

SECOND AMENDMENT TO AGREEMENT NO. 20-3723
BETWEEN THE CITY OF LOS ANGELES
WEST BASIN CONTAINER TERMINAL LLC AND
WIRELESS ADVANCED VEHICLE ELECTRIFICATION, LLC

THIS SECOND AMENDMENT to Agreement No. 20-3723 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), WEST BASIN CONTAINER TERMINAL LLC and WIRELESS ADVANCED VEHICLE ELECTRIFICATION, LLC as follows:

1. Section III EFFECTIVE DATE AND TERM OF AGREEMENT, Subsection (B) (1) is amended to read:

"1. June 30, 2026; or"

2. The Third Amendment to the California Energy Commission Agreement ARV-17-049 is attached hereto and made a part of this Agreement, which shall replace the exhibits of this Agreement as set forth in that Third Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. 20-3723 shall remain in full force and effect.

The effective date of this Amendment shall be upon execution by the Executive Director after authorization of the Board and approval by City Council as required by Charter Section 373 and Administrative Code Section 10.5.

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IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 20-3723 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by Its Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

WEST BASIN CONTAINER TERMINAL LLC

Dated: 5/6/2024

By _____
VIN WIS / PRESIDENT WBC
(Print/type name and title)

Attest _____
QUENTIN WIS / VICE PRESIDENT -
(Print/type name and title) WBC

WIRELESS ADVANCED VEHICLE ELECTRIFICATION, LLC

Dated: _____

By _____
(Print/type name and title)

Attest _____
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

May 15, 2024
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By Heather M. McCloskey for
Heather M. McCloskey, Deputy

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 20-3723 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

WEST BASIN CONTAINER TERMINAL LLC

Dated: _____

By _____

(Print/type name and title)

Attest _____

(Print/type name and title)

WIRELESS ADVANCED VEHICLE
ELECTRIFICATION, LLC

Dated: 05/14/24

By Steve Ball
Director of Systems Engineering
(Print/type name and title)

Attest Macy Neshati
Macy Neshati General Manager
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 2024
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By _____
Heather M. McCloskey, Deputy

CEC Agreement ARV-17-049

Third Amendment

GRANT/LOAN AMENDMENT

CEC-140 (Revised 9/11)

CALIFORNIA ENERGY COMMISSION


 Check here if additional pages are attached. 5 Pages

AGREEMENT NUMBER:

ARV-17-049

AMENDMENT NUMBER:

3

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: 6/30/20263. 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

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	Critical Project Review Meetings		
	1st CPR Meeting	CPR Report	3/31/2021
		Written determination (CEC)	4/7/2021
	2nd CPR Meeting	CPR Report	2/11/2024 <u>3/20/2024</u>
Written determination (CEC)		2/23/2024 <u>4/10/2024</u>	
1.3	Final Meeting		6/13/2025
		Written documentation of meeting agreements	4/25/2025 <u>3/30/2026</u>
		Schedule for completing closeout activities	4/25/2025 <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 <u>10/31/2025</u>
	Final Report	4/30/2025 <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
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	6/30/2023 <u>2/7/2024</u>
		WAVE System Test Report	4/1/2022
		Copy of approved infrastructure designs	8/15/2023 <u>2/7/2024</u>
3	BUILD, INSTALL AND COMMISSION		
		Task 3 Summary Report with Photographs	3/29/2024 <u>6/14/2024</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)	4/30/2025 <u>2/27/2026</u>

**Exhibit D
CONTACT LIST**

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


CEC Grant Subrecipient Agreement HD No. 20-3723 2nd Amendment with Exhibit (002)


Final Audit Report


2024-05-14


Created:	2024-05-14
By:	Pradeep Gaddam (pgaddam@wavecharging.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZmZadie75XAeVEQ4YjSQDxRHv36ITcPV


"CEC Grant Subrecipient Agreement HD No. 20-3723 2nd Amendment with Exhibit (002)" History


 Document created by Pradeep Gaddam (pgaddam@wavecharging.com)
2024-05-14 - 5:33:46 PM GMT


 Document emailed to Steve Ball (sball@wavecharging.com) for signature
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 Document e-signed by Macy Neshati (mneshati@wavecharging.com)
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