ENERGY, CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE COMMITTEE

Tuesday, August 15, 2017

ROOM 1010, CITY HALL - 1:00 PM
200 NORTH SPRING STREET, LOS ANGELES, CA 90012

MEMBERS:  COUNCILMEMBER NURY MARTINEZ, CHAIR
            COUNCILMEMBER PAUL KORETZ
            COUNCILMEMBER PAUL KREKORIAN
            COUNCILMEMBER GILBERT A. CEDILLO
            COUNCILMEMBER MITCH O'FARRELL

(Adam R. Lid - Legislative Assistant - (213) 978-1076 or email Adam.Lid@lacity.org)

Click here for agenda packets

Note: For information regarding the Committee and its operations, please contact the Committee Legislative Assistant at the phone number and/or email address listed above. The Legislative Assistant may answer questions and provide materials and notice of matters scheduled before the City Council. Sign Language Interpreters, Communication Access Real-Time Transcription (CART), Assistive Listening Devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing Sign Language Interpreters, five or more business days notice is strongly recommended. For additional information, please contact the Legislative Assistant listed above.

MULTIPLE AGENDA ITEM COMMENT

GENERAL PUBLIC COMMENT

ITEM NO. (1)

DISCUSSION ITEM

Bureau of Sanitation (BOS) to present an update of the RecycleLA/Zero Waste LA Franchise System Program.

ITEM NO. (2)

16-1235

Motion (Martinez - Harris-Dawson) relative to instructing the BOS to report in regard to:
a. The use of a portion of franchise revenues for programs and activities that address/enhance quality of life concerns such as illegal dumping and proactive bulky item pick up.

b. The use of generated community benefit funds, as well as a portion of franchise fees, to be used to address quality of life issues in communities historically burdened with an over-concentration of waste processing facilities.

c. Modify local hiring requirements to also request the City Attorney to add local hire requirement provisions to the Zero Waste Franchise Program Ordinance

And additionally requesting the Board of Public Works to report on ways to incorporate effective business inclusion objectives and requirements, and enforcement mechanisms, into all Requests for Proposals and contracts moving forward so that the City is in stronger position to meet its desired diversity participation rates.

(Also referred to Budget and Finance Committee)

Community Impact Statement: None submitted.

ITEM NO. (3)
17-0878

Motion (Blumenfield - Englander - Bonin et al.) relative to instructing the BOS to report in regard to the next steps for the RecycleLA Program to allow business customers to share bins with neighboring businesses in order to maximize the use of each bin and related matters.

Community Impact Statement: None submitted.

ITEM NO. (4)
10-1797-S18

Motion (Blumenfield - Price) relative to instructing the BOS to report in regard to alternative, smart city, methods to optimize waste collection, diversion and recycling efforts by including the use of mini-containers attached to waste containers for source separation purposes.

Community Impact Statement: Yes

For:
Glassell Park Neighborhood Council

ITEM NO. (5)
Board of Water and Power Commissioners, City Administrative Officer (CAO), and City Attorney reports, Ordinance, and Resolution No. 018007 relative to: 1) proposed Pacific Direct Current Intertie Operating Agreement BP No. 14-018; 2) Memorandum of Agreement BP No. 14-019; and 3) Amended and Restated Little Lake Community Site Agreement LADWP No. 10462.

Fiscal Impact Statement Submitted: Yes
Community Impact Statement: None submitted.

ITEM NO. (6)

Board of Water and Power Commissioners and CAO reports and Resolution No. 018009 relative to proposed Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 4726C-5 for engineering design services for the Owens Lake Dust Mitigation Program with Tetra Tech, Inc., CH2M Hill, and CDM Smith, Inc., respectively with said Amendment not to exceed amount by $3,000,000 and extend the term by one year for a cumulative term of four years.

Fiscal Impact Statement Submitted: Yes
Community Impact Statement: None submitted.

TIME LIMIT FILE - SEPTEMBER 18, 2017
(LAST DAY FOR COUNCIL ACTION - SEPTEMBER 8, 2017)

If you challenge this Committee's action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at or prior to, the public hearing. Any written correspondence delivered to the City Clerk before the City Council's final action on a matter will become a part of the administrative record.

Materials relative to items on this agenda can be obtained from the Office of the City Clerk's Council File Management System, at lacouncilfile.com by entering the Council File number listed immediately following the item number (e.g., 00-0000).
AMENDING MOTION

I MOVE that the Energy and Environment Committee Report relative to the collection of solid waste from commercial establishments and multifamily dwellings, and the utilization of subcontractors for the Zero Waste LA Exclusive Franchise System, CF 16-1235 and Item No. 3 on today’s Council agenda, BE AMENDED to include the following recommendations in addition to the recommendations contained in the Report:

- INSTRUCT the Bureau of Sanitation (BOS) to report on recommendations for the use of a portion of franchise revenues for programs and activities that address/enhance quality of life concerns such as illegal dumping and proactive bulky item pick up;

- INSTRUCT the BOS to report on recommendations for the use of generated community benefit funds, as well as a portion of franchise fees, to be used to address quality of life issues in communities historically burdened with an over-concentration of waste processing facilities.

- MODIFY recommendation 2d relative to local hiring requirements to also REQUEST the City Attorney to add local hire requirement provisions to the Zero Waste Franchise Program ordinance;

- REQUEST the Board of Public Works to report on ways to incorporate effective business inclusion objectives and requirements, and enforcement mechanisms, into all RFPs and contracts moving forward so that the City is in stronger position to meet its desired diversity participation rates;

PRESENTED BY: NURY MARTINEZ
Councilwoman, 6th District

SECONDED BY: 

DECEMBER 9, 2016
On July 1, 2017, the Bureau of Sanitation (LASAN) began the roll-out for its RecycLA program that establishes recycling and waste collection services for all commercial, industrial, and large multifamily customers in the City.

The RecycLA program consists of 11 exclusive service zones with each zone serviced by one solid resources collection firm. Each service collection firm is required to provide efficient collection and processing of solid resources to their clients.

Businesses have raised concerns about the RecycLA program and its bin/fee structure. Some businesses indicated that each business is required to have a set of bins which are subject to an established fee structure.

These businesses stressed that they generate far less recycling and waste materials that would justify having individual bins. As a result, they have half or quarter-filled bins, yet are paying the full price of each bin. In some cases, these businesses complained that the bin charges are too high.

These businesses are supportive of the program’s efforts; however they would like the City to adopt a bin-sharing option with a commensurate fee structure. In this manner, the use of the bins can be maximized and the associated cost of service can be shared.

There is precedent within the City’s existing solid waste infrastructure to support bin sharing and a reduced cost for multiple accounts sharing bins. For example, the City curbside recycling program provides three bins – one each for trash, recyclables and green waste for $36.32/month for single family dwellings and duplexes. Multi-family dwellings with three to five units receive trash, recycling and green waste collection for $24.33/month and share bins. Businesses should have this same opportunity.

I THEREFORE MOVE that the Bureau of Sanitation (LASAN) report to the City Council in 30 days on the next steps for the RecycLA program to allow business customers to share bins with neighboring businesses in order to maximize the use of each bin.

I FURTHER MOVE that the LASAN report to the City Council on a commensurate fee structure for businesses that engage in a bin-sharing option.
MOTION

The City is in the process of implementing a Zero Waste LA Exclusive Franchise System for commercial and multifamily solid waste collection and handling. The City’s Bureau of Sanitation (BOS) has been working extensively the last six years to develop the program and refine its objectives.

The program will require franchise holders to collectively reduce solid waste disposal by 1 million tons per year by 2025. It will bring improvements to the environment, help meet the City’s sustainability goals and allow the City to meet State diversion mandates.

In order to augment this effort, the BOS should consider integrating smart city technology in the waste collection and disposal process. For example, bins and containers can be equipped with ultrasonic sensors that notify when they’ve reached full capacity and can be collected. This approach allows collectors to optimize service, reduce fuel costs and improve air quality.

In terms of ease of use, the BOS should consider utilizing waste bins that have “mini-containers” attached to them facilitate source separation. The attached “mini-container” would help increase recycling efforts and minimize waste to the landfill.

I THEREFORE MOVE that the Bureau of Sanitation report to the Council in 30 days on alternative, smart city, methods to optimize waste collection, diversion and recycling efforts by including the use of ultrasonic sensors in bins and containers; and the use of “mini-containers” attached to waste containers for source separation purposes.

PRESENTED BY: BOB BLUMENFIELD Councilmember, 3rd District

SECONDED BY:  

Tuesday - August 15, 2017 - PAGE 6
Contact Information
Neighborhood Council: Glassell Park Neighborhood Council
Name: Benjamin Disinger
Phone Number: (915) 241-0934
Email: gpnc.bendisinger@gmail.com
The Board approved this CIS by a vote of: Yea(9) Nay(0) Abstain(0) Ineligible(0) Recusal(0)
Date of NC Board Action: 11/15/2016
Type of NC Board Action: For

Impact Information
Date: 11/17/2016
Update to a Previous Input: No
Directed To: City Council and Committees
Council File Number: 10-1797-S18
Agenda Date:
Item Number:
Summary: The Glassell Park Neighborhood Council voted unanimously IN FAVOR of this council file.

We, the GPNC, are in favor of optimizing our city's waste collection efforts through the use of new technologies. We have several questions about the proposed use of ultrasonic sensors and mini-containers that we’d like to see addressed within the BOS report:

What are the costs of conducting this report? Who will pay for the cost of conducting the report? What are the cost savings of implementing these "smart-city" technologies? Will the report investigate the potential of switching our current collection vehicles to zero-emission vehicles? How will these technologies improve upon current collection methods?

We would like these questions addressed within the report. For these reasons, the Glassell Park Neighborhood Council unanimously SUPPORTS this motion.
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<td>FROM</td>
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<td>The Mayor</td>
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PACIFIC DIRECT CURRENT INTERTIE OPERATING AGREEMENT, MEMORANDUM OF AGREEMENT, AND AMENDED AND RESTATE LITTLE LAKE COMMUNICATION SITE AGREEMENT

Approved and transmitted for further processing including Council consideration. See the City Administrative Officer report attached.

MAYOR
REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 7, 2017

To: The Mayor

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer

Reference: Communication from the Department of Water and Power dated March 1, 2017

Subject: PACIFIC DIRECT CURRENT INTERTIE OPERATING AGREEMENT, MEMORANDUM OF AGREEMENT, AND AMENDED AND RESTATED LITTLE LAKE COMMUNICATION SITE AGREEMENT

RECOMMENDATIONS

That the Mayor:

1. Approve the proposed resolution by Ordinance to authorize execution of (i) the Pacific Direct Current Intertie Operating Agreement BP 14-018, (ii) the Pacific Direct Current Intertie Memorandum of Agreement BP 14-019, and (iii) the Amended and Restated Little Lake Communication Site Agreement 10462; and to delegate authority to the DWP Board of Commissioners to approve future amendments to the Agreements, provided the amendments do not increase costs or extend the term to the Agreements, without further approval by the City Council; and,

2. Return the proposed resolution to the Department for further processing, including City Council consideration.

SUMMARY

Approval of the proposed resolution by Ordinance authorizes three agreements relating to the continued operation of the Pacific Direct Current Intertie (PDCI). In operation since 1970, the PDCI is a 500 kilovolt (kV) direct current (DC) transmission system connecting the Celilo Converter Station (CS) in Oregon to the Sylmar CS in California. The southern portion of the PDCI is jointly-owned by several utilities including DWP, Southern California Edison (SCE), City of Burbank, City of Glendale, and City of Pasadena (collectively identified as the Southern Owners). DWP operates and maintains the southern portion of the PDCI on behalf of the Southern Owners. The Bonneville Power Administration (BPA) owns, operates, and maintains the northern portion of the PDCI.

The proposed Operating Agreement BP 14-018 outlines the terms and conditions related to the shared operation of the PDCI. The proposed Memorandum of Agreement BP 14-019 identifies PDCI ownership rights and obligations in addition to establishing operational procedures. The
term of these agreements is 30 years, unless terminated earlier in accordance to the termination provisions in each agreement.

The Amended and Restated Little Lake Communication Site Agreement 10462 establishes the terms and conditions for operating the Little Lake Microwave Relay Station, which is a facility utilized to operate the PDCI. DWP shall rent a portion of the communication facility from SCE with an annual payment of $2,940.40. This amount is set to increase by 2.1 percent annually for the first five years. SCE may adjust other costs annually to reflect any additional costs, taxes and changes to insurance requirements. A total of 60 percent of this cost to DWP is reimbursed by the PDCI Southern Owners as an operating cost for the transmission facilities. The term of this agreement is coterminous with the Amended and Re-stated City-Edison PDCI DC Transmission Facilities Agreement (DWP Agreement 10078) expiring on March 31, 2041, or the date the U.S. Bureau of Land Management (BLM) informs SCE that it won’t extend or renew SCE’s January 18, 1967 easement for the facility.

The proposed resolution also delegates authority to the DWP Board of Commissioners to approve amendments to the Agreements, provided the amendments do not increase costs or extend the term, without further approval by the City Council.

City Council approval by Ordinance is required in accordance to City Charter Section 674(a). The City Attorney has reviewed and approved the proposed resolution as to form and legality.

FISCAL IMPACT STATEMENT

Approval of the proposed resolution impacts the Power Revenue Fund. There is no fiscal impact to the City General Fund. The proposed Agreement complies with the Department’s adopted Financial Policies.
July 19, 2017

The Honorable City Council
City of Los Angeles
Room 395, City Hall
Los Angeles, California 90012

Honorable Members:

Subject: Approves Pacific Direct Current Intertie Operating Agreement BP No. 14-018, Memorandum of Agreement BP No. 14-019 and Amended and Restated Little Lake Community Site Agreement LADWP No. 10462.

Pursuant to Charter Section No. 674 enclosed for approval by your Honorable Body is Resolution No. 018 007, adopted by the Board of Water and Power Commissioners on July 18, 2017, approved as to form and legality by the City Attorney, which approves Pacific Direct Current Intertie Operating Agreement BP No. 14-018, Memorandum of Agreement BP No. 14-019 and Amended and Restated Little Lake Community Site Agreement LADWP No. 10462.

If additional information is required, please contact Ms. Winifred Yancy, Director of Legislative and Intergovernmental Affairs, at (213) 367-0025.

Sincerely,

Barbara E. Moschos
Board Secretary

BEM:msh
Enclosures: LADWP Resolution
Board Letter
Draft Ordinance
PDCI Operating Agreement BP No. 14-018
Memorandum of Agreement on the PDCI BP No. 14-019
Amended and Restated Little Lake Communication Site Agreement LADWP No. 10462
CAO Report
The Honorable City Council
Page 2
July 19, 2017

c/enc: Mayor Eric Garcetti
Councilmember Nury Martinez, Chair, Energy, Climate Change, and Environmental Justice
Committee
Sharon Tso, Chief Legislative Analyst
Richard H. Llewellyn, City Administrative Officer
Rafael Prieto, Legislative Analyst, CLA
Sarai Bhaga, Chief Administrative Analyst, CAO
Winifred Yancy, Director of Legislative and Intergovernmental Affairs
WHEREAS, the Pacific Direct Current Intertie (PDCI) is a 500 kV (kilovolts) Direct Current (DC) transmission system that includes the Celilo Converter Station (Celilo CS) located in Dalles, Oregon, the Sylmar Converter Station (Sylmar CS) located in Sylmar, California, and the DC transmission line that connects Celilo CS and Sylmar CS;

WHEREAS, the PDCI was built jointly by the Bonneville Power Administration (BPA) and the Southern Owners as a single high voltage DC system to connect the Pacific Northwest with Southern California;

WHEREAS, the Southern Owners consists of the Los Angeles Department of Water and Power (LADWP), Southern California Edison Company, a California corporation (Edison), the City of Burbank (Burbank), the City of Glendale (Glendale) and the City of Pasadena (Pasadena);

WHEREAS, BPA is the owner and operating agent of the Celilo CS and the DC transmission line from Celilo to the Nevada – Oregon Border (NOB) (collectively the Northern Portion);

WHEREAS, the Southern Owners jointly own the Sylmar CS and the DC transmission line from NOB to Sylmar (collectively the Southern Portion) and LADWP is the operating agent of the Southern Portion on behalf of the Southern Owners;

WHEREAS, the Northern and Southern Portions have been physically connected at NOB and in operation since May 21, 1970;

WHEREAS, BPA and LADWP, on behalf of the Southern Owners, desire to enter into the PDCI Operating Agreement (BP 14-018) (Operating Agreement) to outline the terms and conditions related to the shared operation of the PDCI by the parties;

WHEREAS, BPA and the Southern Owners desire to enter into the Memorandum of Agreement (BP 14-019) (MOA) to outline each parties PDCI ownership rights and obligations, and to establish certain procedures and coordination amongst the parties in relation to the PDCI;

WHEREAS, both the Operating Agreement and the MOA shall be in effect upon execution by the parties for a thirty (30) years term, unless terminated earlier in accordance with the terms and condition of each respective agreement;

WHEREAS, on January 18, 1967, the Southern Owners executed a communication facilities agreement for a term of fifty (50) years, which establishes the terms and conditions for the operation of the communication facilities used in connection with the control and operation of the PDCI, located near Inyokern, California, known as Little Lake Microwave Relay Station; and
WHEREAS, said communication facilities agreement expired, and the Southern Owners
desire to enter into the Amended and Restated Little Lake Communication Site
Agreement, LADWP No. 10462 (Communication Agreement) as a replacement and the
term of this Communication Agreement is coterminous with the earlier of: (i) the
termination date of the Amended and Re-stated City-Edison Pacific Intertie DC
Transmission Facilities Agreement, No. 10078 or (ii) the date the Bureau of Land
Management informs Edison that it will not extend or renew Edison’s January 18, 1967
easement.

