

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

BETWEEN

CITY OF LOS ANGELES HARBOR DEPARTMENT

AND

DEPARTMENT OF WATER AND POWER

OF THE CITY OF LOS ANGELES

DWP No. RCS150020

STANDARD OFFER AGREEMENT FOR AMP SERVICE
TO MERCHANT SHIPS WITH MAXIMUM DEMAND OF
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STANDARD OFFER AGREEMENT FOR AMP SERVICE
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This Agreement is entered into by and between CITY OF LOS ANGELES HARBOR DEPARTMENT (Customer) and the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a California Charter City, (LADWP); sometimes hereinafter referred to individually as "Party" and collectively as "Parties", who agree as follows:

1. RECITALS: This Agreement 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 Agreement.
 - 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 Agreement; 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 Agreement, LADWP will be the sole supplier of all electricity consumed at the location identified in Exhibit 1 of this Agreement.

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

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 Agreement and the Electric Rate Ordinance.

2.2 Customer agrees that seventy-five percent of energy consumed by load receiving electric service under this Agreement 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 Agreement, 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 Agreement in accordance with the terms and conditions of the Agreement.

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 Agreement 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 Agreement, the provisions of this Agreement shall govern. The following terms, when initially capitalized, whether in the singular or plural tense, shall mean:

- 3.1 Agreement: This STANDARD OFFER AGREEMENT FOR AMP SERVICE TO MERCHANT SHIPS WITH MAXIMUM DEMAND OF NOT LESS THAN SEVEN MEGAWATTS PER MONTH.
- 3.2 Authorized Representative: The representative or designated alternate of a Party, appointed in accordance with Section 10 of this Agreement.
- 3.3 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 Agreement.
- 3.4 Electric Rate Ordinance: City of Los Angeles Ordinance No. 182288, passed by the City Council on October 23, 2012, and all amendments, revisions, replacements, or supplements thereof.
- 3.5 Electric Service: As defined in the Rules.
- 3.6 Facility: The location identified in Exhibit 1 of the Agreement where the customer is receiving and paying for electric service from LADWP.
- 3.7 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 Agreement.

3.8 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 Agreement.

3.9 Megawatt (MW): One million watts.

3.10 Merchant Ships: Ships consuming electricity while docked at the Port of Los Angeles.

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 Agreement 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 Agreement shall remain in full force and effect until the third anniversary of its effective date.

6. TERMINATION:

- 6.1 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.
- 6.2 This Agreement shall terminate immediately upon any sale or name change of the Facility or upon a change in ownership of Customer.
- 6.3 Agreement to terminate and termination by Customer shall be executed by its chief executive or his or her designee or successors.
- 6.4 Agreement to terminate and termination by the LADWP shall be executed by the LADWP's Rates Manager, or designee.
- 6.5 This Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement.
- 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 Agreement.

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 Agreement shall be based on the Electric Rate Ordinance.

9.2 Other than as set forth in this Agreement, 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:

Los Angeles Harbor Department
(Customer name)

425 S. Palms Verdes Street
(Customer address)

San Pedro, CA 90731
(city, state, zip code)

Attention: Accounting Division

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 Agreement.

10. ADMINISTRATION:

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

Eugene D. Seroka, Executive Director (310) 732-3456
(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 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

Doane Liu, Chief of Staff & Deputy Exec Director (310) 732-3242
(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 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

Los Angeles Harbor Department

(Customer name)

425 S. Palos Verdes Street

(Customer address)

San Pedro, CA 90731

(city, state, zip code)

Attention: Real Estate

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 Agreement.

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 Agreement:

Primary (310) 732-3550 - Port of Los Angeles Emergency Service Line

Secondary (310) 400-5797 - Joe Maldonado

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 Agreement:

Primary (310) 732-3550 Port of Los Angeles Emergency Service Lin
Secondary (310) 408-5797 - Joe Maldonado

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 Agreement. This Agreement 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 Agreement 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 Agreement 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 Agreement, in whole or in part.
15. OBLIGATIONS: This Agreement shall not affect the obligations or rights of the Parties to purchase or to sell electricity at locations other than those covered by this Agreement.
16. GOVERNING LAW: This Agreement shall be interpreted in accordance with the Charter of the City of Los Angeles, as amended. Any lawsuit relating to this Agreement shall be filed in the Superior Court for Los Angeles County and shall be governed by California law and the Charter of the City of Los Angeles.
17. REPRESENTATION: Each Party has been represented by legal counsel in the negotiation and execution of this Agreement.

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 WITH MAXIMUM DEMAND OF NOT LESS THAN SEVEN MEGAWATTS PER MONTH

Exhibit 1

<u>Service Address</u>	<u>Account Number</u>	<u>Meter</u> <u>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	APMV30022-23	N/A	15000	25000	25000