

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF INYO AND CITY OF LOS ANGELES DEPARTMENT OF
WATER AND POWER CONCERNING OPERATION AND FUNDING OF THE LOWER
OWENS RIVER PROJECT**

THIS AMENDMENT NO. 2 to the Agreement Between the County of Inyo (County) and City of Los Angeles Department of Water and Power (LADWP) Concerning Operation and Funding of the Lower Owens River Project (LORP) (Agreement) is made and entered into by and between LADWP and the County, who are referred to under this Amendment as "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Agreement was approved May 18, 2010 with a termination date of July 11, 2022; and

WHEREAS, the Agreement was extended for two years through Amendment No. 1 until July 11, 2024; and

WHEREAS, operations, maintenance, hydrologic monitoring, and some adaptive management will continue in the LORP beyond the expiration of the Agreement; and

WHEREAS, representatives of the LADWP and the County have prepared Amendment No. 2 to the Agreement to their governing boards for approval to extend the Agreement for a period of two years (until July 11, 2026) to allow for the continuation of joint funding of LORP post-implementation costs by LADWP and the County;

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

AMENDMENT

Amendment No. 2 to the Agreement

Section II.A. Commencement of Post Implementation Funding Obligations, currently reads:

The commitments of LADWP and the County to jointly fund and operate the post implementation costs and activities of the LORP commenced on July 11, 2007. In this agreement, the Parties define their responsibilities for jointly funding and conducting post-implementation activities required. After July 11, 2024, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted. The Parties do not intend by this agreement to redefine or reinterpret any provision of the MOU; however, by Section P of this agreement, the Parties intend to modify Section A.2 of the LORP Funding Agreement dated September 16, 2005.

Section II.A. Commencement of Post Implementation Funding Obligations, is now amended to read:

The commitments of LADWP and the County to jointly fund and operate the post

implementation costs and activities of the LORP commenced on July 11, 2007. In this agreement, the Parties define their responsibilities for jointly funding and conducting post-implementation activities required. After July 11, 2026, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted. The Parties do not intend by this agreement to redefine or reinterpret any provision of the MOU; however, by Section P of this agreement, the Parties intend to modify Section A.2 of the LORP Funding Agreement dated September 16, 2005.

Section II.J.2.d. Debits and Payments, currently reads:

On each July 21 following July 21, 2009, through July 21, 2023 (or on the next business day thereafter if a July 21 is not a business day), for as long as sufficient funds remain in the Post Implementation Credit, LADWP shall annually reduce the credit by the County's cost obligation identified in that year's annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.d. Debits and Payments, is now amended to read:

On each July 21 following July 21, 2009, through July 21, 2025 (or on the next business day thereafter if a July 21 is not a business day), for as long as sufficient funds remain in the Post Implementation Credit, LADWP shall annually reduce the credit by the County's cost obligation identified in that year's annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.e. Debits and Payments, currently reads:

Once the balance in the Post Implementation Credit has been reduced to an amount that is insufficient to cover the amount of the required debit, LADWP will reduce the Post Implementation Credit to zero, and the County will make a payment to LADWP from the Trust Account in the amount of the difference. Thereafter, on or before July 21 of each year through July 21, 2023, the County shall make an annual payment to LADWP from the Trust Account in the amount of the County's cost obligation identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.e. Debits and Payments, is now amended to read:

Once the balance in the Post Implementation Credit has been reduced to an amount that is insufficient to cover the amount of the required debit, LADWP will reduce the Post Implementation Credit to zero, and the County will make a payment to LADWP from the Trust Account in the amount of the difference. Thereafter, on or before July 21 of each year through July 21, 2025, the County shall make an annual payment to LADWP from the Trust Account in the amount of the County's cost obligation identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.f. Debits and Payments, currently reads:

If, on or before November 1, 2023, the amount remaining in the Trust Account is insufficient to cover a required payment to LADWP, the County shall pay the remaining balance in the Trust Account to LADWP and shall make a supplemental payment in the amount of the difference to LADWP; on or before November 1 of each year through November 1, 2023, the County shall make an annual payment to LADWP in the amount of the County's share of any post-implementation cost or activity (including adaptive management measures) identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.f. Debits and Payments, is now amended to read:

If, on or before November 1, 2025, the amount remaining in the Trust Account is insufficient to cover a required payment to LADWP, the County shall pay the remaining balance in the Trust Account to LADWP and shall make a supplemental payment in the amount of the difference to LADWP; on or before November 1 of each year through November 1, 2025, the County shall make an annual payment to LADWP in the amount of the County's share of any post-implementation cost or activity (including adaptive management measures) identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.3. Annual Accounting Reports, currently reads:

Beginning on October 31, 2009, and on or before each October 31 thereafter through October 31, 2024, an annual accounting report that describes the work performed pursuant to the previous year's approved work plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved work plan and budget. The costs will be documented by timesheets and other appropriate documentation. It is recognized that actual costs incurred by the Parties will likely be different than the amounts budgeted in the approved work plan(s). The accounting must be approved by the governing board of each Party or by the Party's designee.

Section II.J.3. Annual Accounting Reports, is now amended to read:

Beginning on October 31, 2009, and on or before each October 31 thereafter through October 31, 2026, an annual accounting report that describes the work performed pursuant to the previous year's approved work plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's

approved work plan and budget. The costs will be documented by timesheets and other appropriate documentation. It is recognized that actual costs incurred by the Parties will likely be different than the amounts budgeted in the approved work plan(s). The accounting must be approved by the governing board of each Party or by the Party's designee.

Section II.T. Term, currently reads:

The provisions of this agreement will terminate on July 11, 2024; however, for the purpose of allowing for an audit to be conducted pursuant to Section II.J.3.d, and to allow time for the reconciliation of any accounting disputes that may arise under Section II.J.3.d the Parties agree that the applicable provisions of the agreement will be extended as necessary for those limited purposes. The Parties will make a determination of the obligations for any ongoing operation and maintenance activities and associated funding at the time of the effective termination of this agreement.

Section II.T. Term, is now amended to read:

The provisions of this agreement will terminate on July 11, 2026; however, for the purpose of allowing for an audit to be conducted pursuant to Section II.J.3.d, and to allow time for the reconciliation of any accounting disputes that may arise under Section II.J.3.d the Parties agree that the applicable provisions of the agreement will be extended as necessary for those limited purposes. The Parties will make a determination of the obligations for any ongoing operation and maintenance activities and associated funding at the time of the effective termination of this agreement.

Except as herein amended above, all other terms and conditions of Agreement shall remain in full force and effect.

This Amendment No. 2 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same amendment. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures. This Amendment No. 2 consists of five (5) pages.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement on the date indicated.

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Agreement.

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

By: _____

JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Date: _____

And: _____

CHANTE L. MITCHELL
Board Secretary

COUNTY OF INYO

By: _____



NATE GREENBERG
Inyo County Administrator

Date: 06/25/2024

**APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, CITY ATTORNEY**

July 3, 2024



BY _____

**MORGAN L. HECTOR
DEPUTY CITY ATTORNEY**