NOW, THEREFORE, BE IT RESOLVED that the Operating Agreement, the MOA and
the Communication Agreement (collectively, PDCI Agreements), copies of which are on
file with the Secretary of the Board of Water and Power Commissioners (Board),
approved as to form and legality by the City Attorney, be and the same are hereby
approved.

BE IT FURTHER RESOLVED that in accordance to Section 674 of the Charter of the
City of Los Angeles, the Board requests that the City Council approve by ordinance,
said PDCI Agreements.

BE IT FURTHER RESOLVED that the Board requests that the City Council authorize
the Board to act on and approve all future amendments to the PDCI Agreements
without further approval by the City Council, provided that such amendments do not
increase the costs or extend the duration of the respective said agreements.

BE IT FURTHER RESOLVED that the President or Vice President of the Board, or
General Manager, or such person as the General Manager shall designate in writing,
and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby
authorized and directed to execute said Agreements subject to approval by the City
Council by ordinance pursuant to Section 674 of the Charter of the City of Los Angeles.

BE IT FURTHER RESOLVED that the Chief Accounting Employee, upon proper
certification, is hereby authorized and directed to draw demands on the Power Revenue
Fund in payment of the obligations arising from or related to the Communication
Agreement.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the resolution
adopted by the Board of Water and Power Commissioners of the City of Los Angeles at
its meeting held

JUL 18 2017

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

SYNDI DRISCOLL
DEPUTY CITY ATTORNEY
ORDINANCE NO. _______________________

An ordinance approving (1) the Pacific Direct Current Intertie Operating Agreement (BP 14-018), (2) the Pacific Direct Current Intertie Memorandum of Agreement (BP 14-019), and (3) the Amended and Restated Little Lake Communication Site Agreement (LADWP NO. 10462); and delegating to the Board of Water and Power Commissioners limited authority to amend such agreements.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. The following agreements are hereby approved: (1) the Pacific Direct Current Intertie Operating Agreement (BP 14-018), (2) the Pacific Direct Current Intertie Memorandum of Agreement (BP 14-019), and (3) the Amended and Restated Little Lake Communication Site Agreement (LADWP NO. 10462) approved by the Board of Water and Power Commissioners, pursuant to Resolution No. XXX XXX, that is on file with the City Clerk.

Sec. 2. Pursuant to Los Angeles City Charter Sections 101, 373 and 674, the Board of Water and Power Commissioners is authorized without further approval by the City Council to act on and approve all future amendments to the Pacific Direct Current Intertie Operating Agreement (BP 14-018), the Pacific Direct Current Intertie Memorandum of Agreement (BP 14-019), and the Amended and Restated Little Lake Communication Site Agreement (LADWP NO. 10462), provided that such amendments do not increase the costs or extend the term of the agreements.
Sec. 3. The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of _______________________.

HOLLY L. WOLCOTT, City Clerk

By ___________________________ Deputy

Approved _______________________

Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By ___________________________ SYNDI DRISCOLL Deputy City Attorney

Reviewed by SD

Date ___________________________

File No. _________________________
REPORT RE:

DRAFT ORDINANCE APPROVING AGREEMENTS
RELATED TO THE PACIFIC DIRECT CURRENT INTERTIE PROJECT OF THE
LOS ANGELES DEPARTMENT OF WATER AND POWER

The Honorable City Council
of the City of Los Angeles
Room 395, City Hall
200 North Spring Street
Los Angeles, California 90012

Honorable Members:

This Office has prepared and now transmits for your consideration the enclosed
draft ordinance, approved as to form and legality. This draft ordinance provides for the
approval of: 1) the Pacific Direct Current Intertie (PDCI) Operating Agreement, BP 14-018, by and between the City of Los Angeles, acting by and through the Department of Water and Power (LADWP), and Bonneville Power Administration (BPA) (Operating Agreement); 2) the Memorandum of Agreement, BP 14-019, by and among LADWP, Southern California Edison Company, a California corporation, the Cities of Burbank, Glendale and Pasadena (collectively referred to as the Southern Owners) and BPA (MOA); and 3) the Amended and Restated Little Lake Communication Site Agreement, LADWP No. 10462, by and among the Southern Owners (Communication Agreement) (collectively referred to as the PDCI Agreements); and the delegation to the Board of Water and Power Commissioners (Board) of limited authority to amend said agreements.
Background

The Operating Agreement establishes the obligations and responsibilities of BPA, the operator of the PDCI from Celilo to the Nevada-Oregon Border, and LADWP, the operator of the PDCI from the Nevada-Oregon Border to Sylmar. The MOA pertains to the ownership structure, the obligations of BPA and the Southern Owners, and certain procedures and administrative matters. The Communication Agreement establishes the terms and conditions for the operation of the communication facilities located near Inyokern, California, known as Little Lake Microwave Relay Station, used in connection with the control and operation of the PDCI.

Enabling Charter Sections

The enclosed draft ordinance approves the PDCI Agreements. It also delegates authority to the Board to act upon and approve future amendments to the PDCI Agreements, provided that the amendments do not increase the costs or extend the term of the agreements.

Charter Section 674(a)(1) provides that, subject to approval by ordinance, the Board shall have the power to contract with the United States or any of its agencies, any state or state agency, and any corporation public or private, located inside or outside of the City or State of California for the construction, ownership, operation and maintenance of facilities for the generation, transformation and transmission of electric energy.

In addition, pursuant to Charter Section 101, the City Council has the power to authorize the Board to amend the PDCI Agreements without further City Council approval.

CEQA Findings

In accordance with the California Environmental Quality Act (CEQA), it has been determined that the PDCI Agreements are exempt pursuant to the General Exemption described in CEQA Guidelines Section 15061 (b) (3). General Exemptions apply in situations where it can be seen with reasonable certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Council Rule 38 Referral

Pursuant to Council Rule 38, this draft ordinance has been presented to the Board of Water and Power Commissioners, and its comments have been incorporated or resolved with LADWP.
If you have any questions regarding this matter, please contact Deputy City Attorney Jean-Claude Bertet at (213) 367-4630. He or another member of this Office will be present when you consider this matter to answer any questions that you may have.

Very truly yours,

MICHAEL N. FEUER, City Attorney

By

DAVID MICHAELSON
Chief Assistant City Attorney

DM:JB:ff
Transmittal
ORDINANCE NO. 

An ordinance approving (1) the Pacific Direct Current Intertie Operating Agreement (BP 14-018), (2) the Pacific Direct Current Intertie Memorandum of Agreement (BP 14-019), and (3) the Amended and Restated Little Lake Communication Site Agreement (LADWP NO. 10462); and delegating to the Board of Water and Power Commissioners limited authority to amend such agreements.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. The following agreements are hereby approved: (1) the Pacific Direct Current Intertie Operating Agreement (BP 14-018); (2) the Pacific Direct Current Intertie Memorandum of Agreement (BP 14-019); and (3) the Amended and Restated Little Lake Communication Site Agreement (LADWP NO. 10462) approved by the Board of Water and Power Commissioners, pursuant to Resolution No. 018-007 that is on file with the City Clerk.

Sec. 2. Pursuant to Los Angeles City Charter Sections 101, 373 and 674, the Board of Water and Power Commissioners is authorized without further approval by the City Council to act on and approve all future amendments to the Pacific Direct Current Intertie Operating Agreement (BP 14-018), the Pacific Direct Current Intertie Memorandum of Agreement (BP 14-019), and the Amended and Restated Little Lake Communication Site Agreement (LADWP NO. 10462), provided that such amendments do not increase the costs or extend the term of the agreements.
Sec. 3. The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of _______________________.

HOLLY L. WOLCOTT, City Clerk

By _______________________
Deputy

Approved _______________________

______________________________
Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By _______________________
JEAN-CLAUDE BERTET
Deputy City Attorney

Date 8/1/17

File No. _______________________

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PACIFIC DIRECT CURRENT INTERTIE OPERATING AGREEMENT
executed by the
UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
LOS ANGELES DEPARTMENT OF WATER & POWER

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Exhibit A Facility and Procedural Details
Exhibit B Notices
Exhibit C Southern Owners’ Advisory Committee Resolution
This PACIFIC DIRECT CURRENT INTERTIE OPERATING AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and the LOS ANGELES DEPARTMENT OF WATER & POWER (LADWP), a municipality organized and existing under the laws of the State of California, on behalf of itself and as operating agent for Southern California Edison Company, and the Cities of Burbank, Glendale and Pasadena, collectively referred to as the “Southern Owners.” BPA and LADWP are hereinafter sometimes referred to individually as “Party” and together as “Parties.”

RECITALS

WHEREAS the Pacific Direct Current Intertie (PDCI) is a single high-voltage direct current (“DC”) transmission system that includes the Celilo Converter Station (“Celilo”) located in The Dalles, Oregon, the Sylmar Converter Station (“Sylmar”) located in Sylmar, California, and the DC transmission line that connects Celilo and Sylmar; and

WHEREAS the PDCI was built jointly by the BPA and the Southern Owners as a single high voltage DC system to connect the Pacific Northwest with Southern California; and

WHEREAS BPA owns and has authority and responsibility for the operation of the Northern Portion of the PDCI, including the authority and responsibility for the interconnection of the Northern Portion with other transmission systems; and

WHEREAS LADWP and the Southern Owners jointly own the PDCI south of the Nevada-Oregon state line border (NOB); and LADWP has authority and responsibility for the operation of the Southern Portion of the PDCI, including sole authority and responsibility for the interconnection of the Southern Portion with other transmission systems; and

WHEREAS in a written resolution of Southern Owners’ Advisory Committee, the Southern Owners confirmed that (i) this Agreement may contain terms and conditions affecting the Southern Owners’ interests in the PDCI south of NOB and (ii) LADWP is authorized to execute this Agreement as set forth in Exhibit C; and

WHEREAS BPA and LADWP each operate a transmission system, which has been interconnected at the Transmission System Interconnection Point since May 21, 1970, and BPA and the Southern Owners have made a commitment, in BPA Memorandum of Agreement No. 14ZZ-15941 (LADWP Contract No. BP 14-019), to maintain the long-term Transfer Capability of the PDCI at 3100 MW; and

WHEREAS certain operation and maintenance rights and obligations of LADWP relating to the Southern Portion of the PDCI are provided for in separate agreements between LADWP and each of the Southern Owners; and
WHEREAS BPA has authorized, in coordination with the Southern Owners, a major upgrade to the Northern Portion of the PDCI, with construction scheduled primarily in calendar year 2015, which together with a modification to the Southern Portion of the PDCI by the Southern Owners, could increase long-term Transfer Capability to 3220 MW, and potential PDCI Transfer Capability of 3800 MW if a substantial upgrade to the Southern Portion is made in the future; and

WHEREAS LADWP and BPA wish to establish their agreement on matters pertaining to operation of the PDCI.

NOW THEREFORE, the Parties agree to the following:

1. TERM AND TERMINATION
   This Agreement shall become effective on the date of execution by the last Party signing this Agreement ("Effective Date"), and shall continue in effect until the earlier of: (i) thirty (30) years from the Effective Date; (ii) the date that the facilities, equipment and transmission elements comprising the PDCI are permanently removed from service; (iii) the date ordered by a regulatory agency or court of competent jurisdiction that the PDCI must cease operations; or (iv) the date computed upon a Party's exercise of its right to terminate this Agreement upon three (3) years advanced written notice to the other Party. All liabilities accrued hereunder shall be and are hereby preserved until satisfied.

2. DEFINITIONS
   When used in this Agreement, the following words and terms have the meaning shown below:

   (a) "City-Burbank Pacific Intertie D-C Transmission Facilities Agreement" shall mean the original agreement entered into by Burbank and LADWP under DWP Agreement No. 10129 and effective on or around March 16, 1967, as may be amended from time to time, relating to the PDCI.

   (b) "City-Edison Pacific Intertie D-C Transmission Facilities Agreement" shall mean the original agreement entered into by SCE and LADWP under DWP Agreement No. 10078 and effective on or around March 31, 1966, as amended by DWP Agreement No. BP02-007 and as may be further amended from time to time, relating to the PDCI, and on file with the Federal Energy Regulatory Commission under SCE's Rate Schedule No. 448.

   (c) "City-Glendale Pacific Intertie D-C Transmission Facilities Agreement" shall mean the original agreement entered into by Glendale and LADWP under DWP Agreement No. 10128 and effective on or around March 16, 1967, as may be amended from time to time, relating to the PDCI.

   (d) "City-Pasadena Pacific Intertie D-C Transmission Facilities Agreement" shall mean the original agreement entered into by Pasadena and LADWP under
DWP Agreement No. 10130 and effective on or around March 16, 1967, as may be amended from time to time, relating to the PDCI.

(e) “Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practice, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

(f) “Northern Portion” shall mean the northern system of the PDCI as separated by the Nevada-Oregon Border (NOB), extending through the Celilo Converter Station (Celilo) to Big Eddy Substation bus bars including all associated transmission facilities and lines controlled and operated by BPA that are used solely for the purpose of providing transmission service on the PDCI.

(g) “Pacific Direct Current Intertie” or “PDCI” shall mean the ±500 kV DC system that is operated as a continuous path, divided into the Northern Portion and the Southern Portion, and associated substation facilities.

(h) “PDCI Transfer Capability” shall mean the capability of the PDCI to reliably transfer power between Big Eddy Substation and Sylmar Switching Station bus bars as measured at the output of the source DC converter terminal and not limited by alternate current (“AC”) system operating constraints. The units of PDCI Transfer Capability are expressed in megawatts (MW).

(i) “Southern Owners” shall mean LADWP, Southern California Edison Company, and the Cities of Burbank, Glendale and Pasadena, which together jointly own the Southern Portion of the PDCI.

(j) “Southern Portion” shall mean the southern system of the PDCI as separated by the NOB extending through the D-C Transmission Facilities, as that term is defined in Article 3(a) of the City-Burbank Pacific Intertie D-C Transmission Facilities Agreement, the City-Glendale Pacific Intertie D-C Transmission Facilities Agreement and the City-Pasadena Pacific Intertie D-C Transmission Facilities Agreement and in Article 3(b) of the City-Edison Pacific Intertie D-C Transmission Facilities Agreement.

(k) “Transmission System Interconnection Point” or “Interconnection Point” shall mean the physical point of connection between the Northern Portion and the Southern Portion. The interconnection details are described in Exhibit A (Facility and Procedural Details), to this Agreement.
3. EXHIBITS AND REVISIONS
Exhibit A (Facility and Procedural Details), Exhibit B (Notices), and Exhibit C (Southern Owners Advisory Committee Resolution) are hereby incorporated as part of this Agreement. Either Party may unilaterally revise its contact information in Section 2 of Exhibit B, without further authorization from its governing body or by resolution as required by the Southern Owner's Advisory Committee Resolution.

4. INTERCONNECTED OPERATION

(a) Obligation to Operate in Accordance with Reliability Standards
Subject to the provisions of this Agreement, and in accordance with Good Utility Practice and the Reliability Standards for the Bulk Electric Systems of North America ("Reliability Standards") set forth by the North American Electric Reliability Corporation ("NERC") or any successor entity, each Party shall operate and maintain its portion of the PDCI, in accordance with Reliability Standards and the provisions of this Agreement, or cause the same to be so maintained and operated.

(b) Pacific HVDC Operating Orders and Parties' Operating Practices

(1) Each Party will operate its portion of the PDCI in accordance with written procedures jointly developed by the Parties relating to Pacific High Voltage Direct Current ("HVDC") operations. ("Pacific HVDC Operating Orders" are incorporated by reference herein.) The Pacific HVDC Operating Order(s) will, without limitation, establish operating authority boundaries and standards for isolation and notification to ensure safe and consistent operation of the PDCI.

