

STANDARD OFFER FOR
PORT OF LOS ANGELES ALTERNATIVE MARITIME POWER (AMP)
ELECTRIC SERVICE AGREEMENT

BETWEEN

CITY OF LOS ANGELES HARBOR DEPARTMENT

AND

CITY OF LOS ANGELES ACTING BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER

DWP No. RCS200002

STANDARD OFFER FOR
AMP ELECTRIC SERVICE AGREEMENT

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STANDARD OFFER FOR
AMP ELECTRIC SERVICE AGREEMENT

1. PARTIES: This Agreement is entered into by and between CITY OF LOS ANGELES HARBOR DEPARTMENT hereinafter referred to as "Customer", and the CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER, hereinafter referred to as "Department", which are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".
2. RECITALS: This Agreement is made with reference to the following:
 - 2.1 Customer desires to receive and purchase Electric Service for Merchant Ships from the Department at the location(s) identified in Exhibit 1 of this Agreement.
 - 2.2 Customer and the Department will make commercially reasonable efforts to install equipment required for remote interruption at the location(s) identified in Exhibit 1 of this Agreement, according to the schedule in Exhibit 2 of this Agreement.
 - 2.3 Customer is aware that Department Load Dispatchers shall remotely initiate Load interruption with thirty (30) minutes' advance notice at the location(s) identified in Exhibit 1 of this Agreement; and Periods of Interruption are unlimited and

interruption duration shall be at the sole discretion of the Department.

2.4 The Parties have determined that it is mutually beneficial to enter into this Agreement.

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

3.1 Customer agrees to receive and purchase Electric Service from the Department pursuant to the terms and conditions of this Agreement and the Electric Rate Ordinance.

3.2 The Department agrees to provide and sell Electric Service to Customer pursuant to the terms and conditions of this Agreement and the Electric Rate Ordinance.

3.3 Customer agrees that seventy-five percent of energy consumed by load receiving Electric Service under this Agreement must be from Merchant Ships.

3.4 Until the Department controls the equipment required for remote interruption at a particular location(s) identified in Exhibit 1 of this Agreement, the Department may elect to initiate remote interruption at said location(s) 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 at said location(s) for the Period of Interruption within thirty (30) minutes of receiving such telephone call, text message telephone call, or e-mail message from the Department.

3.5 Customer agrees that receipt of Period of Interruption notification is the responsibility of the Customer; that the Department does not guarantee the reliability of the text system or e-mail system by which the Customer receives notification in Sections 11.3 and 11.4.

3.6 Customer and the Department agree to pay for costs incurred by the respective Party in the implementation of the Agreement in accordance with the terms and conditions of the Agreement.

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

4. DEFINITIONS: The definitions and terms provided in the Electric Rate Ordinance and the Rules are incorporated in and made a part of this Agreement by reference.

Notwithstanding anything to the contrary, the following terms, when initially capitalized, whether in the singular or plural tense, shall mean:

4.1 Agreement: This Standard Offer Agreement for Alternative Maritime Power (AMP) Service.

- 4.2 Authorized Representative: The representative or designated alternate of a Party appointed in accordance with Section 10 of this Agreement.
- 4.3 Electric Rate Ordinance: City of Los Angeles Ordinance No. 168436, passed by the Los Angeles City Council on December 18, 1992, and all amendments, revisions, replacements, and supplements thereof, including but not limited to City of Los Angeles Ordinance No. 184133.
- 4.4 Electric Service: As defined in the Rules.
- 4.5 Facility: The location(s) identified in Exhibit 1 of this Agreement where customer is receiving and paying for Electric Service from the Department.
- 4.6 Firm Demand: That portion of demand which the Department will supply to Customer without limitation during a Period of Interruption, and specified for different values for High Season and Low Season in Exhibit 1 of this Agreement.
- 4.7 Interruptible Demand: That portion of the demand which the Department will supply to the Customer at all times except during a Period of Interruption. Interruptible Demand shall not be less than 500 kilowatts (kW) and specified for each location(s) in Exhibit 1 of this Agreement.
- 4.8 Merchant Ships: Ships consuming electricity while docked at the Port of Los Angeles.

- 4.9 Period of Interruption: An interval of time, initiated and terminated by the Department, during which the Department is obligated to supply no more than Firm Demand.
- 4.10 Rules: The Rules Governing Water and Electric Service 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.
5. EFFECTIVE DATE: This Agreement shall become effective upon the date of acceptance and execution by both Parties.
6. TERMINATION AND MODIFICATION:
- 6.1 This Agreement may be terminated at any time by mutual agreement of the Parties.
- 6.2 Either Party may terminate this Agreement at any time prior to its term by giving at least thirty (30) calendar days' advance written notice of such intent.
- 6.3 This Agreement is not transferable or assignable, in whole or in part.
- 6.4 This Agreement shall terminate immediately without further notice upon any sale or name change of the Facility or upon a change in ownership of Customer.
- 6.5 Agreement to terminate and termination by Customer shall be executed by the Customer's duly authorized chief executive or his or her designee or successors.

6.6 Agreement to terminate and termination by the Department shall be executed by the Rates Manager or his or her designee.

6.7 Unless terminated in accordance with this Section 6, this Agreement shall continue in full force and effect until the third anniversary of its effective date and shall thereupon terminate without further notice.

