

WHEREAS, the Los Angeles Department of Water and Power of the City of Los Angeles, a municipal corporation of the State of California (LADWP); the United States of America acting through the Secretary of the Interior (United States); Arizona Public Service Company (APS); Nevada Power Company, a Nevada corporation (Nevada); Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP); and Tucson Electric Power Company, formerly known as Tucson Gas & Electric Company, an Arizona corporation (TEP) are individually referred to as Participant or collectively as Participants in the Navajo Project pursuant to the Navajo Co-Tenancy Agreement, DWP No. 10498, (Co-Tenancy Agreement), the Navajo Project Southern Transmission System Operating Agreement, DWP No. 10124, (STS Agreement) and the Navajo Project Western Transmission System Operating Agreement, DWP No. 10125 (WTS Agreement) (collectively Navajo Agreements);

WHEREAS, the Navajo Project consists of the Navajo Generating Station which includes three steam electric generating units (collectively the NGS); the Southern Transmission System which includes the Navajo 500kV Switchyard, the Navajo-Crystal Line Compensation, the Navajo-Moenkopi 500kV Line, the Navajo-Westwing 500kV Line, the Moenkopi-Yavapai 500kV Line and its associated components, the Yavapai Switchyard, the Yavapai-Westwing 500kV Line, and the Westwing Substation (collectively the STS); and the Western Transmission System which includes the McCullough Facilities, the Navajo-Crystal 500kV Line, the Crystal Facilities, the Crystal-McCullough 500kV Line, and the Western Transmission Communications System (collectively the WTS);

WHEREAS, the Co-Tenancy Agreement, executed on March 23, 1976, and as supplemented by Supplement No.1 and amended by Amendment Nos. 1 through 9, established the terms and conditions relating to the Participants' interests in and ownerships of the Navajo Project, including the Participants' rights and obligations under the Co-Tenancy Agreement;

WHEREAS, the STS Agreement, executed on July 23, 1979, and as supplemented by Supplement No. 1 and amended by Amendment Nos. 1 through 5, established the terms and conditions relating to the operation and maintenance of the STS;

WHEREAS, Amendment Nos. 1 through 5 of the STS Agreement were previously approved by the Board of Water and Power Commissioners pursuant to Resolutions Nos. 81-306, 88-270, 96-206, 96-207 and 99-272, respectively, but not further approved by City Council by ordinance in accordance with the City of Los Angeles Charter Section 674;

WHEREAS, the WTS Agreement, executed on July 23, 1979, and , as amended by Amendment Nos. 1 through 4, established the terms and conditions relating to the operation and maintenance of the WTS;

WHEREAS, the Participants desire to enter into Amendment No. 10 to the Co-Tenancy Agreement, to reflect the addition of : i) the second 500/230kV transformer at the Yavapai Switchyard; ii) the interconnection of the new Dugas Switchyard to the Navajo-Westwing 500kV Line; iii) the interconnection of the new Cedar Mountain Switchyard to the Moenkopi-Yavapai 500kV Line; iv) the name change for the Waddell 230kV Interconnection to the Raceway 230kV Interconnection; v) the addition of two (2) 500kV bus reactors in the Westwing 500kV Switchyard; vi) the removal of a TEP 500/345 kV transformer from the Westwing Substation; vii) the removal of Project Series Capacitors, as defined in the Co-Tenancy Agreement, from the Navajo 500 kV Switchyard end of the Navajo-Moenkopi 500kV Line; viii) the addition of two (2) 230kV bus sectionalizing circuit breakers in the Westwing 230kV Switchyard; ix) the addition of new designated points of delivery for certain Participants; x) changes to the descriptions of certain components of the Navajo Transmission System, as defined in Exhibit B of the Co-Tenancy Agreement to reflect the above modifications; xi) changes to the one line diagrams in Exhibit B-B to reflect the above modifications; and xii) modifications to Exhibit D of the Co-Tenancy Agreement to reflect the name changes within the Co-Tenancy Agreement;

WHEREAS, the Participants desire to enter into Amendment No. 11 to the Co-Tenancy Agreement to reflect: i) the interconnection of the new Crystal-Moapa 500 kV Line in the Crystal South 500 kV Switchyard (South Crystal); ii) changes to the descriptions of certain components of the Navajo Transmission System in Exhibit B to reflect said interconnection; iii) changes to the one line diagrams in Exhibit B-B to reflect said interconnection; iv) changes to Exhibit G to reflect name changes;