(2) Each Party reserves the right to develop, amend, and terminate any operating procedures and/or business practices related specifically to the PDCI. Each Party will make reasonable efforts to avoid operating its portion of the PDCI in conflict with the other Party's operating procedures and/or business practices associated with the PDCI. In the event that a Party develops, amends, or terminates any operating procedure and/or business practices associated with the PDCI, such Party should provide reasonable notice to the other Party.

(3) In the event the Pacific HVDC Operating Orders or applicable operating procedures and/or business practices do not address a particular circumstance that arises, or an event of an Uncontrollable Force under Section 8 of this Agreement prevents the Parties from following the same procedures, the Parties will act in accordance with Good Utility Practice.
(c) **Remedial Action Scheme**
Each Party shall operate its portion of the PDCI in order to maintain stability on the WECC interconnected systems in the event of partial or total power loss on the PDCI. Exhibit A, Section 8 to this Agreement provides specific information addressing remedial action schemes for the PDCI.

Each Party agrees to assist in WECC required remedial action scheme testing if the Party's participation is necessary.

(d) **Loss Calculations**
The Parties shall use the loss calculation formulas in Exhibit A for power scheduling, dispatch, automatic generation control ("AGC"), and other purposes related to operation of the PDCI. A Party implementing a system modification expected to impact PDCI loss calculation accuracy shall propose appropriate modification to the Exhibit A loss calculation formulas. The proposed change shall be submitted to the other Party for review and approval at least six months prior to implementing the system modification. A Party may propose modification to the loss formulas to improve accuracy at any time subject to review and approval of both Parties. PDCI loss measurements may be conducted periodically as determined by the Parties to confirm the accuracy of the loss calculation formulas.

(e) **Site Access**
If a Party requires access to any part of the other Party's portion of the PDCI related to the Interconnection Point, the Party requiring access will deliver prior written notice to the other Party, and the other Party will reasonably provide such access, subject to its applicable safety and security requirements.

5. **COORDINATION OF OPERATIONS, MAINTENANCE, AND CONSTRUCTION**

(a) **Annual Meeting**
The Parties shall meet annually, or as the Parties determine necessary, to coordinate and resolve matters related to the PDCI, as identified in Section 5(b) below.

(b) **Coordination of PDCI Activities**
The Parties shall identify and, in good faith, facilitate resolution to matters related to operations, scheduling, maintenance, and construction on the PDCI. Such issues include, but are not limited to, the following:

1. Pacific HVDC Operating Orders and each Party's operating procedures and/or business practices that relate to the operation of the PDCI;
(2) Notice, coordination, and scheduling of planned maintenance and construction;

(3) Notice and restoration of forced outages;

(4) Standards for maintenance such as spare equipment redundancy;

(5) Coordinated operation;

(6) Coordinated scheduling;

(7) Curtailment procedures;

(8) Reliability;

(9) Probe testing;

(10) Integration and quality of service; and

(11) Test or circulation power.

(c) Test/Circulating-Power
The Parties shall endeavor to accommodate the need for power to be transferred from one terminal to the other for testing and other purposes from time to time. The accommodations will be made in accordance with Good Utility Practice and may include circulating power on the parallel AC path, entering into purchasing/selling agreements, banking of energy, or other methods as mutually agreed by the Parties.

(d) Implementation of Maintenance and Construction

(1) Minimize Adverse Effects of Scheduled Maintenance and Construction
The Parties shall coordinate scheduled maintenance and construction affecting the PDCI in a manner that will minimize adverse effects, including but not limited to reduction of PDCI Transfer Capability or any portion thereof. In coordinating scheduled maintenance and construction requiring a scheduled outage of the PDCI, the Parties shall negotiate in good faith to determine: (i) the period of time, prior to the outage, required by each Party to prepare for the outage; and (ii) the period of time necessary to accomplish the required maintenance or construction.

(2) Outage and Maintenance Schedules
By January 31 of each calendar year, or by such other date as the Parties mutually agree, each Party shall submit to the other Party estimated schedules for proposed maintenance and construction and
related outages of the PDCI. Such estimated schedules shall include:
(i) a schedule for the current calendar year and (ii) an estimated
rolling five-year schedule for construction, if applicable, which each
Party shall update annually.

(3) **Notification**
Upon a Party's determination of the need for scheduled maintenance
or construction affecting the PDCI, such Party shall provide notice to
the other Party in advance of performing the actual maintenance or
construction to the extent practicable.

6. **METERING**

(a) **General and Standards**
Each Party has installed, and shall maintain in accordance with its own
procedures, primary and secondary revenue-quality interchange meters and
all associated equipment at the points of metering, described in Exhibit A, for
which that Party is responsible. In accordance with NERC Mandatory
Reliability Standards, all interchange values, continuous/instantaneous MW
and hourly MWh, shall come from a common, agreed upon source described in
Exhibit A and shall be adjusted as provided for in Exhibit A. If necessary,
the Parties' representatives shall determine which Party's meters are used as
primary and which are secondary.

(b) **Testing and Access**
Each Party shall, at its own cost, test its meters in accordance with its own
procedures at least once every two (2) years. If requested to do so by one
Party, the other Party shall make additional tests or inspections of its
meters. Unless otherwise mutually agreed, the requesting Party shall pay
for such additional tests and/or inspections, provided that in the event the
additional tests or inspections find that a meter registers an error equal to or
greater than the allowable maximum error of 0.2 percent permitted under
the ANSI C12.20, such additional tests and/or inspections shall be at the
expense of the other Party. Each Party shall give the other Party reasonable
notice of the time when any test or inspection pursuant to this Section is to
be made, and the other Party shall have the right to have a representative
present at such test or inspection.

(c) **Communication Path**
Each Party shall provide and operate the communications circuits used to
telemeter the required MW and MWh data, which shall include redundant
communication paths. The sampling rate for the MW data of the primary
meter shall be as mutually agreed by the Parties, with the intention of the
Parties that it be as near instantaneous as possible.
(d) **Meter Failure**  
If any meter listed in Exhibit A fails to register, or if any meter registers an error greater than prescribed in Section 6(b), the Party owning such inaccurate meter shall use commercially responsible efforts to immediately repair or replace it.

(e) **Updates**  
The Parties may agree to update and establish new metering standards for the PDCI and to amend this Section 6 as appropriate. With respect to LADWP, such amendment shall require approval by resolution of the Advisory Committee as outlined in Exhibit C of this Agreement; however further authorization of LADWP’s respective governing authority is not required.

7. **PROPRIETARY INFORMATION**

(a) **Exchange of Information**

(1) **Exchange of Information**  
Subject to any applicable confidentiality agreements, terms of service, Standards of Conduct, or any applicable law or regulation, LADWP and BPA will exchange, in a timely manner, all information reasonably required in order for the Parties to carry out their respective obligations hereunder, including such further information as may be reasonably required to meet obligations to any organization of which one or both Parties are members and which imposes upon it or them an obligation to collect information for submission to that organization.

(2) **Cost of Providing Information**  
Unless the Parties otherwise agree, each Party will be responsible for the costs incurred by it in providing any information it is required to provide under this Agreement.

(3) **Liability for Data**  
Each Party will use reasonable efforts to provide accurate information pursuant to this Section 7. However, any information provided for submission to an organization of which one or both Parties are members will be relied on by the recipient at its sole risk and the providing Party will have no liability for any inaccuracy in the information provided.

(b) **Proprietary Information**

(1) All information supplied by a Party (the “Disclosing Party”) to the other Party (the “Recipient”) under this Agreement, clearly marked or otherwise designated in writing as “proprietary” or “confidential” and
“subject to BPA Agreement 14TX-15783” on the face of the document, will be considered proprietary information; or, if the Disclosing Party orally identifies such information as confidential and proprietary at the time of oral disclosure, and, within five (5) days after such disclosure provides a written record in accordance with this Section 7(b)(1) and consistent with the notice provisions of Exhibit B to the Agreement, such information will also be treated as proprietary information (all such proprietary information, considered “Proprietary Information”). The Recipient will make the same efforts to keep and protect the Proprietary Information of the Disclosing Party as it would its own Proprietary Information.

(2) Proprietary Information will not be disclosed by the Recipient to any third party, except:

(A) to consultants or other advisors of the Recipient who have a need to know to further the purposes set forth herein;

(B) if such information has entered the public domain (other than through the actions of the Recipient);

(C) as required by law, regulation, or by any authority having jurisdiction, as the Recipient's legal counsel shall determine, including, but not limited to, under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA) and the California Public Records Act, Cal. Gov't Code §§6250 et seq.; provided that the Recipient notifies the Disclosing Party as soon as practicable, and if possible before disclosing Proprietary Information;

(D) with the prior written consent of the Disclosing Party;

(E) if such information was in the lawful possession of the Recipient on a non-proprietary basis before receiving it from the Disclosing Party;

(F) if such information was independently developed by the Recipient without reference to Proprietary Information of the Disclosing Party; or

(G) as the Parties may otherwise agree.

(3) Unless the Parties otherwise agree in writing, information designated as Proprietary Information will no longer be deemed Proprietary Information upon the earlier of: (i) the Disclosing Party notifies the Recipient that it no longer is Proprietary Information, or (ii) five (5) years from the date that the Disclosing Party supplied such Proprietary Information to the Recipient.
Subject to the terms of Section 7(a)(1) and this Section 7(b), each Party may use Proprietary Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

8. UNCONTROLLABLE FORCES
The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

(a) strikes or work stoppage;
(b) floods, earthquakes, or other natural disasters; terrorist acts; and
(c) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (i) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (ii) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (iii) keep the other Party apprised of such efforts on an ongoing basis; and (iv) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit B, Notices.
9. LIMITATIONS OF LIABILITY

(a) Indemnification
It is understood and agreed between the Parties, that each of the Parties to this Agreement is a governmental entity and is unable to indemnify the other Party, due to legal restrictions.

(b) Insurance
It is understood and agreed between the Parties, that each of the Parties to this Agreement is a self-insured governmental entity.

(c) Limitation of Liability and Consequential Damages Waiver
It is understood and agreed between the Parties, neither Party shall be liable to the other Party under any circumstances, under any theory of liability at law or in equity, whether such liability is known or unknown at the time of signing this Agreement, or any time thereafter, for consequential damages including but not limited to any loss of use of equipment, cost of replacement power, lost revenue or profit, downtime costs, business interruption, incidental, or indirect, damages as a result of the operation, maintenance, and/or construction of the PDCI line pursuant to this Agreement. This limitation of liability shall not affect or alter the rights and obligations of any of the Parties under any other Agreement.

10. DISPUTE RESOLUTION

(a) Submission
In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement, such Party (the "Disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. Neither Party shall commence any proceedings or actions, or seek any declaratory or other orders, in connection with a dispute or claim noticed in a Notice of Dispute for at least thirty (30) calendar days after receipt of the Notice of Dispute by the other Party. The Parties are not obligated to continue dispute resolution efforts after the thirty (30) calendar days have expired.

(b) Performance During Dispute Resolution
While attempts are being made pursuant to Section 10(a) to resolve a dispute or claim noticed in a Notice of Dispute, the Parties will continue to perform all obligations under this Agreement and will continue to comply with all terms of this Agreement without waiver of any remedies available at law or equity.
(c) Maintain Reliability
Nothing in this Section 10 limits a Party from taking any action it deems necessary to maintain the reliability of its system.

11. GENERAL PROVISIONS

(a) Clarifications
In this Agreement, except as otherwise expressly provided or as the context otherwise required:

(1) headings and captions are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof;

(2) the words “include” and “including” when following any general statement or term, are not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;

(3) words importing the singular number, where the context requires, include the plural and vice-versa and words importing the masculine gender include the feminine gender and the neuter and vice-versa, as appropriate;

(4) unless otherwise noted, a reference to a section or exhibit means a section or exhibit of this Agreement;

(5) a reference to an entity includes any successor to that entity; and

(6) if any conflict arises between provisions contained within the body of this Agreement and those contained within the exhibits to this Agreement, the body of the Agreement shall prevail.

(b) Severability
Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective, valid and enforceable under applicable law. If any provision of this Agreement is or becomes illegal, invalid or unenforceable under applicable law, such provision shall be deemed severed from this Agreement to the extent of such illegality, invalidity or unenforceability and its illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement, unless such illegality, invalidity or unenforceability materially or adversely affects the spirit or intent of this Agreement.
(c) **Assignment**
This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(d) **Waiver**
No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

(e) **Enurement**
This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(f) **No Partnership**
This Agreement shall not be interpreted or construed to create an association, joint venture, partnership or agency between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

(g) **Amendments and Exhibit Revisions**
Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party. Any such amendments or revisions shall require Southern Owners' approval by resolution and such resolution shall be attached to this Agreement.

(h) **Entire Agreement**
This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(i) **Exercise of Rights**
Nothing contained in this Agreement will be construed as affecting in any way the ability of either Party to exercise its rights under relevant governing laws or pursuant to any rules and regulations of a commission with jurisdiction.
(j) **No Third Party Beneficiaries**
This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(k) **Execution in Counterparts**
This Agreement may be executed in any number of counterparts, each of which when delivered will be deemed to be an original and all of which together constitute one and the same document and Agreement.

(l) **Governing Law**
This Agreement shall be governed by and construed in accordance with federal law without reference to conflicts of law among the several states. To the degree that no Federal law applies, the laws of the State of California will apply.

(m) **Surviving Obligations**
Termination or expiration of this Agreement for any reason shall be without prejudice to any rights that have accrued to the benefit of one or more Parties with respect to information exchange requirements under Section 7 prior to such termination or expiration. Such termination or expiration does not relieve a Party from obligations that are expressly indicated to survive the termination or expiration of this Agreement.

12. **SIGNATURES**
The Parties have executed this Agreement as of the last date indicated below.

**LOS ANGELES DEPARTMENT OF WATER & POWER, acting as Operating Agent for the Southern Owners**

By: ____________________________
Name: David H. Wright
Title: General Manager

By: ____________________________
Name: Barbara E. Moschos
Title: Board Secretary

**UNITED STATES OF AMERICA**
Department of Energy
Bonneville Power Administration

By: ____________________________
Name: Youn S. Linn
(Print/Type)
Title: Senior Transmission Account Executive

Date: ____________________________

APPROVED AS TO FORM AND LEGALITY.
MICHAEL N. FEUER, CITY ATTORNEY

JAN 23 2017
SYNDI OSBOSCH, DEPUTY CITY ATTORNEY
EXHIBIT A
FACILITY AND PROCEDURAL DETAILS

1. FACILITY: PACIFIC DIRECT CURRENT INTERTIE (PDCI)
   (a) Celilo Converter Station
   (b) Celilo-Sylmar Transmission Line
   (c) Sylmar Converter Station

2. TRANSMISSION SYSTEM INTERCONNECTION POINT
   Nevada – Oregon Border (NOB) at the line jumpers on BPA dead-end structure 265/6.

3. VOLTAGE
   1000 kV, DC (±500 kV pole to ground).

4. PHASING
   Not applicable.

5. TRANSFER CAPABILITY
   3100 MW South to North
   3100 MW North to South

6. OWNERSHIP
   (a) Celilo and that portion of the PDCI between Celilo and NOB (264.72 circuit miles) owned by BPA.
   (b) Sylmar and that portion of the PDCI between NOB and Sylmar (579.72 circuit miles) owned by LADWP and its Southern Owners.
   (c) Metallic Return Transfer Breaker (MRTB) and Ground Return Transfer Switch (GRTS) 50/50 jointly owned by BPA and LADWP.
   (d) Fault Locator equipment at Sylmar end – BPA owns the fault locator specific equipment; LADWP provides timing source and maintenance of BPA fault locator equipment without monetary compensation. BPA provides fault location information to LADWP upon request.
7. METERING

(a) Metering point locations

(1) Celilo:

(A) Big Eddy terminal of the 230 kV Big Eddy-Celilo No. 3 line
230 kV Celilo No. 3 Meter “A” (primary)
230 kV Celilo No. 3 Meter “B” (secondary)

(B) Big Eddy terminal of the 230 kV Big Eddy-Celilo No. 4 line
230 kV Celilo No. 4 Meter “A” (primary)
230 kV Celilo No. 4 Meter “B” (secondary)

(C) Celilo terminal of the 500 kV Big Eddy-Celilo No. 1 line
500 kV Celilo Convertor No. 1 Meter “A” (primary)
500 kV Celilo Convertor No. 1 Meter “B” (secondary)

(D) Celilo terminal of the 500 kV Big Eddy-Celilo No. 2 line
500 kV Celilo Convertor No. 2 Meter “A” (primary)
500 kV Celilo Convertor No. 2 Meter “B” (secondary)

(2) Sylmar:

(A) Sylmar Switching Station E10 position: Sylmar Converter 1, 220 kV

(B) Sylmar Switching Station E5 position: Sylmar Converter 2, 230 kV

(b) Metering Types

(1) Celilo: JEMSTAR Meter Model No. JS-09R020-43-DNP; two for each metering point

(2) Sylmar:

(A) Square D, ION 8600, Model No. S8600B4C0H6A0B1B for each position, designated Converter 1 Meter A and Converter 2 Meter A. These meters provide telemetered MW data to BPA.

