WHEREAS, pursuant to the Pacific Intertie DC Transmission Facilities Agreements between LADWP and the City of Burbank (Burbank), Agreement No. 10129 and LADWP and the City of Glendale (Glendale), Agreement No. 10128, the Cities of Burbank and Glendale (collectively, Cities) have bidirectional transmission rights that enable them to schedule capacity and energy from the Nevada-Oregon Border (NOB) to LADWP's Sylmar Switching Station (Sylmar); and

WHEREAS, pursuant to the Interchange Agreements between LADWP and Burbank, Agreement No. 10134 and LADWP and Glendale, Agreement No. 10135 the Cities have bi-directional transmission service to schedule capacity and energy from Sylmar to Receiving Station E (for Burbank) and Air Way Receiving Station (for Glendale); and

WHEREAS, under these existing agreements the Cities are able to schedule capacity and energy on a continuous path from NOB via Sylmar to Receiving Station-E or Air Way Receiving Station; and

WHEREAS, the California Independent System Operator (SP-15) is connected to LADWP's system through Southern California Edison Company's interconnection with LADWP at Sylmar; and

WHEREAS, the Cities desire to further schedule directly with LADWP capacity and energy across Path 41 between Sylmar and SP-15; and

WHEREAS, the Cities have requested and LADWP is able to provide scheduling services for scheduling capacity and/or energy for the Cities between Sylmar and SP-15; and

WHEREAS, the Sylmar Services Agreements between LADWP and Burbank, Agreement No. BP 15-027 and LADWP and Glendale, Agreement No. BP 15-028 (collectively, Agreements), provide for the terms and conditions for the Cities to obtain such scheduling rights; and

WHEREAS, the estimated annual revenue to LADWP for providing such scheduling rights is approximately \$150,650 per year for each Agreement or a total of approximately \$301,300 per year for both Agreements; and

WHEREAS, the term of these Agreements shall be coterminous with each parties respective Pacific Intertie D-C Transmission Facilities Agreements, unless prior termination is mutually agreed to amongst the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreements, copies which are on file with the Secretary of the Board, approved as to form and legality by the City Attorney, are hereby approved, subject to approval of the Los Angeles City Council by Ordinance pursuant to Charter Section 674.

BE IT FURTHER RESOLVED that the President or Vice President of the Board of Water and Power Commissioners, 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 be and they are hereby authorized and directed to execute said Agreements for and on behalf of LADWP.

BE IT FURTHER RESOLVED that the Chief Accounting Employee of LADWP, upon proper certification, is authorized and directed to draw demands on the Power Revenue Fund, in payment of the obligations arising under said Agreements.

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

OCT 2 0 2015

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Secretary

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

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