

GRANT/LOAN AMENDMENT



Check here if additional pages are attached. 6 Pages

AGREEMENT NUMBER: ARV-17-049	AMENDMENT NUMBER: 4
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- 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
- The term of this Agreement: From: 6/15/2018 To: 6/30/2027
- The maximum amount of this Agreement after this amendment is: \$7,842,270 (\$0 Amendment)
- 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 Schedule and Special Terms and Conditions.

Agreement ARV-17-049, approved by the Energy Commission on 07/29/2019, and amended by the Energy Commission on 03/30/2022, 05/12/2023, and 06/05/2024, is further 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-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.

Exhibit E, Russia Sanctions (1 Page) is attached and included in the agreement.

Exhibit F, Special Terms and Conditions: Bankruptcy (1 Pages) is attached and included in the agreement.

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

Tatyana Yakshina, Contracts, Grants, and Loans Office Manager

ADDRESS

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

APPROVED AS TO FORM AND LEGALITY

April 13

20 26

HYDEE FELDSTEIN SOTO, City Attorney

By [Signature]

Deputy City Attorney

Exhibit A-1

Schedule of Products and Due Dates				
Agreement Term: 6/15/2018 - 06/30/2026 06/30/2027				
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	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report Written determination (CEC)	3/31/2021 4/7/2021	
	2nd CPR Meeting	CPR Report Written determination (CEC)	3/20/2024 4/10/2024	
	1.3	Final Meeting		
			Written documentation of meeting agreements	3/30/2026 5/14/2027
		Schedule for completing closeout activities	3/30/2026 5/14/2027	
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 1/15/2027	
		Draft Final Report (no less than 60 days before the end term of the agreement)	10/31/2025 3/15/2027	
		Final Report	2/27/2026 4/30/2027	
	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	
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	

Exhibit A-1

Schedule of Products and Due Dates			
Agreement Term: 6/15/2018 - 06/30/2026 <u>06/30/2027</u>			
Task Number	Task Name	Product(s)	Due Date
1.7	Identify and Obtain Required Permits	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
1.8	Obtain and Execute Subcontracts	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
2	DESIGN AND DEVELOPMENT	Final equipment list	12/9/2022
		Executed BESS technical agreement	2/7/2024
		WAVE System Test Report	4/1/2022
		Copy of approved infrastructure designs	2/7/2024
3	BUILD, INSTALL AND COMMISSION	Task 3 Summary Report with Photographs	6/14/2024 <u>4/30/2026</u>
4	DEMONSTRATION, DATA COLLECTION AND ANALYSIS	Data Collection Test Plan	10/21/2022
		Data collection information and analysis will be provided in the final report (Task 1.5)	2/27/2026 <u>4/30/2027</u>

**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 liquidated on June 30, 2023
 - \$1,479,471 liquidates on ~~June 30, 2024~~ **June 30, 2031**
3. Due to the Recipient's delays in performing certain tasks described in Exhibit A, Scope of Work, the Recipient had asked the CEC to extend the Agreement end date beyond the June 30, 2024, liquidation date when the funds available under this Agreement liquidate; **however, the liquidation date has been extended to June 30, 2031.**
4. ~~Therefore,~~ Reimbursable expenditures ~~shall be~~ **were** incurred, and invoices documenting expenditures, as well as request(s) to release retention, ~~shall be~~ **were** 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 30, 2024~~ **June 30, 2024**: Recipient incurs and requests **incurred and requested** 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~~ **were** 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.~~ **The final invoice and retention release invoice were received by the CEC on June 25, 2024, and were scheduled for payment on July 17, 2024.**

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 ~~June 30, 2026~~ **June 30, 2027**, including but not limited to:
 - a. ~~Begin demonstration~~ **Demonstration** of all of the inductive electric vehicle supply equipment in Task 3 of this Agreement by ~~will end on May 31, 2024~~ **May 19, 2026**.
 - b. Begin demonstration of the battery energy storage system in Task 3 of this Agreement by ~~May 31, 2024~~ **April 1, 2026**.
 - 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 ~~October 31, 2025~~ **March 15, 2027**, and the Final Report by ~~February 27, 2026~~ **April 30, 2027**.
 - ~~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.

EXHIBIT E

Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State (Sponsor) determine Facility Operator is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State (Sponsor) shall provide Facility Operator advance written notice of such termination, allowing Facility Operator at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State (Sponsor).

Exhibit F

Special Terms and Conditions

1. *INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP*

The Recipient shall immediately, but no later than five calendar days, notify the CEC if the Recipient, the Recipient's parent, a subrecipient, a vendor, or a site host is planning for any of the following events: (1) the entity's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act or similar applicable law; (2) the entity's consent to the institution of an involuntary case under the Bankruptcy Act or similar applicable law; (3) the filing, or planning of filing, of any similar proceeding for or against the entity, or the entity's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the entity, under any other applicable law; or (4) the entity's insolvency due to its inability to pay debts generally as they become due.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of the event; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described above, the CEC reserves the right to conduct a review of the Agreement to determine the Recipient's compliance with the required elements of the Agreement (including such items as match share, progress towards project objectives, and submission of required products). If the CEC review determines that there are significant deficiencies or concerns with the Recipient's continued performance under the Agreement, the CEC reserves the right to take any action available under this Agreement including, but not limited to, issuing a Stop Work Order or terminating the Agreement.

Failure of the Recipient to comply with this term may be considered a material breach of this Agreement.

This term shall be flowed-down to all subawards and site host agreements.