(B) Square D, ION 8600, Model No. S8600B4C0H6A0B1B for each position, designated Converter 1 Meter B and Converter 2 Meter B. These are backup meters.
(C) Scientific Columbus JEM-1 meter, Model No. 603P-J, one for each position

(c) Source of Interchange Values Celilo: Primary meter

8. REMEDIAL ACTION SCHEME(S) ASSOCIATED WITH THIS FACILITY

(a) BPA

(1) In order to maintain stability on the WECC interconnected systems in the event of partial or total power loss on the 1000 kV PDCI during north to south (N-S) power flow, the following remedial action schemes (RAS) are installed:

(A) PDCI Generator Dropping

(B) High Speed Series Capacitor Insertion

(C) Shunt Capacitor Insertion

(D) SW-DC Controller set to actual

(E) WECC Loop Open Operations

(2) For south to north (S-N) power flow, the following RAS are installed:

(A) High speed series Capacitor Insertion

(B) Shunt Capacitor Insertion

(C) SW-DC Controller set to actual

(D) WECC Loop Open Operations

(3) In order to protect against voltage collapse in the Big Eddy area during periods of low generation at The Dalles Powerhouse and high N-S flows for the loss of both John Day-Big Eddy 500 kV lines, the following RAS is installed:

PDCI Fast Ramp
(4) Applicable BPA Dispatchers' Standing Order: DSO No. 301

(b) LADWP

None required under the present system configuration. The Parties will update this provision if RAS is required on the Southern Portion in the future.

9. **ONE-LINE DIAGRAM**

![Pacific DC Intertie – One-Line Diagram](image)

10. **LOSS CALCULATION FORMULAS**

    (a) Transmission Line Losses

    (1) Line Loss per Pole for Bipole Operation:

    \[ P_{LL} = P_{cl} + 0.2I^4 + 0.03I^3 + 16.0I^2 \]

    (2) Total Line Loss for Monopole Metallic Return Operation:

    \[ P_{LL} = P_{cl} + 0.4I^4 + 0.06I^3 + 32.0I^2 \]

    (3) Total Line Loss for Monopole Earth Return Operation:
\[ P_{LL} = P_{CL} + 0.2 I^4 + 0.03 I^3 + 17.0 I^2 \]

Where: \( P_{LL} \) = Line loss in MW
\( I \) = DC line current in kA
\( P_{CL} \) = Corona loss from Table 1 below

<table>
<thead>
<tr>
<th>Nominal Pole Voltage (kV)</th>
<th>Corona Losses (MW) Per Pole</th>
</tr>
</thead>
<tbody>
<tr>
<td>367</td>
<td>0</td>
</tr>
<tr>
<td>400</td>
<td>0.6127</td>
</tr>
<tr>
<td>500</td>
<td>2.1103</td>
</tr>
</tbody>
</table>

Table 1 - Corona Losses

(4) Line Loss Allocation

BPA Share = \( \frac{264.43 \text{ mi}}{844.15 \text{ mi}} = 31.325\% \)
LADWP Share = \( \frac{579.72 \text{ mi}}{844.15 \text{ mi}} = 68.675\% \)

(b) Celilo Converter Losses:

\[ P_{LC} = 0.64 I^2 + 0.64 I + 1.82 \]

Where: \( P_{LC} \) = Celilo converter loss per pole in MW
\( I \) = DC pole current in kA

(c) Sylmar Converter Losses:

\[ P_{LS} = 0.793 I^2 + 0.523 I + 1.734 \]

Where: \( P_{LS} \) = Sylmar converter loss per pole in MW
\( I \) = DC pole current in kA
EXHIBIT B
NOTICES

1. NOTICES RELATING TO PROVISIONS OF THE PDCI OPERATING AGREEMENT

Any notice required under this Agreement shall be in writing and shall be delivered in person; or with proof of receipt by a nationally recognized delivery service or by United States Certified Mail. Notices are effective when received. Either Party may change the name or address for receipt of notice by providing notice of such change. The Parties shall deliver notices to the following person and address:

2. ADMINISTRATIVE CONTACTS

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 3 below), shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

Administrative contacts under this Agreement are as follows:

If to LADWP:

Los Angeles Department of Water & Power
111 North Hope Street, Room 921
Los Angeles, CA 90012
Attention: Director of Power System Planning & Development
Title: Power Engineering Manager
Phone: (213) 367-0881

If to BPA:

Attention: Transmission Account Executive for Los Angeles Department of Water & Power – TSE/TPP-2
Phone: (360) 619-6013
Fax: (360) 619-6940

If by First Class Mail:
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:
Bonneville Power Administration – TSE/TPP-2
901 NE 11th Avenue
Portland, OR 97232
3. NOTICES OF AN OPERATING NATURE

Any notice, request, or demand of an operating nature by BPA or LADWP shall be made to the following Points of Contact:

<table>
<thead>
<tr>
<th>BONNEVILLE</th>
<th>LADWP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transmission Dispatcher (Primary)</strong></td>
<td>Transmission Dispatcher (Primary)</td>
</tr>
<tr>
<td>(360) 418-2282</td>
<td>Transmission Dispatcher (Secondary)</td>
</tr>
<tr>
<td>Transmission Dispatcher (Secondary)</td>
<td>(360) 418-2281</td>
</tr>
<tr>
<td>Real-Time Scheduler</td>
<td>(360) 418-2878</td>
</tr>
<tr>
<td>Dispatch Fax</td>
<td>(360) 418-2938</td>
</tr>
<tr>
<td>Outage Coordination Fax</td>
<td>(360) 418-2274</td>
</tr>
<tr>
<td>Manager of Dispatch</td>
<td>(360) 418-2739</td>
</tr>
<tr>
<td>Address:</td>
<td>Manager of Energy Control and EHV Stations</td>
</tr>
<tr>
<td>Dittmer Control Center</td>
<td>Assistant Director of Internal Generation</td>
</tr>
<tr>
<td>5411 NE Hwy 99</td>
<td>Los Angeles, CA 90012</td>
</tr>
<tr>
<td>Mail Stop: TOD-Ditt1</td>
<td></td>
</tr>
<tr>
<td>Vancouver, WA 98663</td>
<td></td>
</tr>
<tr>
<td>If by US Mail:</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 491</td>
<td></td>
</tr>
<tr>
<td>Mail Stop: TOD-DITT1</td>
<td></td>
</tr>
<tr>
<td>Vancouver, WA 98666-0491</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C
SOUTHERN OWNER'S ADVISORY COMMITTEE RESOLUTION
(See Attached)
RESOLUTION NO. 2015-1

PACIFIC DC INTERTIE TRANSMISSION FACILITIES
ADVISORY COMMITTEE RESOLUTION FOR APPROVAL OF THE PDCI OPERATING AGREEMENT BETWEEN LADWP AND BONNEVILLE POWER ADMINISTRATION

WHEREAS, the Department of Water and Power of the City of Los Angeles ("LADWP") is a co-owner of the southern portion of the Pacific Intertie DC Transmission Facilities (PDCI) from the Nevada-Oregon Border to Sylmar Converter Station in Sylmar, California, along with Southern California Edison Company ("SCE") and the Cities of Burbank, Glendale and Pasadena (all herein referred to, including LADWP, as the "Southern Owners"); and

WHEREAS, pursuant to Article 8 of the Southern Owners' respective PDCI Transmission Facilities agreements (Agreements) with LADWP, LADWP Agreement Nos. 10078 (SCE), 10128 (Glendale), 10129 (Burbank) and 10130 (Pasadena), LADWP operates and maintains the southern portion of the PDCI on behalf of the Southern Owners; and

WHEREAS, Bonneville Power Administration ("BPA") is the owner and operating agent for the Northern Portion of the PDCI from the Nevada-Oregon Border to Celilo Converter Station in The Dalles, Oregon; and

WHEREAS, no operating agreement currently exists between BPA and LADWP which defines the duties and obligations of the operating agents for the northern and southern portion of the PDCI to one another in the operation of the PDCI; and

WHEREAS, BPA and the Southern Owners have jointly developed the PDCI Operating Agreement (LADWP No. BP14-018/BPA No. 14TX-15783) ("Operating Agreement") between BPA and LADWP and;

WHEREAS, pursuant to Article 2, Advisory Committee, of the Agreements, the Advisory Committee's duty is to consult and advise LADWP with respect to, among other things, the operation of the southern portion of the PDCI; and

WHEREAS, the Southern Owners agree that LADWP's execution of the Operating Agreement as well as any amendments, changes or revisions to the Operating Agreement or to the exhibits to the Operating Agreement shall be reviewed and approved by resolution of the Advisory Committee; and

NOW THEREFORE, BE IT RESOLVED by this Advisory Committee that the PDCI Operating Agreement be approved; and
THE FOREGOING RESOLUTION is hereby approved and adopted by the Advisory Committee on this 4th day of February, 2018.

SOUTHERN CALIFORNIA EDISON
By ____________________________
Advisory Committee Member

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES
By ____________________________
Advisory Committee Member

CITY OF BURBANK
By ____________________________
Advisory Committee Member

CITY OF GLENDALE
By ____________________________
Advisory Committee Member

CITY OF PASADENA
By ____________________________
Advisory Committee Member
THE FOREGOING RESOLUTION is hereby approved and adopted by
the Advisory Committee on this 4th day of February, 2015.

SOUTHERN CALIFORNIA EDISON
By _____________________________
   Advisory Committee Member

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
By _____________________________
   Advisory Committee Member

CITY OF BURBANK
By _____________________________
   Advisory Committee Member

CITY OF GLENDALE
By _____________________________
   Advisory Committee Member

CITY OF PASADENA
By _____________________________
   Advisory Committee Member

APPROVED AS TO FORM
Principal Assistant City Attorney
Date Oct. 20, 2015
THE FOREGOING RESOLUTION is hereby approved and adopted by the Advisory Committee on this 4th day of February 2018.

SOUTHERN CALIFORNIA EDISON
By __________________________
Advisory Committee Member

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES
By __________________________
Advisory Committee Member

CITY OF BURBANK
By __________________________
Advisory Committee Member

CITY OF GLENDALE
By __________________________
Advisory Committee Member

CITY OF PASADENA
By __________________________
Advisory Committee Member

APPROVED AS TO FORM:
This 4th day of February 2018
By __________________________
Deputy City Attorney
THE FOREGOING RESOLUTION is hereby approved and adopted by the Advisory Committee on this 4th day of February, 2015.

SOUTHERN CALIFORNIA EDISON
By ________________________________
Advisory Committee Member

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES
By ________________________________
Advisory Committee Member

CITY OF BURBANK
By ________________________________
Advisory Committee Member

CITY OF GLENDALE
By ________________________________
Advisory Committee Member

CITY OF PASADENA
By ________________________________
Advisory Committee Member

Approved as to Form
By: ________________________________
Title: Office of the City Attorney
Date: 11/2/15
THE FOREGOING RESOLUTION is hereby approved and adopted by the Advisory Committee on this 4th day of February, 2018.

SOUTHERN CALIFORNIA EDISON
By [Signature]
Advisory Committee Member

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES
By [Signature]
Advisory Committee Member

CITY OF BURBANK
By [Signature]
Advisory Committee Member

CITY OF GLENDALE
By [Signature]
Advisory Committee Member

CITY OF PASADENA
By [Signature]
Advisory Committee Member
MEMORANDUM OF AGREEMENT
ON THE PACIFIC DIRECT CURRENT INTERTIE ("PDCI")

This MEMORANDUM OF AGREEMENT ON THE PACIFIC DIRECT CURRENT INTERTIE ("Agreement"), is entered into among the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("BPA"), the LOS ANGELES DEPARTMENT OF WATER AND POWER ("LADWP"), a proprietary department organized and existing under the charter of the CITY OF LOS ANGELES, a municipal corporation organized and existing under the laws of the State of California, SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), a California Corporation, the CITY OF PASADENA ("Pasadena"), a municipal corporation organized and existing under the laws of the State of California, the CITY OF BURBANK ("Burbank"), a municipal corporation organized and existing under the laws of the State of California, and the CITY OF GLENDALE ("Glendale"), a municipal corporation organized and existing under the laws of the State of California, each individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the PDCI is a single high-voltage direct current ("DC") transmission system that includes the Celilo Converter Station ("Celilo") located in The Dalles, Oregon, the Sylmar Converter Station ("Sylmar") located in Sylmar, California, and the DC transmission line that connects Celilo and Sylmar; and

WHEREAS, the PDCI was built jointly by the Parties as a single high voltage DC system to connect the Pacific Northwest with Southern California; and

WHEREAS, the Northern Portion of the PDCI is wholly owned and operated by BPA; and

WHEREAS the Southern Portion of the PDCI is owned jointly by LADWP, SCE, Pasadena, Burbank and Glendale and operated by LADWP (collectively "Southern Owners"); and

WHEREAS, the PDCI is comprised of unique control systems that require coordination between each portion of the PDCI in order to deliver power in either direction; and

WHEREAS, the Parties wish to continue their commitment to maintain the long-term transfer capability of the PDCI with a rating of not less than 3100 MW, north-to-south or south-to-north, between the Celilo and Sylmar terminals; and

WHEREAS, BPA has authorized, in coordination with the Southern Owners, a major upgrade to the Northern Portion of the PDCI, with construction scheduled primarily
in calendar year 2015, which together with a modification to the Southern Portion of the PDCI by the Southern Owners, could increase long-term transfer capability of the PDCI to 3220 MW, and potential transfer capability of 3800 MW if a substantial upgrade to the Southern Portion is made in the future; and

WHEREAS, BPA, as Operating Agent of the Northern Portion, and LADWP, as Operating Agent of the Southern Portion, expect to enter into a separate agreement (the Pacific Direct Current Intertie Operating Agreement) to address the interconnected operation of the PDCI; and

WHEREAS, the Parties now wish to enter into a formal agreement to document their ownership, certain procedures and coordination, and obligations to each other with respect to the PDCI.

NOW, THEREFORE, the Parties understand and agree as follows:

1. TERM AND TERMINATION
   This Agreement shall be effective on September 1, 2016 (“Effective Date”) subject to the execution of the Agreement by all Parties and the acceptance of the Agreement by the Federal Energy Regulatory Commission and shall continue in effect until the earlier of: (i) thirty (30) years from the Effective Date; (ii) the date that the facilities, equipment and transmission elements comprising the PDCI are permanently removed from service; (iii) the date ordered by a regulatory agency or court of competent jurisdiction that the PDCI must cease operations; or (iv) the date computed upon a Party’s exercise of its right to terminate this Agreement upon three (3) years advanced written notice to all of the other Parties; provided, however, in the event that a Southern Owner’s ownership rights in the Southern Portion shall have terminated, then only such Southern Owner shall no longer be a party to this Agreement. All liabilities accrued hereunder shall be and are hereby preserved until satisfied.

2. DEFINITIONS
   (a) **Capital Improvements** shall mean any additions, up-rating, upgrade, expansion, replacement or betterment undertaken either individually by BPA on the Northern Portion or either individually or collectively by any one or more of the Southern Owners on the Southern Portion of the PDCI.

   (b) **City-Burbank Pacific Intertie D-C Transmission Facilities Agreement** shall mean the original agreement entered into by Burbank and LADWP under DWP Agreement No. 10129 and effective on or around March 16, 1967, as may be amended from time to time, relating to the PDCI.

   (c) **City-Edison Pacific Intertie D-C Transmission Facilities Agreement** shall mean the original agreement entered into by SCE and LADWP under DWP Agreement No. 10078 and effective on or around March 31, 1966, as amended by DWP Agreement No. BP02-007 and as may be further amended.
from time to time, relating to the PDCI, and on file with the Federal Energy Regulatory Commission under SCE’s Rate Schedule No. 448.

(d) City-Glendale Pacific Intertie D-C Transmission Facilities Agreement shall mean the original agreement entered into by Glendale and LADWP under DWP Agreement No. 10128 and effective on or around March 16, 1967, as may be amended from time to time, relating to the PDCI.

(e) City-Pasadena Pacific Intertie D-C Transmission Facilities Agreement shall mean the original agreement entered into by Pasadena and LADWP under DWP Agreement No. 10130 and effective on or around March 16, 1967, as may be amended from time to time, relating to the PDCI.