WHEREAS, the Participants desire to enter into Amendment No. 6 to the STS Agreement to reflect the same changes as listed above in items i thru x of Amendment No. 10 to the Co-Tenancy Agreement in addition to the following: i) the addition of two (2) Westwing 230/69 kV interconnections at the Westwing 230 kV Switchyard; ii) changes to the one line diagrams in Exhibit B-1 to reflect the above modifications; iii) modifications to Exhibit K to reflect name changes within the document, changes to the table in Section 5.2 of Exhibit K, and deletion of the K-1 diagram, to accurately reflect the current Southern Transmission Communication System;

WHEREAS, the Participants desire to enter into Amendment No. 7 to the STS Agreement to reflect: i) revisions to Section 5.13 and associated references to reflect a change in the reference to the Federal Power Commission (FPC) Accounts; ii) revisions to Section 12.1.8 relating to load dispatching expenses; and iii) revisions to Exhibit 1-

Load Dispatching Allocation Ratio Calculation relating to the allocation of load dispatching expenses;

WHEREAS, the Participants desire to enter into Amendment No. 5 to the WTS Agreement to reflect: i) the interconnection of the new Crystal-Moapa 500kV Line South Crystal; ii) changes to the descriptions of certain components of the WTS to reflect said interconnection; iii) changes to the one line diagram in Exhibit B, Sheet 8 to reflect said interconnection; iv) modifications to the cost responsibility for Nevada and Los Angeles pursuant to said interconnection;

WHEREAS, NVE as the operating agent for the South Crystal constructed and installed certain facilities inside and outside South Crystal, to enable LADWP to interconnect its Crystal-Moapa 500 kV Line at South Crystal (Crystal Interconnection);

WHEREAS, LADWP and NVE desire to enter into the Facilities Agreement No. BP 14-030, (Facilities Agreement), to provide for maintenance and microwave service costs related LADWP's Crystal Interconnection.

NOW, THEREFORE, BE IT RESOLVED that the Co-Tenancy Agreement Amendments Nos. 10 and 11, the STS Agreement Amendments Nos. 6 and 7, the WTS Agreement Amendment No. 5, and the Facilities Agreement, copies of which are now 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, the Co-Tenancy Agreement Amendments Nos. 10 and 11, the STS Agreement Amendments Nos. 6 and 7, the WTS Agreement Amendment No. 5, and the Facilities Agreement.

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

BE IT FURTHER RESOLVED that the STS Agreement Amendment No. 1, amending the method for calculating the load dispatching allocation, now on file with the Secretary of the Board and previously approved by the Board is hereby transmitted to City Council for ratification.

BE IT FURTHER RESOLVED that the STS Agreement Amendment No. 2, amending Exhibit B for the Navajo Project STS Participant's cost responsibilities, now on file with the Secretary of the Board and previously approved by the Board is hereby transmitted to City Council for ratification.

BE IT FURTHER RESOLVED that the STS Agreement Amendment No. 3, (i) providing for the connection of a new 230-kV transmission line to the Westwing Substation, located near Phoenix, Arizona; (ii) capturing the changes in the configuration of the STS; and (iii) revising the Participants' operating cost allocations, now on file with the Secretary of the Board and previously approved by the Board is hereby transmitted to City Council for ratification.

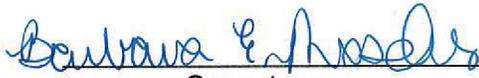
BE IT FURTHER RESOLVED that the STS Agreement Amendment No. 4, providing for the construction of a new Yavapai Substation, located near Prescott, Arizona to the STS, now on file with the Secretary of the Board and previously approved by the Board is hereby transmitted to City Council for ratification.

BE IT FURTHER RESOLVED that the STS Agreement Amendment No. 5, reflecting the construction of the South Crystal including the loop-in of the Navajo-McCullough 500-kV Transmission Line and the deletion of Project Series Capacitors and Incremental Series Capacitors from the Moenkopi-Eldorado 500-kV Transmission Line at Moenkopi Switchyard, , now on file with the Secretary of the Board and previously approved by the Board is hereby transmitted to City Council for ratification.

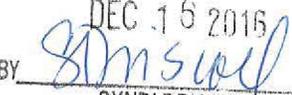
BE IT FURTHER RESOLVED that the President or Vice President of the Board of Water and Power Commissioners, or General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby authorized and directed to execute said amendments to the Co-Tenancy, WTS and STS Agreements and Facilities Agreement 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 Co-Tenancy, WTS and STS Agreements, as amended, and Facilities 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


Secretary

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

DEC 15 2016
BY 
SYNDI DRISCOLL
DEPUTY CITY ATTORNEY