

# GRANT/LOAN AMENDMENT



|   |  |                               |
|---|--|-------------------------------|
| <input checked="" type="checkbox"/> Check here if additional pages are attached. <u>5</u> Pages | AGREEMENT NUMBER:<br><b>ARV-17-049</b> | AMENDMENT NUMBER:<br><b>3</b> |
|---|--|-------------------------------|

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

**State Energy Resources Conservation and Development Commission**

RECIPIENT'S NAME

**City of Los Angeles Harbor Department**

2. The term of this Agreement: From: 6/15/2018 To: 6/30/2026

3. The maximum amount of this Agreement after this amendment is: \$7,842,270 (\$0 Amendment)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to provide a 12-month no-cost time extension, and to update the Contact List and Special Terms and Conditions. Agreement ARV-17-049, approved by the Energy Commission on July 29, 2019, is amended as follows:

Exhibit A-1, Schedule of Products and Due Dates (2 Pages) is attached and replaces the previously approved Exhibit A-1, Schedule of Products and Due Dates (2 Pages) in its entirety.

Exhibit D, Contact List (1 Page) is attached and replaces the previously approved Exhibit D, Contact List (1 Page) in its entirety.

Exhibit D-1, Special Terms and Conditions (2 Pages) is attached and replaces the previously approved Exhibit D-1, Special Terms and Conditions (2 Pages) in its entirety.

### RECIPIENT

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc)

**City of Los Angeles Harbor Department**

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

ADDRESS

**425 S. Palos Verdes Street  
San Pedro, CA 90731**

### STATE OF CALIFORNIA

AGENCY NAME

**State Energy Resources Conservation and Development Commission**

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

**Adrienne Winuk, Contracts, Grants, and Loans Office Manager**

ADDRESS

**715 P Street, MS-18  
Sacramento, CA 95814-5512**

APPROVED AS TO FORM AND LEGALITY

*April 29, 2024*

**HYDEE FELDSTEIN SOTO, City Attorney**

By *Deborah...*

Deputy City Attorney

Exhibit A-1

## Schedule of Products and Due Dates

Agreement Term: 6/15/2018 - ~~6/30/2025~~ 06/30/2026

| Task Number | Task Name                       | Product(s)   | Due Date   |
|-------------|---------------------------------|--|--|
| 1.1         | Attend Kick-off Meeting         | Updated Schedule of Products   | 9/19/2019  |
|             |                                 | Updated List of Match Funds  | 9/19/2019  |
|             |                                 | Updated List of Permits  | 9/19/2019  |
|             |                                 | Kick-Off Meeting Agenda (CEC)  | 9/19/2019  |
| 1.2         | 1st CPR Meeting                 | CPR Report   | 3/31/2021  |
|             |                                 | Written determination (CEC)  | 4/7/2021   |
|             | 2nd CPR Meeting                 | CPR Report   | 2/1/2024<br><u>3/20/2024</u>   |
|             |                                 | Written determination (CEC)  | 2/23/2024<br><u>4/10/2024</u>  |
| 1.3         | Final Meeting                   | Written documentation of meeting agreements                                    | 6/13/2025<br>4/25/2025<br><u>3/30/2026</u>                                     |
|             |                                 | Schedule for completing closeout activities                                    | 4/25/2025<br><u>3/30/2026</u>  |
|             |                                 |  |  |
| 1.4         | Monthly Progress Reports        | Monthly Progress Reports   | The 10th calendar day of each month during the approved term of this Agreement |
| 1.5         | Final Report                    | Final Outline of the Final Report  | 10/30/2024   |
|             |                                 | Draft Final Report (no less than 60 days before the end term of the agreement) | 2/14/2025<br><u>10/31/2025</u>   |
|             |                                 | Final Report   | 4/30/2025<br><u>2/27/2026</u>  |
| 1.6         | Identify and Obtain Match Funds | A letter regarding match funds or stating that no match funds are provided     | 1/31/2019  |
|             |                                 | Copy(ies) of each match fund commitment letter(s) (if applicable)              | 1/31/2019  |
|             |                                 | Letter(s) for new match funds (if applicable)                                  | Within 10 days of identifying new match funds                                  |

