

STANDARD OFFER FOR AMP SERVICE TO MERCHANT SHIPS WITH
MAXIMUM DEMAND OF NOT LESS THAN SEVEN MEGAWATTS PER MONTH
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LOS ANGELES HARBOR DEPARTMENT

AND

LOS ANGELES DEPARTMENT OF WATER AND POWER

DWP No. RCS240002

STANDARD OFFER FOR AMP SERVICE TO MERCHANT SHIPS WITH
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**STANDARD OFFER FOR AMP SERVICE TO MERCHANT SHIPS WITH
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This MOU is entered into by and between CITY OF LOS ANGELES HARBOR DEPARTMENT, by its Board of Harbor Commissioners (Customer) and the LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP); sometimes hereinafter referred to individually as "Party" and collectively as "Parties", who agree as follows:

1. RECITALS: This MOU is made with reference to the following:

1.1 Customer desires to receive and purchase Electric Service for Merchant Ships with Maximum Demand of not less than seven megawatts per month from LADWP at the location identified in Exhibit 1 of this MOU.

1.2 Except with respect to Contract Load, any other agreements between Customer and LADWP to receive and purchase Alternative Maritime Power (AMP) service shall be and remain in full force and effect according to their stated terms and conditions.

1.3 Customer is aware that LADWP Load Dispatchers shall remotely initiate Contract Load interruption with ten minutes' advance notice to

the Customer at the location identified in Exhibit 1 of this MOU; and Periods of Interruption are unlimited, and interruption duration shall be at the sole discretion of LADWP.

1.4 LADWP desires to encourage experimental usage of AMP at the Port of Los Angeles by Merchant Ships with Maximum Demand of not less than seven megawatts per month for study of electricity usage patterns and additional opportunities to promote LADWP services.

1.5 For the term of this MOU, LADWP will be the sole supplier of all electricity consumed at the location identified in Exhibit 1 of this MOU.

1.6 The Parties have determined that it is mutually beneficial to enter into this MOU.

2. AGREEMENT: In consideration of the foregoing and of the terms and conditions contained herein, the Parties further agree as follows:

2.1 LADWP agrees to provide and sell and Customer agrees to receive and purchase all the electric energy and related services for the Contract Load under the provisions set forth in this MOU and the Electric Rate Ordinance.

- 2.2 Customer agrees that seventy-five percent of energy consumed by load receiving electric service under this MOU must be from Merchant Ships.
- 2.3 LADWP shall remotely interrupt the Contract Load with ten (10) minutes' advance notice to the Customer. Until LADWP controls the equipment required for remote interruption at the location identified in Exhibit 1 of this MOU, LADWP may elect to initiate remote interruption of Contract Load at said location through a telephone call, text message telephone call, or e-mail message directed to Customer, based upon the notification information provided by Customer in Section 11.3. Customer agrees that it will interrupt service to Contract Load at said location for the Period of Interruption within fifteen (15) minutes of receiving the applicable telephone call, text message telephone call, or e-mail message from LADWP.
- 2.4 Customer agrees that receipt of Period of Interruption notification is the responsibility of the Customer; that the LADWP does not guarantee the reliability of the phone, text, or e-mail system by which the Customer receives

notification to a telephone number or e-mail address listed in Sections 11.3 and 11.4.

2.5 Customer and the LADWP agree to pay for costs incurred by the respective Party in the implementation of the MOU in accordance with the terms and conditions of the MOU.

2.6 Customer shall be responsible for the cost of purchasing and installing all equipment required for remote interruption.

3. DEFINITIONS: The definitions and terms provided in the Electric Rate Ordinance and the Rules are incorporated in and made a part of this MOU by reference. In the event of any discrepancy between provisions of any effective ordinance of the City of Los Angeles regarding AMP service, other than the Electric Rate Ordinance, and this MOU, the provisions of this MOU shall govern. The following terms, when initially capitalized, whether in the singular or plural tense, shall mean:

3.1 Authorized Representative: The representative or designated alternate of a Party, appointed in accordance with Section 10 of this MOU.

3.2 Contract Load: All electric equipment connected with LADWP at any one time for Electric Service on Merchant Ships with Maximum Demand of not less

than seven megawatts per month at a location identified in Exhibit 1 of this MOU.

- 3.3 Electric Rate Ordinance: City of Los Angeles Ordinance No. 168436, passed by the City Council on December 18, 1992, and all amendments, revisions, replacements, or supplements thereof, including but not limited to City of Los Angeles Ordinance No. 184133.
- 3.4 Electric Service: As defined in the Rules.
- 3.5 Facility: The location identified in Exhibit 1 of the MOU where the customer is receiving and paying for electric service from LADWP.
- 3.6 Firm Demand: That portion of demand which LADWP will supply to Customer without limitation during a Period of Interruption for energy usage resulting from Merchant Ships with Maximum Demand of not less than 7 MW per month, and may be specified at different values for High Season and Low Season in Exhibit 1 of this MOU.
- 3.7 Interruptible Demand: That portion of the demand which LADWP will supply to the Customer at all times except during a Period of Interruption. Interruptible Demand is specified for the location in Exhibit 1 of this MOU.
- 3.8 Megawatt (MW): One million watts.