(f) Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practice, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

(g) Interconnection Customer shall mean an entity, including the transmission provider, transmission owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its generating facility or wires-to-wires facility with the PDCI.

(h) Northern Portion shall mean the northern system of the PDCI as separated by the Nevada-Oregon state line border (“NOB”), extending through Celilo to Big Eddy Substation bus bars including all associated transmission facilities and lines controlled and operated by BPA that are used solely for the purpose of providing transmission service on the PDCI.

(i) Operating Agent shall mean the Party responsible for the performance of Operating Work, processing of interconnection requests, and implementing Capital Improvements on the relevant portion of the PDCI.

(1) BPA shall be the lead Operating Agent (“Lead OA”) with respect to the performance of any Operating Work, processing of interconnection requests and implementing of Capital Improvements on the Northern Portion; LADWP will be the non-lead Operating Agent (“Non-Lead OA”).

(2) LADWP shall be the Lead OA with respect to the performance of any Operating Work, processing of interconnection requests and implementing of
Capital Improvements on the Southern Portion, BPA will be the Non-Lead OA.

(j) **Operating Work** shall include, but not be limited to, any work undertaken by the Operating Agent including engineering, contract preparation, purchasing, repair, supervision, recruitment, training, expediting, inspection, accounting, testing, protection, operation, scheduling, use, management, retirement, reconstruction, and maintenance associated with operating either the Northern Portion or the Southern Portion of the PDCI.

(k) **Pacific Direct Current Intertie or PDCI** shall mean the ±500 kV DC system that is operated as a continuous path, divided into the Northern Portion and the Southern Portion, and associated substation facilities.

(l) **Pacific Direct Current Intertie Operating Agreement** shall mean the operating agreement, BPA No. 14TX-15783/LADWP No. BP 14-018, between BPA and LADWP.

(m) **PDCI Transfer Capability** shall mean the capability of the PDCI to reliably transfer power between Big Eddy Substation and Sylmar Switching Station bus bars as measured at the output of the source DC converter terminal and not limited by alternating current ("AC") system operating constraints. The units of PDCI Transfer Capability are expressed in megawatts ("MW").

(n) **Point of Interconnection** shall mean the point or alternative points identified in response to an Interconnection Customer's request to connect its facilities to the PDCI for the purpose of transferring power.

(o) **Southern Owners** shall mean LADWP, SCE, Pasadena, Burbank and Glendale as joint owners of the Southern Portion of the PDCI.

(p) **Southern Portion** shall mean the southern system of the PDCI as separated by the NOB extending through the D-C Transmission Facilities, as that term is defined in Article 3(a) of the City-Burbank Pacific Intertie D-C Transmission Facilities Agreement, the City-Glendale Pacific Intertie D-C Transmission Facilities Agreement and the City-Pasadena Pacific Intertie D-C Transmission Facilities Agreement and in Article 3(b) of the City-Edison Pacific Intertie D-C Transmission Facilities Agreement.

(q) **System Modifications** shall mean those additions, modifications or changes to the PDCI that impact the operation, stability or reliability of the PDCI. System Modification includes any potential interconnection to the PDCI.

(r) **Tariff** shall mean a Party's transmission provider's tariff through which open access transmission service and interconnection service are offered, as amended or supplemented from time to time, or any successor tariff.
3. OWNERSHIP AND TITLE TO THE PDCI

BPA is owner of all facilities, equipment, transmission elements and land or land rights related to the PDCI, including any Capital Improvements that constitute the Northern Portion. BPA shall be responsible for funding of Capital Improvements and Operating Work on the Northern Portion of the PDCI initiated by and for the benefit of BPA.

The ownership and title to all facilities, equipment, transmission elements and land or land rights related to the PDCI, including any Capital Improvements, that constitute the Southern Portion are governed by the terms and conditions set forth in the following agreements between LADWP and each of the other Southern Owners: (1) the City-Burbank Pacific Intertie D-C Transmission Facilities Agreement; (2) the City-Edison Pacific Intertie D-C Transmission Facilities Agreement; (3) the City-Pasadena Pacific Intertie D-C Transmission Facilities Agreement; and (4) the City-Glendale Pacific Intertie D-C Transmission Facilities Agreement. The Southern Owners shall be responsible for funding of Capital Improvements and Operating Work on the Southern Portion of the PDCI initiated by and for the benefit of the Southern Owners or any subset thereof. Responsibility for such costs shall be in accordance with the terms and conditions of the foregoing agreements between LADWP and each of the other Southern Owners.

The Parties shall meet and confer as necessary to discuss Capital Improvements and Operating Work proposed on one portion of the PDCI for the benefit of, or at the request of, the Party(ies) owning the other portion. Funding of such Capital Improvements and Operating Work, and ownership and title to related assets, shall be as determined under separate agreement.

4. OPERATING AGENTS

BPA is the designated Operating Agent for the Northern Portion of the PDCI. LADWP is the designated Operating Agent for the Southern Portion of the PDCI pursuant to the agreements between LADWP and each of the Southern Owners.

5. PDCI TRANSFER CAPABILITY MINIMUM

Each Party agrees and shall take commercially reasonable measures according to its ownership interest and consistent with Good Utility Practice to maintain the PDCI Transfer Capability of 3100 MW north-to-south or south-to-north between Big Eddy Substation and Sylmar Switching Station bus bars. The obligation to maintain the PDCI Transfer Capability at 3100 MW shall not apply to temporary capacity reductions due to:

1. System operating limits, or
2. Maintenance and construction under the Pacific Direct Current Intertie Operating Agreement.

In the event one or more Parties seek to increase the PDCI Transfer Capability, the Parties shall coordinate all study work and reports to identify the facility additions and modifications required to accommodate such request. The Lead OA shall
manage the coordination of any impacts and shall coordinate all study work consistent with this Agreement and pursuant to the PDCI Operating Agreement, as applicable.

6. INTERCONNECTION PROCEDURES AND COORDINATION OF STUDIES

The Parties shall seek to develop a joint or coordinated interconnection procedure for the PDCI consistent with the Principles of Joint or Coordinated Interconnection Procedures, attached herein as Exhibit A. Until such joint or coordinated interconnection procedure is effective, the Lead OA shall follow the Principles of Joint or Coordinated Interconnection Procedures to the extent that doing so will not violate the Party's respective Tariff or existing business practices.

Any Party in receipt of a request to interconnect a generating or wires-to-wires facility to any portion of the PDCI shall refer the Interconnection Customer to the Lead OA. The Lead OA shall notify all Parties of the request and shall coordinate with the other Parties consistent with the Principles of Joint or Coordinated Interconnection Procedures. The Parties will meet and confer with respect to PDCI impacts and mitigation obligations for an Interconnection Customer for PDCI facilities required to accommodate an interconnection request.

Prior to the start of engineering, design, procurement, and construction, the Parties shall ensure the Interconnection Customer satisfies contractual and funding obligations necessary to facilitate the interconnection consistent with the Principles of Joint or Coordinated Interconnection Procedures, including the following:

(1) The PDCI will be studied as one system. No portion of the PDCI will be considered to be a separate third-party affected system for purposes of studying interconnection requests. PDCI impacts will be identified and mitigation solutions will be developed through the coordinated study process of an interconnection request.

(2) The Interconnection Customer must execute an interconnection agreement with the owner(s) of the relevant portion of the PDCI on which the interconnection has been proposed.

(3) The Interconnection Customer must execute funding and construction agreements with appropriate Party(ies) to facilitate the interconnection to address interconnection costs for system upgrades, interconnection facility costs, and mitigation of impacts to the PDCI or any portion thereof.

(4) The Interconnection Customer must execute a single joint operating agreement with both Operating Agents.

7. SYSTEM MODIFICATIONS BY PARTIES OF THE PDCI

A Party seeking any modification to its portion of the PDCI shall not undertake such System Modification without providing written notification and submitting details of the System Modification to the other Parties. A Party, either on its own behalf or on
behalf of any third Party, proposing a System Modification shall coordinate study work consistent with this Agreement and shall plan and implement such System Modification in accordance with Good Utility Practice including mitigation of any adverse effects to any portion of the PDCI, including but not limited to a permanent reduction of the PDCI Transfer Capability.

The provisions of this Section 7 relating to potential adverse effects to any portion of the PDCI including reduction of the PDCI Transfer Capability, and mitigation thereof for a System Modification shall not apply to maintenance and construction under the Pacific Direct Current Intertie Operating Agreement, except to the extent that such maintenance and construction may result in a permanent reduction of the PDCI Transfer Capability.

Mitigation of impacts to the PDCI resulting in interconnection to the PDCI shall be the responsibility of the Interconnection Customer.

8. MITIGATION OF IMPACTS TO THE PDCI
No Party waives its right to assert the need for mitigation of potential impacts that such Party otherwise may determine to be required as a result of a proposed System Modification to the PDCI.

9. INFORMATION EXCHANGE
All information supplied by a Party on behalf of itself or another (the “Disclosing Party”) to another Party (the “Recipient”) under this Agreement, the Pacific Direct Current Intertie Operating Agreement or any interconnection procedures in connection with the foregoing, clearly marked or otherwise designated in writing as “proprietary” or “confidential” and “subject to this Agreement No. 14ZZ-15941” on the face of the document, will be considered proprietary information; or, if the Disclosing Party orally identifies such information as confidential and proprietary at the time of oral disclosure, and, within five (5) days after such disclosure provides a written record in accordance with this Section 9 and consistent with the notice provisions of Exhibit B to the Agreement, such information will also be treated as proprietary information (all such proprietary information, considered “Proprietary Information”). The Recipient will make the same efforts to keep and protect the Proprietary Information of the Disclosing Party as it would its own Proprietary Information.

Proprietary Information will not be disclosed by the Recipient to any third party, except:

(a) to consultants or other advisors of the Recipient who have a need to know to further the purposes set forth herein;

(b) if such information has entered the public domain (other than through the actions of the Recipient);
(c) as required by law, regulation, or by any authority having jurisdiction, as the Recipient’s legal counsel shall determine, including under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA) and the California Public Records Act, (CA. Govt. Code §§ 6250 et seq); provided the Recipient notifies the Disclosing Party as soon as practicable, and if possible before disclosing Proprietary Information;

(d) with the prior written consent of the Disclosing Party;

(e) if such information was in the lawful possession of the Recipient on a non-proprietary basis before receiving it from the Disclosing Party;

(f) if such information was independently developed by the Recipient without reference to Proprietary Information of the Disclosing Party; or

(g) as the Parties may otherwise agree.

Unless the Parties otherwise agree in writing, information designated as Proprietary Information will no longer be deemed Proprietary Information upon the earlier of: (i) the Disclosing Party notifies the Recipient that it no longer is Proprietary Information, or (ii) five (5) years from the date that the Disclosing Party supplied such Proprietary Information to the Recipient.

Subject to the terms of this Section 9, each Party may use Proprietary Information solely to fulfill its obligations to another Party under this Agreement or to satisfy its regulatory requirements.

10. ANNUAL MEETING
The Parties shall meet annually, or as the Parties otherwise determine necessary, to discuss any upcoming events that will or may impact the operations, maintenance, financial, legal or regulatory responsibilities of the Parties, or any other matter relating to the PDCI.

11. DISPUTE RESOLUTION PROCEDURES
In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement, such Party (the “Disputing Party”) shall provide the other Parties with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. No Party shall commence any proceedings or actions, or seek any declaratory or other orders, in connection with a dispute or claim noticed in a Notice of Dispute for at least thirty (30) calendar days after receipt of the Notice of Dispute by the other Parties. The Parties are not obligated to continue dispute resolution efforts after the thirty (30) calendar days have expired.
While attempts are being made pursuant to this Section to resolve a dispute or claim noticed in a Notice of Dispute, the Parties will continue to perform all obligations under this Agreement and will continue to comply with all terms of this Agreement without waiver of any remedies available at law or equity.

12. UNCONTROLLABLE FORCES
The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

(a) strikes or work stoppage;

(b) floods, earthquakes, or other natural disasters; terrorist acts; and

(c) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of any Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require any Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Parties of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Parties apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit B, Notices:

13. LIMITATION OF LIABILITY
No Party shall be liable to any Party under any circumstances, under any theory of liability at law or in equity, whether such liability is known or unknown at the time of signing this agreement, or any time thereafter, for consequential damages including but not limited to any loss of use of equipment, cost of replacement power, lost revenue or profit, downtime costs, business interruption, incidental, or indirect, damages as a result of the operation, maintenance, and/or construction of the PDCI.
line pursuant to this Agreement and/or the Pacific Direct Current Intertie Operating Agreement. This limitation of liability shall not affect or alter the rights and obligations of any of the Parties under any other agreement.

14. GENERAL PROVISIONS

(a) Clarifications
In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

(1) headings and captions are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof;

(2) the words “include” and “including” when following any general statement or term, are not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;

(3) words importing the singular number, where the context requires, include the plural and vice-versa and words importing the masculine gender include the feminine gender and the neuter and vice-versa, as appropriate;

(4) unless otherwise noted, a reference to a section or exhibit means a section or exhibit of this Agreement;

(5) a reference to an entity includes any successor to that entity; and

(6) if any conflict arises between provisions contained within the body of this Agreement and those contained within the exhibits to this Agreement, the body of the Agreement shall prevail.

(b) Severability
Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective, valid and enforceable under applicable law. If any provision of this Agreement is or becomes illegal, invalid or unenforceable under applicable law, such provision will be deemed severed from this Agreement to the extent of such illegality, invalidity or unenforceability and its illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, unless such illegality, invalidity or unenforceability materially or adversely affects the spirit or intent of this Agreement.

(c) Assignment
This Agreement is binding on any successors and assigns of the Parties. No Party may otherwise transfer or assign this Agreement, in whole or in part,
without the other Parties' written consent. Such consent shall not be unreasonably withheld.

(d) **Waiver**
No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

(e) **Enurement**
This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(f) **No Partnership**
This Agreement shall not be interpreted or construed to create an association, joint venture, partnership or agency among the Parties or to impose any partnership obligations or liability upon any Party. Further, no Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind another Party.

(g) **Amendments and Exhibit Revisions**
Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(h) **Entire Agreement**
This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement among the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(i) **Exercise of Rights**
Nothing contained in this Agreement will be construed as affecting in any way the ability of any Party to exercise its rights under relevant governing laws or pursuant to any rules and regulations of a commission with jurisdiction.

(j) **No Third Party Beneficiaries**
This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.
(k) **Governing Law**
This Agreement shall be governed by and construed in accordance with Federal Law without reference to conflicts of law among the several states. To the degree that no Federal law applies, the laws of the State of California will apply.

(l) **Surviving Obligations**
Termination or expiration of this Agreement for any reason shall be without prejudice to any rights that have accrued to the benefit of one or more Parties with respect to coordination of individual interconnection requests under Section 6 or information exchange requirements under Section 9 prior to such termination or expiration. Such termination or expiration does not relieve a Party from obligations that are expressly indicated to survive the termination or expiration of this Agreement.
15. COUNTERPART EXECUTION
This Agreement may be executed in counterparts, each of which shall be an original and all of which, when executed, shall constitute the same Agreement.

16. SIGNATURES
The Parties have executed this Agreement as of the last date indicated below.

LOS ANGELES DEPARTMENT OF WATER AND POWER

By: ____________________________ By: ____________________________

Name: __________________________ Name: Young S. Linn

(Print/Type) (Print/Type)

Title: __________________________ Title: Senior Transmission Account Executive

Date: __________________________ Date: __________________________

UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration

SOUTHERN CALIFORNIA EDISON COMPANY

By: ____________________________ By: ____________________________

Name: Nestor Martinez

(Print/Type)

Title: Vice President

Date: May 9, 2016

CITY OF PASADENA

By: ____________________________ By: ____________________________

Name: __________________________ Name: __________________________

(Print/Type) (Print/Type)

Title: __________________________ Title: __________________________

Date: __________________________ Date: __________________________

CITY OF BURBANK

By: ____________________________ By: ____________________________

Name: __________________________ Name: __________________________

(Print/Type) (Print/Type)

Title: __________________________ Title: __________________________

Date: __________________________ Date: __________________________

CITY OF GLENDALE

By: ____________________________ By: ____________________________

Name: __________________________ Name: __________________________

(Print/Type) (Print/Type)

Title: __________________________ Title: __________________________

Date: __________________________ Date: __________________________

(W:\TMC\CT\LA Dept of Water Power\Drafts\MOA_PDCI_BPA_FINAL_9-05-2014.docx)
15. COUNTERPART EXECUTION
This Agreement may be executed in counterparts, each of which shall be an original and all of which, when executed, shall constitute the same Agreement.