Exhibit A-1

**Schedule of Products and Due Dates**

Agreement Term: 6/15/2018 - 6/30/2025 06/30/2026

| Task Number | Task Name  | Product(s)   | Due Date   |
|-------------|--|--|--|
|             |  | Letter that match funds were reduced (if applicable)   | Within 10 days of identifying reduced funds                |
| <b>1.7</b>  | <b>Identify and Obtain Required Permits</b>        |  |  |
|             |  | Letter documenting the permits or stating that no permits are required                                   | 1/31/2019  |
|             |  | A copy of each approved permit (if applicable)   | Within 10 days of receiving each permit                    |
|             |  | Updated list of permits as they change during the term of the Agreement (if applicable)                  | Within 10 days of change in list of permits                |
|             |  | Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable) | Within 10 days of change in schedule for obtaining permits |
| <b>1.8</b>  | <b>Obtain and Execute Subcontracts</b>             |  |  |
|             |  | Letter describing the subcontracts needed, or stating that no subcontracts are required                  | 12/31/2019   |
|             |  | Draft subcontracts   | 15 days prior to the scheduled execution date              |
|             |  | Final subcontracts   | Within 10 days of execution                                |
| <b>2</b>    | <b>DESIGN AND DEVELOPMENT</b>                      |  |  |
|             |  | Final equipment list   | 12/9/2022  |
|             |  | Executed BESS technical agreement  | 6/30/2023<br><u>2/7/2024</u>                               |
|             |  | WAVE System Test Report  | 4/1/2022   |
|             |  | Copy of approved infrastructure designs  | 8/15/2023<br><u>2/7/2024</u>                               |
| <b>3</b>    | <b>BUILD, INSTALL AND COMMISSION</b>               |  |  |
|             |  | Task 3 Summary Report with Photographs   | 3/29/2024<br><u>6/14/2024</u>                              |
| <b>4</b>    | <b>DEMONSTRATION, DATA COLLECTION AND ANALYSIS</b> |  |  |
|             |  | Data Collection Test Plan  | 10/21/2022   |
|             |  | Data collection information and analysis will be provided in the final report (Task 1.5)                 | 4/30/2025<br><u>2/27/2026</u>                              |

**Exhibit D  
CONTACT LIST**

| California Energy Commission   | Recipient   |
|--|---|
| <p><b>Commission Agreement Manager:</b><br/><b><u>(For Progress Reports and Non-Confidential Deliverables)</u></b><br/>Marc Perry<br/>California Energy Commission<br/>715 P Street<br/>Sacramento, CA 95814<br/>Phone: (916) 931-9424<br/>e-mail: <a href="mailto:Marc.Perry@energy.ca.gov">Marc.Perry@energy.ca.gov</a></p>  | <p><b>Project Manager:</b><br/><b><u>Laura Hunter</u></b><br/>City of Los Angeles, Harbor Department<br/>425 S. Palos Verdes Street<br/>San Pedro, CA 90731<br/>Phone: (310) 732-2675<br/>Fax: (310) 547-4643<br/>e-mail: <a href="mailto:lhunter@portla.org">lhunter@portla.org</a></p>  |
| <p><b>Confidential Deliverables/Products:</b><br/>California Energy Commission<br/>Contracts, Grants, and Loans Office<br/>715 P Street<br/>Sacramento, CA 95814<br/><b><u>Email a request to submit Confidential Products to: CGLfiles@energy.ca.gov</u></b></p> <p><b><u>Subject line should read:</u></b></p> <p><b><u>Request to Submit Confidential Products:</u></b><br/><b><u>[Recipient Name and CEC Agreement]</u></b></p>  | <p><b>Administrator:</b><br/><b><u>Lisa Wunder*</u></b><br/><b><u>Acting Director of Environmental Manager</u></b><br/>City of Los Angeles, Harbor Department<br/>425 S. Palos Verdes Street<br/>San Pedro, CA 90731<br/>Phone: (310) 732-7649<br/>Fax: (310) 547-4643<br/>e-mail: <a href="mailto:lwunder@portla.org">lwunder@portla.org</a></p> |
| <p><b>Invoices, Progress Reports and Non-Confidential Deliverables to:</b><br/>California Energy Commission<br/>Accounting Office<br/>715 P Street<br/>Sacramento, CA 95814</p> <p><b><u>Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov</u></b></p>  | <p><b>Accounting Officer:</b><br/>Frank Liu<br/>Accounting Director<br/>City of Los Angeles, Harbor Department<br/>425 S. Palos Verdes Street<br/>San Pedro, CA 90731<br/>Phone: (310) 732-3799<br/>Fax: (310) 831-0439<br/>e-mail: <a href="mailto:Fliu@portla.org">Fliu@portla.org</a></p>  |
| <p><b>Commission Legal Notices:</b><br/>Adrienne Winuk<br/>Contracts, Grants, and Loans Manager<br/>715 P Street<br/>Sacramento, CA 95814<br/>Phone: (916) 827-9294<br/>e-mail: <a href="mailto:Adrienne.Winuk@energy.ca.gov">Adrienne.Winuk@energy.ca.gov</a><br/><b><u>Tatyana Yakshina</u></b><br/><b><u>Grants Manager</u></b><br/><b><u>California Energy Commission</u></b><br/><b><u>715 P Street, MS-1</u></b><br/><b><u>Sacramento, CA 95814</u></b><br/><b><u>Phone: (916) 827-9294</u></b><br/><b><u>e-mail: tatyana.yakshina@energy.ca.gov</u></b></p> | <p><b>Recipient Legal Notices:</b><br/><br/>Office of the City Attorney, Harbor Division<br/>425 S. Palos Verdes Street<br/>San Pedro, CA 90731<br/>Phone: (310) 732-3750<br/>Fax: (310) 831-9778<br/>e-mail: <a href="mailto:PolaGeneralCounsel@portla.org">PolaGeneralCounsel@portla.org</a></p>  |