- 3.9 Merchant Ships: Ships consuming electricity while docked at the Port of Los Angeles.
- 3.10 MOU: This Standard Offer for AMP Service to Merchant Ships with Maximum Demand of Not Less than Seven Megawatts per Month Memorandum of Understanding.
- 3.11 Period of Interruption: An interval of time, initiated and terminated by LADWP, during which LADWP is obligated to supply no more than Firm Demand.
- 3.12 Rules: The Rules Governing Water and Electric Service in the City of Los Angeles as adopted by the Board of Water and Power Commissioners of the City of Los Angeles under Resolution No. 56 dated September 8, 1983, and all amendments, revisions, and replacements thereof.
4. EFFECTIVE DATE: This MOU shall become effective upon the date of acceptance and execution by the Parties.
5. TERM: Unless terminated earlier in accordance with Section 6 below, this MOU shall remain in full force and effect until the third anniversary of its effective date.
6. TERMINATION:
- 6.1 Either Party may terminate this MOU at any time prior to its term by giving at least thirty (30)

calendar days' advance written notice of such intent.

- 6.2 This MOU shall terminate immediately upon any sale or name change of the Facility or upon a change in ownership of Customer.
- 6.3 MOU to terminate and termination by Customer shall be executed by its chief executive or his or her designee or successors.
- 6.4 MOU to terminate and termination by the LADWP shall be executed by the LADWP's Rates Manager, or designee.
- 6.5 This MOU shall terminate upon the expiration or termination of all rate schedules specifically designed only for Merchant Ships with Maximum Demand of not less than seven megawatts per month contained in the Electric Rate Ordinance.
- 6.6 This MOU shall terminate upon Customer's election to not receive and purchase AMP service to Merchant Ships with Maximum Demand of not less than not seven megawatts per month at the location identified in Exhibit 1 of this MOU as prescribed by a rate schedule specifically designed only for Merchant Ships with Maximum Demand of not less than seven megawatts per month contained in the Electric Rate Ordinance.

7. ELECTRIC SERVICE:

- 7.1 LADWP shall provide AMP service for Contract Load at each Facility identified in Exhibit 1 of the MOU and bill customer for this electric service in accordance with the terms and conditions of the Electric Rate Ordinance and the Rules.
- 7.2 The billing data used in making billing determinations shall be obtained by LADWP from its electric revenue meter(s) installed at a Facility to measure the Contract Load and will consist of metered values of demand, energy, and reactive energy.
- 7.3 Customer shall be responsible for the installation and maintenance of any facilities up to the high-side of the 34.5 kV Station which is serving the Merchant Ship loads at Facilities identified in Exhibit 1 of the MOU.
- 7.4 All equipment or structures necessary for LADWP to serve Customer from the 34.5 kV Subtransmission Service Voltage shall be located on the Customer's site and shall be owned and maintained by the Customer.

7.5 Customer accounts will not be totalized under this MOU.

8. MEASUREMENTS:

- 8.1 Energy and demand consumption values shall be based on LADWP-owned meters. Such meters shall be read, tested, and maintained in accordance with the Rules and LADWP's procedures and practices.
- 8.2 Metering of energy and demand shall be from the 34.5 kV Subtransmission Service Voltage by meters provided by LADWP on the primary side of the transformer or, at LADWP's option, on the secondary side of the transformer and compensated by instruments or loss calculations to the primary side of the transformer.
- 8.3 All non-AMP load will be metered separately from normal AMP service. LADWP will provide TDK (non-billing) meters for the non-AMP load to ensure more than seventy-five percent of energy consumption is from Merchant Ships. The customer shall provide metering facilities for LADWP-owned TDK (non-billing) meters.

9. BILLING AND PAYMENTS:

- 9.1 Charges for Electric Service under this MOU shall be based on the Electric Rate Ordinance.

9.2 Other than as set forth in this MOU, LADWP's methods of delivery and billing for electric service to the Facility and payment for such service shall remain as is currently the practice between the Parties.

9.3 Bills and payments shall be transmitted to the following addresses:

9.3.1 If to the Customer:

(Customer name)

(Customer address)

(city, state, zip code)

Attention: _____

9.3.2 If to LADWP:

Department of Water and Power

of the City of Los Angeles

P.O. Box 51111, Room 424

Los Angeles, California 90051

Attention: Accounts Payable

9.4 Either Party may change, by written notice to the other Party, the name or address of the person to receive invoices or payments pursuant to this MOU.