16. SIGNATURES
The Parties have executed this Agreement as of the last date indicated below.

LOS ANGELES DEPARTMENT OF WATER AND POWER
By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration
By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

SOUTHERN CALIFORNIA EDISON COMPANY
By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

CITY OF PASADENA
By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

CITY OF BURBANK
By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

CITY OF GLENDALE
By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

LADWP Contract No. BP 14-019/BPA Contract No. 14ZZ-15941
Los Angeles Department of Water and Power, Southern California Edison Company, City of Pasadena, City of Burbank, City of Glendale
Memorandum of Agreement on the Pacific Direct Current Intertie (PDCI)
15. **COUNTERPART EXECUTION**
   This Agreement may be executed in counterparts, each of which shall be an original and all of which, when executed, shall constitute the same Agreement.

16. **SIGNATURES**
   The Parties have executed this Agreement as of the last date indicated below.

**LOS ANGELES DEPARTMENT OF WATER AND POWER**

By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

**UNITED STATES OF AMERICA**

Department of Energy
Bonneville Power Administration

By: ____________________________
Name: Young S. Linn
(Print/Type)
Title: Senior Transmission Account Executive
Date: ____________________________

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

**CITY OF PASADENA**

By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

**CITY OF BURBANK**

By: ____________________________
Name: ____________________________
(Print/Type)
Title: ____________________________
Date: ____________________________

**CITY OF GLENDALE**

By: ____________________________
Name: Scott Ochon
(Print/Type)
Title: City Manager
Date: 11/24/15

APPROVED AS TO FORM
Principal Assistant City Attorney
Date November 23, 2015
15. **COUNTERPART EXECUTION**
This Agreement may be executed in counterparts, each of which shall be an original and all of which, when executed, shall constitute the same Agreement.

16. **SIGNATURES**
The Parties have executed this Agreement as of the last date indicated below.

**LOS ANGELES DEPARTMENT OF WATER AND POWER**

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

**UNITED STATES OF AMERICA**
Department of Energy
Bonneville Power Administration

By: ______________________________
Name: Young S. Linn
Title: Senior Transmission Account Executive
Date: ______________________________

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

**CITY OF PASADENA**

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

**CITY OF BURBANK**

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

**CITY OF GLENDALE**

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

(ACKNOWLEDGED AND AGREED TO BY)

**MARK JOMSKY, CMC**
CITY CLERK

(Recognized by)

(Signed)

**Deputy City Attorney**

(ACKNOWLEDGED AND AGREED TO BY)

(Signed)

**Deputy City Attorney**

(ACKNOWLEDGED AND AGREED TO BY)

(Signed)

**Deputy City Attorney**

(W:\TMC\CT\LA Dept of Water Power\Drafts\MOA_PDCI_BPA FINAL_9-05-2014.docx)
15. COUNTERPART EXECUTION
This Agreement may be executed in counterparts, each of which shall be an original and all of which, when executed, shall constitute the same Agreement.

16. SIGNATURES
The Parties have executed this Agreement as of the last date indicated below.

LOS ANGELES DEPARTMENT OF WATER AND POWER

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

United States of America

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

SOUTHERN CALIFORNIA EDISON COMPANY

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

CITY OF PASADENA

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

CITY OF BURBANK

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

CITY OF GLENDALE

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________
EXHIBIT A
PRINCIPLES OF
JOINT OR COORDINATED INTERCONNECTION PROCEDURES

1. Any Party in receipt of an interconnection request shall refer the Interconnection Customer to the appropriate Lead OA responsible for the portion of the line on which the request is proposed.

2. The Lead OA will review and validate the interconnection request and put it in its queue.

3. The Lead OA will notify the other Parties of the PDCI within a reasonable time period following the validation of the interconnection request.

4. The Lead OA will set up the scoping meeting with the Interconnection Customer within a reasonable time and will invite the other Parties to the meeting. The other Parties may attend at their option and expense.

5. The Lead OA will initiate the coordinated study process with the Non-Lead OA. The validated interconnection requests will be studied in order of the Lead OA’s queue. However, the studies will include all valid interconnection requests in both Operating Agents’ queues based on the date received.

6. The Lead OA will tender/execute the individual study agreements with the Interconnection Customer for the Feasibility Study, System Impact Study/Harmonic Analysis Study, and Facilities Study.

   a. The Lead OA will coordinate study reviews with the Non-Lead OA. The Operating Agents will coordinate with each other in order to accommodate deadlines and other timing constraints. The Non-Lead OA will make best efforts to complete its study reviews within the timeline established by the Lead OA.

   b. The Non-Lead OA will tender/execute applicable study funding agreement(s) with the Interconnection Customer and will perform studies as necessary to be included in the Lead OA report.

   c. The study agreements will allow for sharing of Interconnection Customer data/information with the Operating Agents and owners of the PDCI to the extent necessary to carry out coordinated studies.

   d. All Parties will be notified and invited to attend the study review meetings at their expense.

   e. Both Operating Agents will sign off on the study results.
7. The PDCI will be studied as one system. No portion of the PDCI will be considered to be a separate third-party affected system for purposes of studying interconnection requests.

   a. PDCI impacts will be identified and mitigation solutions will be developed, through the coordinated study process of an interconnection request.

   b. Any impact outside of the PDCI facilities will be studied separately as an affected system.

8. Following the Facilities Study, the Lead OA will prepare an interconnection agreement for execution with the Interconnection Customer.

   a. Based on the coordinated study results, the Operating Agents jointly will develop technical requirements necessary to accommodate the interconnection and to ensure that PDCI impacts will be mitigated. The interconnection agreement will incorporate the jointly-developed technical requirements.

   b. The Non-Lead OA will tender a separate agreement to the Interconnection Customer to fund necessary upgrades or improvements or to mitigate impacts on the Non-Lead-OA's portion of the PDCI.

   c. The interconnection agreement will require the Interconnection Customer to enter into a single operating agreement with both Operating Agents, which incorporates any operational requirements required to accommodate the interconnection, including the jointly-developed technical requirements.

   d. The interconnection agreement will incorporate applicable commercial requirements consistent with the Lead OA's Tariff and other policies. The Lead OA will tender the interconnection agreement to the Interconnection Customer.

   e. Additional conditions and agreements may be required.

9. Nothing in these principles is intended to require an Operating Agent or Party to act inconsistently with its Tariff or existing business practices.
NOTICES RELATING TO PROVISIONS OF THE MEMORANDUM OF AGREEMENT

Any notice required under this Agreement shall be in writing and shall be delivered in person, email; or with proof of receipt by a nationally recognized delivery service or by United States Certified Mail. Notices are effective when received. Any Party may change the name or address for receipt of notice by providing notice of such change to the other Parties. The Parties shall deliver notices to the following persons and addresses:

If to LADWP:

Los Angeles Department of Water and Power  
111 North Hope Street  
Los Angeles, CA 90012  
Attention: Director of Power System Planning & Development  
Title: Power Engineering Manager  
Phone (213) 367-0381  
E-mail:

If to BPA:

Attention: Transmission Account Executive for Los Angeles Department of Water and Power, Southern California Edison Company, City of Pasadena, City of Burbank, City of Glendale – TSE/TPP-2  
Phone: (360) 619-6016  
Fax: (360) 619-6940

If by First Class Mail:  
Bonneville Power Administration  
P.O. Box 61409  
Vancouver, WA 98666

If by Overnight Delivery Service:  
Bonneville Power Administration  
901 NE 11th Avenue  
Portland, OR 97232

If to SCE:

Grid Contracts Management  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
Attention: William Law  
Title: Manager Grid Contracts  
Phone: (626)302 9640  
Fax: (626) 302 1152  
E-mail: William.Law@sce.com

If to Pasadena:

Pasadena Water and Power  
150 So. Los Robles, Suite 200  
Pasadena, CA 91101  
Attention: General Manager  
Phone: (626) 744-4462  
Fax: (626) 744-6640  
E-mail: cityweb-service@cityofpasadena.net
If to Burbank:
General Manager
Burbank Water and Power
164 W. Magnolia Blvd.
Burbank, CA 91503-0631

Phone: 818-238-3550
Fax: 818-238-3560
E-mail: rdavis@burbankca.gov

If to Glendale:
City of Glendale
141 N. Glendale Avenue, Level 4
Glendale, CA 91206
Attention: Stephen M. Zurn
Title: General Manager – Glendale Water & Power
Phone: 818-548-2107
Fax: 818-5552-2852
E-mail: szurn@glendale.gov

With a copy, which shall not constitute notice to:
Glendale City Attorney’s Office
613 E. Broadway, Suite 220
Glendale, CA 91206
Attn: GWP Counsel

W:\TMC\CT\LA Dept of Water Power\Drafts\MOA_PPCI_BPA_FINAL_9-05-2014.docx
Amended and Restated Little Lake Communication Site Agreement
This Agreement is in connection with the +/- 500-kV DC Transmission Line and pursuant to the Amended and Restated City-Edison Pacific Intertie DC Transmission Facilities Agreement (City-Edison Agreement) No. 10078, the Department of Water and Power of the City of Los Angeles (City) has constructed communication facilities for and generally along the route of said DC line. As part of the construction of said communication facilities, City has made modifications to an existing building presently owned and operated by Southern California Edison Company (Edison) and installed microwave facilities therein at a relay station located near Inyokern, California, known as Little Lake Communication Site (Little Lake). Said Relay Station was previously constructed and is presently owned and operated by Edison on a site occupied by Edison under an easement issued by the Bureau of Land Management (BLM) dated January 18, 1967. Edison has installed, owned, operated and maintained the site improvements, building, tower, battery, battery charger and other microwave equipment at Little Lake. Said modifications to Edison’s building, were performed and said microwave facilities were installed by City as part of the DC Transmission Facilities (as such term is defined in the City-Edison Agreement) to be used in connection with the control and operation of the +/- 500-KV DC transmission line.

In order to provide for such installation by City of said microwave facilities at Little Lake and for the ownership, use, maintenance and rights and responsibilities connected with all the facilities at said station, the parties hereto agree as follows:

1. The term of this Agreement is coterminous with the earlier of: (i) the termination date of the Amended and Restated City-Edison Pacific Intertie DC Transmission Facilities Agreement or (ii) the date the Bureau of Land Management informs Edison that it will not extend or renew Edison’s January 18, 1967 easement.”

2. Edison shall continue to own, operate and maintain the site improvements, building, tower, battery, battery charger and other microwave equipment previously installed by Edison at Little Lake.

3. At Edison’s expense, City has purchased and installed at Little Lake and Edison shall own, operate, and maintain, and shall make additions, betterments and replacement at its sole discretion to baseband-coupling equipment for the exclusive use of Edison. Edison has fully reimbursed City for all costs incurred by City in the purchase and installation of said baseband coupling equipment.

4. Edison shall own the modifications made by City to Edison’s existing building at Little Lake, City also has installed, and shall operate and maintain in Edison owned facilities at Little Lake and on the site of Little Lake, tower, battery, battery charger, emergency electric generator system including the associated fuel system, transfer panel, air conditioning units and microwave communications equipment and antenna system, such facilities having been installed as part of the DC Transmission Facilities. Pursuant to the aforementioned City-Edison Agreement, Edison has paid to City one-half of the cost of said modifications to equipment and installation of said facilities and owns a one-half undivided interest in such equipment and installation of said
facilities. Should any improvements, modifications or maintenance be required in the future Edison and City will each share in one-half of the cost.

5. In return for the use of that portion of Edison’s existing building, site and site improvements at Little Lake which is occupied by the equipment installed by City. Pursuant to paragraph 4 hereof, City shall pay to Edison each year $2,940.40, which represents the total yearly rental value of said portion and which shall be considered a cost of operating the DC Transmission Facilities under the City-Edison Agreement. The first such payment shall be due and payable on or before the twentieth calendar day of the month which follows the month in which this letter agreement becomes fully executed. Such first payment shall include the yearly rental for that year in which such first payment is made and for all preceding years beginning with the year 2017. Subsequent yearly rental payments shall be due and payable on or before July 1 of the year for which such rental payment applies.

6. The rental value set forth in paragraph 5 herein will increase by 2.1% annually for the first 5 years and shall be subject to annual review and change by Edison to reflect the then-current and anticipated conditions in regard to the BLM rent increase, taxes and insurance rates. City shall have an ability to review, audit and dispute all records supporting any increase in rental value on an annual basis.

7. Except for loss or damage resulting from willful misconduct or willful breach of contract by either party:

7.1. The cost of replacement or repair of any loss or damage to any facilities at Little Lake arising out of the construction, operation and maintenance of the facilities installed by City pursuant to paragraph 4 hereof, which cost is not paid for by insurance, shall be considered a cost of operating and maintaining the DC Transmission Facilities under the City-Edison Agreement.

7.2. The cost of replacement or repair of any loss or damage to facilities installed by the City pursuant to paragraph 4 hereof arising out of Edison's construction, operation and maintenance of Edison's solely owned facilities at Little Lake, which cost is not paid for by insurance, shall be considered a cost of operating and maintaining the DC Transmission Facilities under the City-Edison Agreement.

7.3. All claims by, or liability of, City or Edison (or both) to third parties (including employees of either City or Edison) arising out of the construction, operation or maintenance of facilities installed by City pursuant to paragraph hereof, and which claims or liabilities are not paid for by insurance, shall be considered a cost of operating and maintaining the DC Transmission Facilities under the City-Edison Agreement.
7.4. Other than each party's property interest in Little Lake, each party releases the other party hereto from liability for damage to the property of either party hereto, including any claim or liability for consequential damages, resulting from the construction, operation or maintenance by either City or Edison of facilities at Little Lake.

8. The Agreement shall be interpreted and enforced under California law.

9. By acceptance of this letter agreement the Cities of Burbank, Glendale and Pasadena concur in and agree to be bound by the Provisions hereof to the extent of their pro rata interest in the DC Transmission Facilities.

10. The Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by all Parties.
The signatories hereto represent that they have been appropriately authorized to enter into this Amended and Restated Little Lake Communication Site Agreement on behalf of the Party for whom they sign.

SOUTHERN CALIFORNIA EDISON

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: ________________________________
Name: DAVID H. WRIGHT
Title: General Manager
Date: ________________________________

And:

By: ________________________________
Name: BARBARA E. MOSCHOS
Title: Board Secretary
Date: ________________________________

BURBANK WATER AND POWER

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

GLENDALE WATER AND POWER

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

PASADENA WATER AND POWER

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

SYNDI DRISCOLL
DEPUTY CITY ATTORNEY

Tuesday - August 15, 2017 - PAGE 76
RECOMMENDATION

That the City Council:

1. Approve the proposed Resolution 018009 from the Department of Water and Power Board of Commissioners to authorize the execution of Amendment 3 to Agreements 47260A-5, 47260B-5, and 47260C-5 with Tetra Tech, Ch2m Hill, and CDM Smith for engineering design services in support of the Owens Lake Dust Mitigation Program to (i) extend the existing 36 month contractual term by an additional 12 months resulting in a total term of 48 months and (ii) increase the expenditure authority of $20,420,000 by an additional $3,000,000 resulting in a new total expenditure authority not to exceed $23,420,000.

SUMMARY

Approval of the proposed resolution and related amendments will enable the Department of Water and Power (DWP) to continue with commissioning, startup, and design support services of the Owens Lake Dust Mitigation Program during construction close-out portion of the Phase 9/10 Project. Approval will also support the removal of emergency measures implemented to protect existing infrastructure from the anticipated runoff caused by winter rain storms earlier this year.

This proposed amendment to extend the contract term and to increase funding is necessary due to finding a significant number of unanticipated archeological, paleontological, biological, and tribal sensitive sites during construction. These discovered sites impacted the construction schedule and led to numerous design changes to civil, electrical, and/or mechanical components of the project. DWP asserts it managed the discovery of any sensitive sites in accordance with all applicable California and Federal laws. Furthermore, the DWP retained qualified archeological and Native American tribal monitors to actively work with construction teams to ensure (i) identified archaeological sites are avoided and (ii) newly identified and/or unevaluated resources located in the work area receive appropriate treatment.
DWP states the Phase 9/10 Project is approximately 81 percent complete, as of June 30, 2017. Total expenditures of the three contractors are approximately $17.1 million resulting in approximately $3.3 million remaining unspent. DWP asserts the three contractors have performed satisfactorily to date.

On July 17, 2017, DWP submitted to the Mayor a request for approval of the proposed resolution, in accordance with Executive Directive 4 (Villaraigosa series). Soon thereafter, on July 18, 2017, the DWP Board of Commissioners (Board) approved the proposed resolution. Subsequently, on July 19, 2017, DWP submitted to the City Council a request for approval of the proposed resolution pursuant to Charter Section 373. In accordance with the Los Angeles Administrative Code (LAAC) Section 10.5, the last day for City Council action on this proposed resolution is September 8, 2017. The City Attorney has approved the proposed resolution as to form and legality.