\*DocuSign Signer.

**Exhibit D-1**  
**Special Terms and Conditions**  
**ARV-17-049**

1. These Special Terms and Conditions shall be in addition to, and not in lieu of, the other terms and conditions to Agreement ARV-17-049, including those relating to the California Energy Commission's (CEC) right and remedies thereunder.
2. The CEC has legal restrictions on how long the funds encumbered in this Agreement are available to spend under this Agreement. Recipient acknowledges that the funding under Agreement ARV-17-049 liquidates (i.e., is no longer available for disbursement from the CEC) as follows:
  - \$6,362,799 liquidates **liquidated** on June 30, 2023
  - \$1,479,471 liquidates on June 30, 2024
3. Due to the Recipient's delays in performing certain tasks described in Exhibit A, Scope of Work, the Recipient has asked the CEC to extend the Agreement end date beyond the June 30, ~~2023~~ **2024**, liquidation date when the ~~majority~~ of funds available under this Agreement liquidate.
4. Therefore, reimbursable expenditures shall be incurred, and invoices documenting expenditures, as well as request(s) to release retention, shall be submitted according to the following schedule and in accordance with the terms and conditions of this Agreement in order to be eligible for payment:
  - ~~By March 31, 2023: Recipient incurs and requests reimbursement of at least \$6,362,799 in allowable and allocable expenditures under ARV-17-049.~~
  - By ~~February 15, 2024~~ **March 30, 2024**: Recipient incurs and requests reimbursement for up to \$1,479,471 in allowable and allocable expenditures including release of retention under ARV-17-049.

The Recipient agrees that all CEC-reimbursable expenditures must be incurred according to the above schedule. Expenditures outside of the amounts and times indicated may not be reimbursed by the CEC, but may count towards the Recipient's match fund commitment if incurred prior to the end date of this Agreement.

The Recipient agrees that all invoices (including request(s) to release retention) will be properly documented and submitted to the CEC according to the schedule above. Failure by the Recipient to submit invoices documented in accordance with the terms and conditions of this Agreement according to the above schedule may result in the CEC not being able to process payment requests prior to the funding liquidation deadlines and payment not being issued for those invoices.

5. The Recipient acknowledges that damages are likely to result if the CEC pays all of its Agreement funds, including retention, to the Recipient and the Recipient does not then complete its work under the Agreement, including but not limited to 12 months of data

collection, and that those damages may be difficult to prove. Therefore, the Recipient and the CEC intend that the payment of Liquidated Damages equal to ten (10) percent of the CEC funding disbursed under this Agreement would reasonably compensate the CEC for its actual damages sustained, and not be a penalty. Without eliminating any of the CEC's other rights and remedies, the Recipient agrees to pay the CEC this amount if the CEC pays all of its Agreement funds to the Recipient and the Recipient does not complete the Agreement.

6. The Recipient agrees to complete all tasks described in Exhibit A, Scope of Work, by ~~March 31, 2024~~ **June 30, 2026**, including but not limited to:
  - a. Begin demonstration of all of the inductive electric vehicle supply equipment in Task 3 of this Agreement by ~~February 1, 2024~~ **May 31, 2024**.
  - b. Begin demonstration of the battery energy storage system in Task 3 of this Agreement by ~~February 1, 2024~~ **May 31, 2024**.
  - c. Operate and collect data on the inductive electric vehicle supply equipment and battery energy storage system in Task 3 for at least a 12-month period.
  - d. Provide monthly progress reports throughout the Agreement term.
  - e. Submit all project deliverables per the Exhibit A-1 Schedule of Products and Due Dates.
  - f. Submit the Draft Final Report by ~~December 13, 2024~~ **October 31, 2025**, and the Final Report by ~~February 14, 2025~~ **February 27, 2026**.
  - g. Fulfill the match share requirements of this agreement.
  
7. The CEC retains all rights and remedies should the Recipient fail to complete all tasks described in Exhibit A, Scope of Work, or otherwise fail to satisfy all terms and conditions of this Agreement.