARF)**

CEC-277 (Revised 10/2015)

CALIFORNIA ENERGY COMMISSION



Original Agreement #	EPC-14-034	Amendment #	1
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<b>Division</b>	<b>Agreement Manager:</b>	<b>MS-</b>	<b>Phone</b>
ERDD	Silvia Palma-Rojas	43	916-327-1716

<b>Recipient's Legal Name</b>	<b>Federal ID Number</b>
Interra Energy, Inc.	90-0716067

<b>Revisions:</b> (check all that apply)		
<input type="checkbox"/> Term Extension	New End Date:	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.

**A) Business Meeting Information****Business Meeting approval is not required for the following types of Agreements:**

ARFVTP agreements under \$75K delegated to Executive Director.

Proposed Business Meeting Date	8/9/2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Discussion
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Business Meeting Presenter	Silvia Palma-Rojas	Time Needed:	minutes
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Please select one list serve. EPIC (Electric Program Investment Charge)

**Agenda Item Subject and Description**

INTERRA ENERGY, INC. Proposed resolution approving mutual termination of Agreement EPC-14-034 with Interra Energy, Inc., a \$2,000,000 grant to install and demonstrate a modular bioenergy technology. The project faced technological challenges and Interra Energy, Inc. was unable to demonstrate progress towards meeting the requirements of the Agreement. (EPIC funding) Contact: Silvia Palma-Rojas.

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

Legal Company Name:	Budget
Adept Process Services	\$ 99,999
San Diego State University Research Foundation	\$ 70,000
Cyth Systems	\$ 45,000
	\$
	\$
	\$
	\$
	\$
	\$

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

Legal Company Name:

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

**E) California Environmental Quality Act (CEQA) Compliance**

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":  
 This is a termination agreement which will cease all project activities that may have caused a direct or 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

**F) The following items should be attached to this GARF** (as applicable)

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 Interra Energy, Inc. 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 “Interra” means Interra Energy, Inc. located at 1505 Cleveland Avenue, National City, CA 91950.
- 1.3 “Agreement” means this Mutual Termination.
- 1.4 “Grant” means the grant entered into between the Parties (Energy Commission grant number EPC-14-034).
- 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 Interra.
- 1.7 “Party” refers to either the Energy Commission or Interra.

### 2. Mutual Termination

The Parties mutually agree to terminate the Grant as of this Agreement’s Effective Date. Both Parties voluntarily enter into this Agreement in an effort to efficiently end the Grant.

Based on past Interra invoices, the Commission has disbursed some of the Grant funds to Interra. As of this Agreement’s Effective Date, Interra is not obligated to perform any further work on the tasks in the Grant’s scope of work other than work to complete the Task 3 Bioenergy Performance Report. All costs to finish this report will not be reimbursable with Grant funds and shall be borne solely by Interra. As of this Agreement’s Effective Date, the Commission is not obligated to disburse any further funds to Interra, other than funds for invoices 23, 24 and an invoice for retention withheld under the Grant, so long as those invoices comply with the Grant terms and conditions and Interra has completed the Task 3 Bioenergy Performance Report and the Commission Agreement Manager has approved the report.

### 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.

<b>CALIFORNIA ENERGY COMMISSION</b>		<b>INTERRA ENERGY, INC.</b>	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Robert P. Oglesby		NAME	
TITLE Executive Director		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, Sacramento, CA 95814			

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: INTERRA ENERGY, INC.

**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 mutual termination of Agreement EPC-14-034 with Interra Energy, Inc., a \$2,000,000 grant to install and demonstrate a modular bioenergy technology. The project faced technological challenges and Interra Energy, Inc. was unable to demonstrate progress towards meeting the requirements of the Agreement; 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 August 9, 2017.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

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Cody Goldthrite,  
Secretariat