

FIRST AMENDMENT TO SMART GRID DEMONSTRATION PROJECT AGREEMENT

This FIRST AMENDMENT TO SMART GRID DEMONSTRATION PROJECT AGREEMENT (this "Amendment") is among the CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER, NATIONAL AERONAUTICS AND SPACE ADMINISTRATION for the Jet Propulsion Laboratory, REGENTS OF THE UNIVERSITY OF CALIFORNIA, ACTING THROUGH ITS LOS ANGELES CAMPUS, and UNIVERSITY OF SOUTHERN CALIFORNIA.

WITNESSETH

WHEREAS, the parties hereto have entered into the Smart Grid Demonstration Project Agreement, dated for convenience as of March 15, 2010 (the "Agreement"), which took effect September 14, 2010; and

WHEREAS, pursuant to Article 13 of the Agreement, any change to the terms of the Agreement, including the Term of the Agreement, must be agreed upon in a written amendment to the Agreement signed by all parties thereto.

WHEREAS, the parties hereto desire to increase the term of and amend the Agreement.

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

The Agreement shall be amended as follows:

- 1.01. **Section 3.3.1 of the Agreement, Page 6, the sentence now reading:**
"The term of this Project Agreement shall be five (5) years from the date of execution by the last signatory to this Project Agreement."

shall be amended and restated in its entirety to read:

"The term of this Project Agreement shall be six (6) years from the date of execution by the last signatory to this Project Agreement; provided, however, that, notwithstanding the role of the PMO and the Program Director, the term of this Project Agreement may be extended in one (1)-year increments for up to an additional two (2) years by mutual agreement in writing between the Senior Assistant General Manager of LADWP's Power System and the authorized designees of the governing bodies and authorities of each University, at the sole discretion of each."

- 1.02. **Section 3.3.2 of the Agreement, Page 6, which reads:**
"This Project Agreement may be extended by mutual agreement among the Parties in writing for up to an additional three (3) years, provided that the governing bodies and authorities of each Party approves, at the sole

discretion of each. This Project Agreement may be extended without the participation of one or more Universities electing not to participate, provided that LADWP and at least one University wish to participate, provided that LADWP and at least one university wish to continue the Project. If no University wishes to further participate, the Parties agree that LADWP is free to continue ongoing participation with DOE for Smart Grid Grant activities as LADWP may find convenient.”

shall be amended and restated in its entirety to read:

“This Project Agreement may be extended without the participation of one or more Universities electing not to participate, provided that LADWP, at the sole discretion of the Senior Assistant General Manager of its Power System, and at least one University wish to participate, provided that LADWP, at the sole discretion of the Senior Assistant General Manager of its Power System, and at least one university wish to continue the Project. If no University wishes to further participate, the Parties agree that LADWP is free to continue ongoing participation with DOE for Smart Grid Grant activities as LADWP may find convenient.”

2. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific amendment need not be made in any note, document, agreement, letter, certificate, the Agreement itself, or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT SHALL BE GOVERNED BY THE GOVERNING LAW FOR THE AGREEMENT UNDER THE TERMS OF THE AGREEMENT.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Amendment is effective from the date of execution by the last signatory.

[Signature Page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective representatives who are duly authorized so to do as of the respective dates of execution written below.

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

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

Date: _____ By: _____
Marcie L. Edwards, General Manager

And: _____
Secretary

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

Date: _____ By: _____
Title: _____

REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ACTING THROUGH ITS LOS ANGELES CAMPUS

Date: _____ By: _____
Title: _____

UNIVERSITY OF SOUTHERN CALIFORNIA

Date: _____ By: _____
Title: _____

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

NOV 17 2015

BY Brian E. Stewart
BRIAN E. STEWART
DEPUTY CITY ATTORNEY

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

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

Date: _____ By: _____
Marcie L. Edwards, General Manager

And: _____
Secretary

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

Date: DEC 1 2015 By: *NAR NAZARI*, NAR NAZARI
Title: CONTRACTING OFFICER

REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ACTING THROUGH ITS LOS ANGELES CAMPUS

Date: _____ By: _____
Title: _____

UNIVERSITY OF SOUTHERN CALIFORNIA

Date: _____ By: _____
Title: _____

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

NOV 17 2015

Brian E. Stewart
BRIAN E. STEWART
DEPUTY CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective representatives who are duly authorized so to do as of the respective dates of execution written below.

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

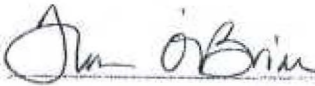
BY BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF
LOS ANGELES

Date: _____ By: _____
Marcie L. Edwards, General Manager
And: _____
Secretary

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

Date: _____ By: _____
Title: _____

REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ACTING THROUGH ITS LOS ANGELES CAMPUS

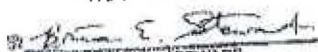
Date: 11-25-2015 By: 
Flora O'Brien
Title: _____
Contract and Grant Officer

UNIVERSITY OF SOUTHERN CALIFORNIA

Date: _____ By: _____
Title: _____

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

NOV 17 2015


BRIAN E. STEWART
DEPUTY CITY ATTORNEY

Signature Page to First Amendment to Smart Grid Demonstration Project Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective representatives who are duly authorized so to do as of the respective dates of execution written below.

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

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

Date: _____ By: _____
Marcie L. Edwards, General Manager

And: _____
Secretary

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

Date: _____ By: _____
Title: _____

REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ACTING THROUGH ITS LOS ANGELES CAMPUS

Date: _____ By: _____
Title: _____

UNIVERSITY OF SOUTHERN CALIFORNIA

Date: 12/02/2015 By: _____
Teri Hansen
Title: Associate Director

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

NOV 17 2015

BY Brian E. Stewart
BRIAN E. STEWART
DEPUTY CITY ATTORNEY