**FISCAL IMPACT STATEMENT**

Approval of the proposed resolution increases the expenditure authority by $3,000,000 resulting in a total expenditure authority not to exceed $23,420,000 impacting the Water Revenue Fund. There is no fiscal impact to the City General Fund. The proposed Agreement complies with the Department’s adopted Financial Policies.

*RHL:RR:10180001*
July 19, 2017

The Honorable City Council
City of Los Angeles
Room 395, City Hall
Los Angeles, California 90012

Honorable Members:

Subject: Authorizes Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 for Engineering Design Services for the Owens Lake Dust Mitigation Program with Tetra Tech, Inc., CH2M Hill, and CDM Smith, Inc., Respectively. The Amendment will increase the not-to-exceed amount by $3,000,000 and extend the term by one year for a cumulative term of four years.

Pursuant to Charter Section No. 373 enclosed for approval by your Honorable Body is Resolution No. 018 009, adopted by the Board of Water and Power Commissioners on July 18, 2017, approved as to form and legality by the City Attorney, which authorizes Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 for Engineering Design Services for the Owens Lake Dust Mitigation Program with Tetra Tech, Inc., CH2M Hill, and CDM Smith, Inc., Respectively. The Amendment will increase the not-to-exceed amount by $3,000,000 and extend the term by one year for a cumulative term of four years.

If additional information is required, please contact Ms. Winifred Yancy, Director of Legislative and Intergovernmental Affairs, at (213) 367-0025.

Sincerely,

Barbara E. Moschos
Board Secretary

Enclosures: LADWP Resolution
            Board Letter
            Procurement Summary
            Amendment Letters
The Honorable City Council
Page 2
July 19, 2017

c/enc:  Mayor Eric Garcetti
   Councilmember Nury Martinez, Chair, Energy, Climate Change, and Environmental Justice Committee
   Sharon Tso, Chief Legislative Analyst
   Richard H. Llewellyn, City Administrative Officer
   Rafael Prieto, Legislative Analyst, CLA
   Sarai Bhaga, Chief Administrative Analyst, CAO
   Winifred Yancy, Director of Legislative and Intergovernmental Affairs
DATE: June 29, 2017

SUBJECT: Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 for Engineering Design Services for the Owens Lake Dust Mitigation Program – Tetra Tech Inc., CH2M Hill, and CDM Smith Inc., Respectively

SUMMARY

Amendment No. 3 (Amendment) to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 will increase the not-to-exceed amount by $3,000,000 from $20,420,000 to $23,420,000 (budgeted); and extend the term by one year for a cumulative term of four years, ending August 28, 2018.

During construction of the Owens Lake Dust Mitigation Program (OLDMP) – Phase 9/10 Project, LADWP encountered a significant number of unanticipated archeological, paleontological, biological, and tribal sensitive sites, necessitating design changes on over 30-percent of the construction drawing set issued at the time of bid. This Amendment will add $1,000,000 to offset the increased design charges associated with encountered resources, and to ensure that adequate funds are available for the completion of the Phase 9/10 Project. The balance of $2,000,000 of this Amendment will also enable LADWP to respond to any further weather related events impacting the OLDMP during the fall of 2017 and spring of 2018.

City Council approval is required in accordance with Charter Section 373.
RECOMMENDATION

It is requested that the Board adopt the attached Resolution recommending City Council's approval of Amendment No. 3 with Tetra Tech Inc., CH2M Hill, and CDM Smith Inc., as required in Charter Section 373.

ALTERNATIVES CONSIDERED

One alternative considered was to perform the work in-house. There is currently not enough LADWP staff with the appropriate expertise to perform the needed work within the required timeframe mandated by the Great Basin Unified Air Pollution Control District (GBUAPCD). Furthermore, there is not enough time to hire and train new staff to provide the engineering design services.

FINANCIAL INFORMATION

This Amendment will extend the term from August 29, 2017 through August 28, 2018; and increase the not-to-exceed amount by $3,000,000 from $20,420,000 to $23,420,000 budgeted in the OLDMP for Fiscal Year 2017-2018.

The table below provides the cost breakdown:

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Not-to-Exceed Amount</td>
<td>$12,000,000</td>
</tr>
<tr>
<td>Amendment No. 1 (Phase 7a Project)</td>
<td>$5,250,000</td>
</tr>
<tr>
<td>Amendment No. 2 (Emergency Work)</td>
<td>$3,170,000</td>
</tr>
<tr>
<td>Amendment No. 3 (Phase 9/10 Project and Weather Related Emergencies)</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Amended Agreement Not-to-Exceed Total</td>
<td>$23,420,000</td>
</tr>
</tbody>
</table>

BACKGROUND

In November 2014, LADWP reached a historic agreement with GBUAPCD regarding OLDMP. The agreement which was codified in a Stipulated Judgment placed an upper limit on the total area which LADWP may be ordered by GBUAPCD to implement dust mitigation measures at Owens Lake, and allowed for implementation of water saving measures at Owens Lake. The Stipulated Judgment also required LADWP to install dust mitigation measures on 3.62 square-miles of new Dust Control Areas (DCA) by December 31, 2017, through the construction of the Phase 9/10 Project.

During construction of the Phase 9/10 Project, a significant number of unanticipated archeological, paleontological, biological, and tribal sensitive sites were encountered. To mitigate the impacts of the encountered resources and to maintain the fast pace construction schedule, LADWP authorized design changes to civil, electrical, and/or mechanical components of the Phase 9/10 Project. The number of resources
encountered requiring design changes were not accounted for in the development of the original estimate for the engineering design services.

Funding for this Amendment will, in part, enable LADWP to continue uninterrupted with commissioning, startup, and design support services during construction close-out of the Phase 9/10 Project. Commissioning, startup, and design support services includes, but are not limited to, support during testing of the electrical and mechanical components, review of operations and maintenance manuals, review of means and methods for completion of punch-list items, preparation of as-built drawings, and reports.

This Amendment will also provide support for the restoration and removal of emergency measures that have been put in place for protection of the OLDMP's major infrastructure due to the atmospheric storms of earlier this year and projected runoff conditions.

All three contractors have performed satisfactorily to date on their respective Agreements.

In accordance with the Mayor’s Executive Directive No. 4, the City Administrative Officer’s (CAO) Report is being processed concurrently. Funds will be on hold until all approvals are final.

ENVIRONMENTAL DETERMINATION

Determine item is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15060 (c)(3). In accordance with this section, an activity is not subject to CEQA if it does not meet the definition of a project. Section 15378 (b)(4) states that government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment do not meet that definition. The Board of Water and Power Commissioners certified the Environmental Impact Report, adopted the Mitigation Monitoring and Reporting Program, and approved the Owens Lake Dust Mitigation Program Phase 9/10 Project on June 2, 2015. Any other projects supported by this contract will comply with CEQA prior to implementation. However, since this contract does not commit LADWP to any specific project, it is not subject to CEQA.

CITY ATTORNEY

The Office of the City Attorney reviewed and approved the Resolution and Amendment as to form and legality.

ATTACHMENTS

- Procurement Summary
- Resolution
- Amendment Letters

Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5/June 29, 2017
WHEREAS, the Los Angeles Department of Water and Power (LADWP) selected Tetra Tech Inc. (TT), CH2M Hill (CH), and CDM Smith Inc. (CDM) for Engineering Design Services for the Owens Lake Dust Mitigation Program (OLDMP); and

WHEREAS, LADWP entered into Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 (Agreements) with TT, CH and CDM, respectively for a period of three years from August 29, 2014, to August 28, 2017, with a cumulative not-to-exceed amount of $12,000,000; and

WHEREAS, Amendment No. 1 was approved on April 5, 2016, via Resolution No. 016227 which increased the not-to-exceed amount to $17,250,000; and Amendment No. 2 was approved on March 21, 2017, via Resolution No. 017185 which increased the not-to-exceed amount to $20,420,000; and

WHEREAS, during the construction of the Phase 9/10 Project, LADWP encountered a significant number of unanticipated archeological, paleontological, biological resources and tribal sensitive sites, necessitating design changes on over 30 percent of the design drawings presented at time of bid; and

WHEREAS, LADWP has determined it necessary to increase the not-to-exceed amount by $3,000,000 to offset the increased design charges associated with encountered resources, ensure that adequate funds are available for the completion of the Phase 9/10 Project, and to respond to any further weather related events impacting the OLDMP during the fall of 2017 and spring of 2018; and

WHEREAS, LADWP has determined it necessary to extend the term by one year for a cumulative term of four years, ending August 28, 2018, to allow TT, CH, and CDM to complete the remaining tasks outlined in the Agreements, as allocated and/or continue to be allocated toward the implementation of these water saving measures; and

WHEREAS, Amendment No. 3 to Agreements with TT, CH, and CDM exceeds the time period set by ordinance, in accordance with City Charter Section 373, City Council approval is required.

NOW, THEREFORE, BE IT RESOLVED that LADWP approves and recommends to the City Council, Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 to increase the not-to-exceed amount from $20,420,000 to $23,420,000 and extend the terms of the Agreements for one additional year through August 28, 2018.

BE IT FURTHER RESOLVED that pursuant to City Charter Section 1022, the Board finds that it is more feasible to have the work performed by independent contractors.
BE IT FURTHER RESOLVED that Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5, approved as to form and legality by the City Attorney and filed with the Secretary of the Board, is hereby approved.

BE IT FURTHER RESOLVED that the President or Vice President, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby authorized, and directed to execute said Amendment for and on behalf of LADWP upon approval by the City Council pursuant to City Charter Section 373.

BE IT FURTHER RESOLVED that the Chief Accounting Employee of LADWP, upon proper certification, is authorized and directed to draw demands on the Water Revenue Fund, in accordance with the terms of this amendment to Agreements and Resolution.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held JUL 18 2017

Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

JUN 29 2017
BY: ERIC ROSENBLATT
DEPUTY CITY ATTORNEY
PROCUREMENT SUMMARY

1. Recommended Vendor(s): 1. Tetra Tech Inc.
   2. CH2M Hill
   3. CDM Smith Inc.

2. Procurement Type: Amendment

3. Procurement Details:
   A. Contract Status: Amendment to Existing
   B. Bid Advertisement Date: Not Applicable
   C. Pre-Bid Conference Date: Not Applicable
   D. Bid/Proposal Due Date: Not Applicable
   E. Number of Downloads of Solicitation: Not Applicable
   F. Number of Bids/Proposals Received: Not Applicable
   G. Protest Received: No

4. Buyer Assigned: Marlene Barbero

5. Contract Administrator: Paul Pau

6. LADWP System/Division: Water

7. Contact Person for Item: Anselmo Collins

A. Evaluation Rating Summary of Proposals

Not applicable to this Amendment.

B. Evaluation of Proposals

Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 were awarded through a competitive bid process under RFP No. 90189 for Engineering Design Services for the Owens Lake Dust Mitigation Program (OLDMP). The fee schedules were determined to be fair and reasonable based on an evaluation of a representative sample of labor classifications hourly rates. There are no changes to the fee schedules in this Amendment.

C. Procurement History

<table>
<thead>
<tr>
<th>Contract/PO No.</th>
<th>Contractor</th>
<th>Term of Contract</th>
<th>Start Date</th>
<th>Ending Date</th>
<th>Original Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>47260A-5 B, C</td>
<td>Tetra Tech Inc. CH2M Hill,</td>
<td>36 months</td>
<td>8/29/2014</td>
<td>8/28/2017</td>
<td>$20,420,000</td>
</tr>
<tr>
<td>Amendment No. 2</td>
<td>CDM Smith Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47034-1 Amendment No. 1</td>
<td>Camp Dresser &amp; McKee Inc.</td>
<td>36 months</td>
<td>5/19/2011</td>
<td>2/18/2014</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>47928</td>
<td>Camp Dresser &amp; McKee Inc.</td>
<td>36 months</td>
<td>1/23/2010</td>
<td>1/28/2013</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>47514 Amendment No. 2</td>
<td>Camp Dresser &amp; McKee Inc.</td>
<td>48 months</td>
<td>1/17/2007</td>
<td>1/16/2011</td>
<td>$11,600,000</td>
</tr>
</tbody>
</table>

Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5/June 29, 2017
Tetra Tech Inc. - Number of Contracts Vendor had with LADWP the Past 5 Years

<table>
<thead>
<tr>
<th>Contract/PO No.</th>
<th>Contract Description</th>
<th>Contract Term</th>
<th>Start Date</th>
<th>Ending Date</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>47366F-6</td>
<td>Prof. and Technical Engineering Services</td>
<td>60 months</td>
<td>6/17/2016</td>
<td>6/16/2021</td>
<td>$60,000,000*</td>
</tr>
<tr>
<td>47260A-5</td>
<td>Engineering Design Services</td>
<td>36 months</td>
<td>8/29/2014</td>
<td>8/28/2017</td>
<td>$20,420,000**</td>
</tr>
<tr>
<td>47052-2</td>
<td>Services for Site Investigation and Remediation</td>
<td>36 months</td>
<td>11/22/2011</td>
<td>11/21/2015</td>
<td>$2,990,000</td>
</tr>
</tbody>
</table>

CH2M Hill - Number of Contracts Vendor had with LADWP the Past 5 Years

<table>
<thead>
<tr>
<th>Contract/PO No.</th>
<th>Contract Description</th>
<th>Contract Term</th>
<th>Start Date</th>
<th>Ending Date</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>47260B-5</td>
<td>Engineering Design Services</td>
<td>36 months</td>
<td>8/29/2014</td>
<td>8/28/2017</td>
<td>$20,420,000**</td>
</tr>
</tbody>
</table>

CDM Smith Inc. - Number of Contracts Vendor had with LADWP the Past 5 Years

<table>
<thead>
<tr>
<th>Contract/PO No.</th>
<th>Contract Description</th>
<th>Contract Term</th>
<th>Start Date</th>
<th>Ending Date</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>47366C-6</td>
<td>Prof. and Technical Engineering Services</td>
<td>60 months</td>
<td>6/17/2016</td>
<td>6/16/2021</td>
<td>$60,000,000*</td>
</tr>
<tr>
<td>47260C-5</td>
<td>Engineering Design Services</td>
<td>36 months</td>
<td>8/29/2014</td>
<td>8/28/2017</td>
<td>$20,420,000**</td>
</tr>
</tbody>
</table>

*Cumulative amount not to exceed $60,000,000 for Agreement Nos. 47366A-6 through 47366F-6.
**Cumulative amount not to exceed $20,420,000 for Agreement Nos. 47260A-5 through 47260C-5.

D. Local Business Preference Program (LBPP)

Not Applicable to this Amendment.

E. Additional Outreach Efforts Taken

Not Applicable to this Amendment.