7. ELECTRIC SERVICE:

7.1 Except as otherwise provided herein, the Department shall provide AMP electric service at each Facility identified in Exhibit 1 of the Agreement and bill Customer for Electric Service in accordance with the terms and conditions of the AMP Interruptible Rate in Schedules AMP and AMP [i] of the Electric Rate Ordinance and the Rules.

7.2 Customer may not revert to another rate during the term of this Agreement.

7.3 Customer will not receive Electric Service under the terms and conditions of this Agreement if commercially reasonable efforts of the Department and Customer fail to result in installation of the equipment required for remote interruption by the dates specified in Exhibit 2 of this Agreement.

7.4 Customer shall be responsible for the maintenance of any facilities up to the high-side of the 34.5 kV

station which is serving the Merchant Ship loads identified in Exhibit 1 of the Agreement.

7.5 All equipment or structures necessary for Department to serve Customer from the 34.5kV Subtransmission Service Voltage shall be located on the Customer's site and shall be owned and maintained by the Customer.

7.6 Customer accounts shall not be totalized under this Agreement.

8. MEASUREMENTS:

8.1 Energy and demand consumption values shall be based on Department-owned meters located at the Facility. Such meters shall be read, tested, and maintained in accordance with the Rules and the Department's procedures and practices.

8.2 All non-AMP load will be metered separately from normal AMP service. The Department 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 the Department-owned TDK (non-billing) meters.

9. BILLING AND PAYMENTS:

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

9.2 Other than as set forth in this Agreement, the Department'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 the Department:

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 Agreement.

10. ADMINISTRATION:

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

(authorized signatory, title, phone)

and the Department'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 Agreement.

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 Agreement. Should they be unable to do so, the matter shall be referred to Customer's

(authorized signatory, title, phone)

and the Department'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 Agreement unless provided for herein.

11. NOTICES:

11.1 Any written notice under this Agreement 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 Agreement.

11.1.1 If to the Customer:

(Customer Name)

(Customer Address)

(City, State, Zip Code)

Attention: _____

11.1.2 If to the Department:
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 Agreement.

11.3 The Customer shall list their primary and secondary telephone number, text message telephone number, or e-mail address for Period of Interruption notification before the Department controls the

equipment required for remote interruption at a location identified in Exhibit 1 of this Agreement:

Primary _____

Secondary _____

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

Primary _____

Secondary _____

11.5 It is the Customer's responsibility to notify the Department of any changes in their 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 Department address:

Rates.Curtailment@LADWP.com

12. ADDING OR REMOVING LOCATIONS:

12.1 Any service location, which the Customer desires to add or remove from this Agreement, with corresponding stated station modification completion date, must be mutually agreed upon in a writing signed by the Authorized Representative of the Customer and either the Rates Manager or Chief Financial Officer of the

Department prior to such addition or removal taking effect.

12.2 Service locations that are closed by the Customer may be removed from this Agreement unilaterally. The Customer shall notify the Department's Authorized Representative in writing of the removal of such locations within thirty (30) days of closure.

12.3 The terms of this Agreement shall apply to any service location of the Customer added to this Agreement. Exhibits 1 and 2 will be updated to reflect authorized additions and removals.

13. UNDERSTANDING: Exhibits 1 and 2 are incorporated herein and made a part of this Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof; and there are no other promises, terms, conditions, obligations, understandings, or agreements between the Parties with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof.

14. EFFECT OF SECTION HEADINGS: Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

15. GOVERNING LAW: This Agreement shall be governed by and interpreted and enforced in accordance with the laws of

the State of California and the City of Los Angeles, without regard to conflict of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

16. REPRESENTATION: Each Party has been represented by legal counsel in the negotiation and execution of this Agreement.

17. EXECUTION: IN WITNESS WHEREOF, the signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the date and year written below.

CITY OF LOS ANGELES HARBOR DEPARTMENT

By _____

Title _____

Date _____

City of Los Angeles acting by and through the
Department of Water and Power

By _____

Title _____

Date _____

CITY OF LOS ANGELES HARBOR DEPARTMENT - DEPARTMENT STANDARD OFFER FOR AMP ELECTRIC SERVICE AGREEMENT

Exhibit 1

<u>Service Address</u>	<u>Account Number</u>	<u>Meter Number</u>	<u>TDK Meter Number</u> non-billing Meter for non-AMP Load	<u>Firm Demand(kw)</u> High Season	<u>Firm Demand(kw)</u> Low Season	<u>Interruptible Demand (kW)</u> (Not less than 500kW)
501 Terminal Way Berth Nos. 230-232	CCB 0002380000	APMV30018-27				
705 N. Front Street Berth No. 100	CCB 6253980000	APMV30022-1903				
1221 W Harry Bridges Bl	CCB 6253980000	APMV30022-1907				
920 W Harry Bridges Bl	CCB 6253980000	APMV30022-1906				
2500 Navy Way	CCB 6253980000_42	APMV30019-42				
2500 Navy Way	CCB 6253980000_43	APMV30019-43				
1540 JS Gibson Jr. Blvd	CCB 6253980000_44	APMV30019-44				
614 Terminal Way	CCB 6253980000	APMV30022-1901				
849 New Dock St E	CCB 6253980000	APMV30019-45				

CITY OF LOS ANGELES HARBOR DEPARTMENT - DEPARTMENT STANDARD OFFER FOR AMP ELECTRIC SERVICE
AGREEMENT

Exhibit 2

Service Address Station Modification Completion
Date