10. ADMINISTRATION:

10.1 Within thirty (30) calendar days after the effective date of this MOU, Customer's

(authorized signatory, title, phone)

and LADWP's Rates Manager, or designee, shall each designate, by written notice to the other, an Authorized Representative who is authorized to act in each Party's behalf with respect to those matters contained in this MOU.

10.2 The Authorized Representatives shall act as liaison between the Parties and shall provide means of securing effective cooperation and interchange of information on a prompt and orderly basis between the Parties.

10.3 The Authorized Representatives shall review, discuss, and attempt to resolve any disputes between the Parties arising under this MOU. Should they be unable to do so, the matter shall be referred to Customer's

(authorized signatory, title, phone)

and LADWP's Rates Manager, or designee, who shall use their best efforts to resolve the dispute.

10.4 The Authorized Representatives shall have no authority or power to modify, add, or eliminate any

terms or conditions of this MOU unless provided for herein.

11. NOTICES:

11.1 Any written notice under this MOU shall be deemed properly given on the date of delivery if delivered in person or three (3) days after mailing if sent by registered or certified mail, postage prepaid, to the person specified below unless otherwise provided for in this MOU.

11.1.1 _____
(Customer name)

(Customer address)

(city, state, zip code)

Attention: _____

11.1.2 Department of Water and Power
of the City of Los Angeles
111 North Hope Street, Room 956
Los Angeles, CA 90012
Attention: Rates Manager

11.2 Either Party may change, by written notice to the other Party, the name or address of the person to receive notices pursuant to this MOU.

11.3 The Customer shall list its primary and secondary telephone number, text message telephone number, or e-mail address for Period of Interruption notification before LADWP controls the equipment required for remote interruption at the location identified in Exhibit 1 of this MOU:

Primary _____

Secondary _____

11.4 The Customer shall list its primary and secondary text message telephone number or e-mail address for Period of Interruption notification after LADWP controls the equipment required for remote interruption at a location identified in Exhibit 1 of this MOU:

Primary _____

Secondary _____

11.5 It is the Customer's responsibility to notify LADWP of any changes in its contact information in Sections 11.1.1, 11.3, and 11.4 above through written notice in accordance with this Section 11, or by e-mail to the following LADWP address:

Rates.Curtailment@LADWP.com

12. UNDERSTANDING: Exhibit 1 is incorporated herein and made a part of this MOU. This MOU contains the entire

understanding between the Parties with respect to the subject matter hereof, as applied to an experimental rate schedule specifically for AMP service to Merchant Ships with Maximum Demand of not less than seven megawatts per month; and there are no other promises, terms, conditions, obligations, understandings, or agreements between the Parties with respect thereto. This MOU supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to the subject matter hereof, as applied to an experimental rate schedule specifically for AMP service to Merchant Ships with Maximum Demand of not less than seven megawatts per month.

13. EFFECT OF SECTION HEADINGS: Section headings appearing in the MOU are inserted for convenience only and shall not be construed as interpretations of text.
14. TRANSFER OF INTEREST: Neither Party shall assign or transfer this MOU, in whole or in part.
15. OBLIGATIONS: This MOU shall not affect the obligations or rights of the Parties to purchase or to sell electricity at locations other than those covered by this MOU.

16. GOVERNING LAW: This MOU shall be interpreted in accordance with the Charter of the City of Los Angeles, as amended.
17. REPRESENTATION: Each Party has been represented by legal counsel in the negotiation and execution of this MOU.
18. COUNTERPARTS AND SIGNATURES: This MOU may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

REMAINDER OF PAGE IS BLANK

19. EXECUTION: IN WITNESS WHEREOF, the signatories hereto represent that they have been appropriately authorized to enter into this MOU on behalf of the Party for whom they sign.

SIGNATURES FOLLOW

City of Los Angeles Harbor Department, by its
Board of Harbor Commissioners

By signing below, I attest that I have no personal, financial, beneficial, or familial interest in this Agreement.

By _____

Title _____

Date _____

Attest:

AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

June 17, 2024
HYDÉE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: Jay M. Crose
Jay M. Crose, Deputy/Assistant

Los Angeles Department of Water and Power

By _____

Title _____

Date _____

CITY OF LOS ANGELES HARBOR DEPARTMENT - LADWP
 STANDARD OFFER FOR AMP SERVICE TO MERCHANT SHIPS WITH
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Exhibit 1

<u>Service Address</u>	<u>Account Number</u>	<u>Meter Number</u>	<u>TDK Meter</u>	<u>Firm</u>	<u>Firm</u>	<u>Interruptible</u>
			<u>Number</u>	<u>Demand (kW)</u>	<u>Demand (kW)</u>	<u>Demand (kW)</u>
			non-billing Meter for non-AMP Load	High Season	Low Season	
211 Swinford Street Berth Nos. 91-93	6253980000	APMV30022-1912	_____	_____	_____	_____