Original contract was issued prior to the implementation of the mandatory SBE/DVBE Participation Program. Actual subcontractor participation commitments and achievements are provided in the tables to follow:
## SBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>SBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)+</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($5,920,053)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
</tr>
<tr>
<td>AP Engineering and Testing Inc.</td>
<td>TBD</td>
<td>0.50%</td>
<td>$0</td>
</tr>
<tr>
<td>AHBE Landscape Architects (MBE)</td>
<td>TBD</td>
<td>1.00%</td>
<td>$1,091</td>
</tr>
<tr>
<td>Beyaz &amp; Patels (MBE)</td>
<td>TBD</td>
<td>1.00%</td>
<td>$1,490,186</td>
</tr>
<tr>
<td>California Watershed Engineering (CWE) Corp. (MBE)</td>
<td>TBD</td>
<td>5.00%</td>
<td>$129,469</td>
</tr>
<tr>
<td>DR Consultants &amp; Designers, Inc. (WBE)</td>
<td>TBD</td>
<td>1.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Land IQ, LLC (WBE)</td>
<td>TBD</td>
<td>1.00%</td>
<td>$4,973</td>
</tr>
<tr>
<td>NUVIS</td>
<td>TBD</td>
<td>5.00%</td>
<td>$96,048</td>
</tr>
<tr>
<td>Synetcom</td>
<td>TBD</td>
<td>0.50%</td>
<td>$0</td>
</tr>
<tr>
<td>Triad/Holmes Associates</td>
<td>TBD</td>
<td>0.50%</td>
<td>$0</td>
</tr>
<tr>
<td>E2 Consulting Engineers, Inc. (MBE)</td>
<td>TBD</td>
<td>2.00%</td>
<td>$244,491</td>
</tr>
<tr>
<td>iBRA Automation Systems, Inc. (MBE)</td>
<td>TBD</td>
<td>1.00%</td>
<td>$150,320</td>
</tr>
<tr>
<td>MARRS Services, Inc. (WBE)</td>
<td>TBD</td>
<td>3.00%</td>
<td>$172,826</td>
</tr>
<tr>
<td>Mia Lehrer &amp; Associates</td>
<td>TBD</td>
<td>1.00%</td>
<td>$2,931</td>
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</table>

## DVBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>DVBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)+</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($5,920,053)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
</tr>
<tr>
<td>Chambers Group</td>
<td>TBD</td>
<td>1.50%</td>
<td>$0</td>
</tr>
<tr>
<td>Leland Saylor Associates</td>
<td>TBD</td>
<td>1.50%</td>
<td>$0</td>
</tr>
</tbody>
</table>
### MBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>MBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($5,920,053)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
<td>Percent of Achievement</td>
</tr>
<tr>
<td>LEE &amp; RO, Inc</td>
<td>TBD</td>
<td>$209,248</td>
<td>3.53%</td>
</tr>
<tr>
<td>V&amp;A Consulting</td>
<td>TBD</td>
<td>$21,259</td>
<td>0.36%</td>
</tr>
<tr>
<td>Engineers, Inc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### WBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>WBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($5,920,053)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
<td>Percent of Achievement</td>
</tr>
<tr>
<td>The Acorn Group, Inc.</td>
<td>TBD</td>
<td>$21,118</td>
<td>0.36%</td>
</tr>
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</table>

### OBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>OBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($5,920,053)</th>
<th>AMENDED CONTRACT ($23,420,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
<td>Percent of Achievement</td>
</tr>
<tr>
<td>Eye Spy Inspection</td>
<td>TBD</td>
<td>$543,713</td>
<td>9.18%</td>
</tr>
<tr>
<td>HSQ</td>
<td>TBD</td>
<td>$23,247</td>
<td>0.63%</td>
</tr>
<tr>
<td>Kleinfelder</td>
<td>TBD</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Spencer B. Gross</td>
<td>TBD</td>
<td>$0</td>
<td>0%</td>
</tr>
</tbody>
</table>

+Cumulative amount not to exceed $12,000,000 for Agreement Nos. 47260A-5, 47260B-5, & 47260C-5
++Cumulative amount not to exceed $23,420,000 for Agreement Nos. 47260A-5, 47260B-5, & 47260C-5

Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5/June 29, 2017
### SBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>SBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)+</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($1,250,545)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
</tr>
<tr>
<td>Garcia &amp; Associates</td>
<td>TBD</td>
<td>3.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Beyaz &amp; Patel (MBE)</td>
<td>TBD</td>
<td>3.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Mia Lehrer &amp; Associates (WBE)</td>
<td>TBD</td>
<td>6.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Plan Tierra LLC (WBE)</td>
<td>TBD</td>
<td>4.34%</td>
<td>$210,483</td>
</tr>
<tr>
<td>Ultrasystems Environmental (WBE)</td>
<td>TBD</td>
<td>6.00%</td>
<td>$0</td>
</tr>
</tbody>
</table>

### DVBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>DVBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)+</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($1,250,545)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
</tr>
<tr>
<td>O'Day Consultants</td>
<td>TBD</td>
<td>3.0%</td>
<td>$0</td>
</tr>
</tbody>
</table>

### OBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>OBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)+</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($1,250,545)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
</tr>
<tr>
<td>Air Sciences</td>
<td>TBD</td>
<td>11.61%</td>
<td>$426,306</td>
</tr>
<tr>
<td>Formation Environmental</td>
<td>TBD</td>
<td>2.02%</td>
<td>$64,099</td>
</tr>
<tr>
<td>TRC Environmental Corporation</td>
<td>TBD</td>
<td>0.09%</td>
<td>$3,336</td>
</tr>
<tr>
<td>Towill, Inc.</td>
<td>TBD</td>
<td>2.06%</td>
<td>$0</td>
</tr>
</tbody>
</table>

+Cumulative amount not to exceed $12,000,000 for Agreement Nos. 47260A-5, 47260B-5, & 47260C-5
++Cumulative amount not to exceed $23,420,000 for Agreement Nos. 47260A-5, 47260B-5, & 47260C-5
### SBE SUBCONTRACTING

<table>
<thead>
<tr>
<th>SBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)+</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($1,220,344)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
<td>Percent of Achievement</td>
</tr>
<tr>
<td>Air Sciences, Inc.</td>
<td>TBD</td>
<td>$205,828</td>
<td>16.87%</td>
</tr>
<tr>
<td>Beyaz &amp; Patel</td>
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<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>BlueGreen Consulting</td>
<td>TBD</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Critigen Engineering Services</td>
<td>TBD</td>
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<td>Formation Environmental</td>
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<td>Plan Tierra LLC</td>
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<td>Royston Hanamoto Alley &amp; Abey</td>
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<td>Triad/Homes Associates</td>
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<td>NA Helicopters, LLC</td>
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<td>V&amp;A Consulting Engineers Inc.</td>
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<td>M2 Resource Consulting Inc. (SBE, MBE)</td>
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<td>$0</td>
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<td>MARRS services, Inc (MBE)</td>
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<td>TBD</td>
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<td>Garcia &amp; Associates (MBE)</td>
<td>TBD</td>
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<td>0%</td>
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### DVBE SUBCONTRACTING

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<tr>
<th>DVBE</th>
<th>ORIGINAL CONTRACT ($12,000,000)+</th>
<th>CONTRACT EXPENDITURE THRU APRIL 2017 ($1,220,344)</th>
<th>AMENDED CONTRACT ($23,420,000)++</th>
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<td>Commitment Amount</td>
<td>Percent of Contract</td>
<td>Actual Amount</td>
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### OBE SUBCONTRACTING

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†Cumulative amount not to exceed $12,000,000 for Agreement Nos. 47260A-5, 47260B-5, & 47260C-5
††Cumulative amount not to exceed $23,420,000 for Agreement Nos. 47260A-5, 47260B-5, & 47260C-5
AMENDMENT NO. 3 TO AGREEMENT NO. 47260C-5
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
CDM SMITH INC.

THIS AMENDMENT NO. 3 to Agreement No. 47260C-5 is made and entered into by
and between the City of Los Angeles, a municipal corporation acting by and through the
Los Angeles Department of Water and Power, (hereinafter referred to as “LADWP”) and
CDM Smith Inc. (hereinafter referred to as “CDM”).

WHEREAS, LADWP selected CDM, Tetra Tech Inc. (TT), and CH2M Hill (CH) for
Engineering Design Services for the Owens Lake Dust Mitigation Program (OLDMP); and

WHEREAS, LADWP entered into Agreement Nos. 47260A-5, 47260B-5, and 47260C-5
(Agreements) with TT, CH and CDM, respectively for a period of three years from
August 29, 2014 to August 28, 2017 with a cumulative not-to-exceed amount of
$12,000,000; and

WHEREAS, Amendment No. 1 was approved on April 5, 2016 via Resolution
No. 016227 which increased the not-to-exceed amount to $17,250,000; and
whereas Amendment No. 2 was approved on March 21, 2017 via Resolution No. 017185 which
increased the not-to-exceed amount to $20,420,000; and

WHEREAS, during the construction of the Phase 9/10 Project, LADWP encountered a
significant number of unanticipated archeological, paleontological, biological resources
and Tribal sensitive sites, necessitating design changes on over 30 percent of the
design drawings presented at time of bid; and

WHEREAS, LADWP has determined it necessary to increase the not-to-exceed amount
by $3,000,000 to offset the increased design charges associated with encountered
resources, ensure that adequate funds are available for the completion of the Phase
9/10 Project, and to respond to any further weather related events impacting the
OLDMP during the fall of 2017 and spring of 2018; and

WHEREAS, LADWP has determined it necessary to extend the term by one year for a
cumulative term of four years, ending August 28, 2018 to allow TT, CH, and CDM to
complete the remaining tasks outlined in the Agreements, as allocated and/or continue
to be allocated toward the implementation of these water saving measures; and

NOW, THEREFORE, BE IT RESOLVED that LADWP approves Amendment No. 3 to
Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 to increase the not-to-exceed
amount from $20,420,000 to $23,420,000 and extend the terms of the Agreements for
one additional year through August 28, 2018.
BE IT FURTHER RESOLVED Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 is as follows:

1. Article I, Section 201, Term of the Agreement is amended to increase the contract term to a maximum of twelve (12) months to read as follows:

   The term of this Agreement shall commence, provided the events identified in Exhibit E, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate forty-eight (48) months thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained Department approval of insurance required herein.

2. Article I, Section 301.1, Not-to-Exceed Amount is amended to increase the contract not-to-exceed amount by $3,000,000 to read as follows:

   The cumulative compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement along with other Agreements numbered consecutively from 47260A-5, 47260B-5, and 47260C-5 shall not exceed Twenty-Three Million Four Hundred Twenty Thousand Dollars ($23,420,000).

3. Except as amended herein and as previously amended, all terms and conditions of Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 shall remain the same and are incorporated herein as if fully set forth.

4. This Amendment No. 3 is executed in triplicate originals, each of which is deemed to be an original. This Amendment No. 3 consists of four (4) pages.
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 to be executed by their authorized representatives on the day and year written below.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: ______________________________

DAVID H. WRIGHT
General Manager

Date: ______________________________

And: ______________________________

BARBARA E. MOSCHOS
Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

BY: ______________________________

ERIC ROSENBLATT
DEPUTY CITY ATTORNEY

Tuesday - August 15, 2017 - PAGE 95
IN WITNESS WHEREOF, each Party hereto has caused Amendment to be executed by their duly authorized representatives.

CDM SMITH INC.

By: ____________________________

President or Managing Principal

Date: ____________________________

By: ____________________________

Vice-President or second designee

Date: 6/29/2017
AMENDMENT NO. 3 TO AGREEMENT NO. 47260B-5
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
CH2M HILL

THIS AMENDMENT NO. 3 to Agreement No. 47260B-5 is made and entered into by and between the City of Los Angeles, a municipal corporation acting by and through the Los Angeles Department of Water and Power, (hereinafter referred to as "LADWP") and CH2M Hill (hereinafter referred to as "CH").

WHEREAS, LADWP selected CH, Tetra Tech Inc. (TT), and CDM Smith Inc. (CDM) for Engineering Design Services for the Owens Lake Dust Mitigation Program (OLDMP); and

WHEREAS, LADWP entered into Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 (Agreements) with TT, CH and CDM, respectively for a period of three years from August 29, 2014 to August 28, 2017 with a cumulative not-to-exceed amount of $12,000,000; and

WHEREAS, Amendment No. 1 was approved on April 5, 2016 via Resolution No. 016227 which increased the not-to-exceed amount to $17,250,000; and Amendment No. 2 was approved on March 21, 2017 via Resolution No. 017185 which increased the not-to-exceed amount to $20,420,000; and

WHEREAS, during the construction of the Phase 9/10 Project, LADWP encountered a significant number of unanticipated archeological, paleontological, biological resources and Tribal sensitive sites, necessitating design changes on over 30 percent of the design drawings presented at time of bid; and

WHEREAS, LADWP has determined it necessary to increase the not-to-exceed amount by $3,000,000 to offset the increased design charges associated with encountered resources, ensure that adequate funds are available for the completion of the Phase 9/10 Project, and to respond to any further weather related events impacting the OLDMP during the fall of 2017 and spring of 2018; and

WHEREAS, LADWP has determined it necessary to extend the term by one year for a cumulative term of four years, ending August 28, 2018 to allow TT, CH, and CDM to complete the remaining tasks outlined in the Agreements, as allocated and/or continue to be allocated toward the implementation of these water saving measures; and

NOW, THEREFORE, BE IT RESOLVED that LADWP approves Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 to increase the not-to-exceed amount from $20,420,000 to $23,420,000 and extend the terms of the Agreements for one additional year through August 28, 2018.
BE IT FURTHER RESOLVED Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 is as follows:

1. Article I, Section 201, Term of the Agreement is amended to increase the contract term to a maximum of twelve (12) months to read as follows:

   The term of this Agreement shall commence, provided the events identified in Exhibit E, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate forty-eight (48) months thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained Department approval of insurance required herein.

2. Article I, Section 301.1, Not-to-Exceed Amount is amended to increase the contract not-to-exceed amount by $3,000,000 to read as follows:

   The cumulative compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement along with other Agreements numbered consecutively from 47260A-5, 47260B-5, and 47260C-5 shall not exceed Twenty-Three Million Four Hundred Twenty Thousand Dollars ($23,420,000).

3. Except as amended herein and as previously amended, all terms and conditions of Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 shall remain the same and are incorporated herein as if fully set forth.

4. This Amendment No. 3 is executed in triplicate originals, each of which is deemed to be an original. This Amendment No. 3 consists of four (4) pages.
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 to be executed by their authorized representatives on the day and year written below.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: ________________________________

DAVID H. WRIGHT
General Manager

Date: ________________________________

And: ________________________________

BARBARA E. MOSCHOS
Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

JUN 29 2017
BY ________________________________
ERIC ROSENBLATT
DEPUTY CITY ATTORNEY
IN WITNESS WHEREOF, each Party hereto has caused Amendment to be executed by their duly authorized representatives.

CH2M HILL

By: ____________________________

President or Managing Principal

Date: ____________________________

By: ____________________________

Vice-President or second designee

Date: 6/29/17
AMENDMENT NO. 3 TO AGREEMENT NO. 47260A-5
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
TETRA TECH INC.

THIS AMENDMENT NO. 3 to Agreement No. 47260A-5 is made and entered into by and between the City of Los Angeles, a municipal corporation acting by and through the Los Angeles Department of Water and Power, (hereinafter referred to as “LADWP”) and Tetra Tech Inc. (hereinafter referred to as “TT”).

WHEREAS, LADWP selected TT, CH2M Hill (CH), and CDM Smith Inc. (CDM) for Engineering Design Services for the Owens Lake Dust Mitigation Program (OLDMP); and

WHEREAS, LADWP entered into Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 (Agreements) with TT, CH and CDM, respectively for a period of three years from August 29, 2014 to August 28, 2017 with a cumulative not-to-exceed amount of $12,000,000; and

WHEREAS, Amendment No. 1 was approved on April 5, 2016 via Resolution No. 016227 which increased the not-to-exceed amount to $17,250,000; and Amendment No. 2 was approved on March 21, 2017 via Resolution No. 017185 which increased the not-to-exceed amount to $20,420,000; and

WHEREAS, during the construction of the Phase 9/10 Project, LADWP encountered a significant number of unanticipated archeological, paleontological, biological resources and Tribal sensitive sites, necessitating design changes on over 30 percent of the design drawings presented at time of bid; and

WHEREAS, LADWP has determined it necessary to increase the not-to-exceed amount by $3,000,000 to offset the increased design charges associated with encountered resources, ensure that adequate funds are available for the completion of the Phase 9/10 Project, and to respond to any further weather related events impacting the OLDMP during the fall of 2017 and spring of 2018; and

WHEREAS, LADWP has determined it necessary to extend the term by one year for a cumulative term of four years, ending August 28, 2018 to allow TT, CH, and CDM to complete the remaining tasks outlined in the Agreements, as allocated and/or continue to be allocated toward the implementation of these water saving measures; and

NOW, THEREFORE, BE IT RESOLVED that LADWP approves Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 to increase the not-to-exceed amount from $20,420,000 to $23,420,000 and extend the terms of the Agreements for one additional year through August 28, 2018.
BE IT FURTHER RESOLVED Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 is as follows:

1. Article I, Section 201, Term of the Agreement is amended to increase the contract term to a maximum of twelve (12) months to read as follows:

   The term of this Agreement shall commence, provided the events identified in Exhibit E, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate forty-eight (48) months thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained Department approval of insurance required herein.

2. Article I, Section 301.1, Not-to-Exceed Amount is amended to increase the contract not-to-exceed amount by $3,000,000 to read as follows:

   The cumulative compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement along with other Agreements numbered consecutively from 47260A-5, 47260B-5, and 47260C-5 shall not-exceed Twenty-Three Million Four Hundred Twenty Thousand Dollars ($23,420,000).

3. Except as amended herein and as previously amended, all terms and conditions of Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 shall remain the same and are incorporated herein as if fully set forth.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement Nos. 47260A-5, 47260B-5, and 47260C-5 to be executed by their authorized representatives on the day and year written below.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: DAVID H. WRIGHT
General Manager

Date:

And: BARBARA E. MOSCHOS
Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY
JUN 29 2017
BY ERIC ROSENBLATT
DEPUTY CITY ATTORNEY
IN WITNESS WHEREOF, each Party hereto has caused Amendment to be executed by their duly authorized representatives.

TETRA TECH, INC.

By: __________________________
   President or Managing Principal

Date: ______________________________________

By: __________________________
   Vice-President or second designee

Date: 6/29/17