

WHEREAS, the City of Los Angeles, acting by and through the Department of Water and Power (LADWP), a municipal corporation of the State of California; the United States of America acting through the Secretary of the Interior, Bureau of Reclamation; Arizona Public Service Company (APS); Nevada Power Company d/b/a NV Energy, a Nevada corporation; Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona; and Tucson Electric Power Company, formerly known as Tucson Gas and Electric Company, an Arizona corporation are Navajo Participants in the Navajo Project; and

WHEREAS, pursuant to the terms and conditions of the Amended and Restated Navajo Co-Tenancy Agreement, DWP No. BP 19-006 (Navajo CTA), as it may be amended from time to time, the Navajo Participants are joint owners in the Navajo Project, consisting of the Navajo Southern Transmission System (STS), and the Navajo Western Transmission System; and

WHEREAS, 302PN 8me, LLC, a Delaware limited liability company, herein referred to as Interconnection Customer, submitted an interconnection request to APS, the Operating Agent of STS, to physically interconnect a 2000 megawatt (MW) photovoltaic solar generating facility with a combination of 2,000 MW Battery Energy Storage System to the Navajo 500 kiloVolt Switchyard, a component of the STS (Interconnection Project); and

WHEREAS, the Interconnection Project is not expected to have a negative financial impact on LADWP; and

WHEREAS, the execution of the Large Generator Interconnection Agreement, between the Interconnection Customer and the Navajo Participants for Q255, Contract No. 54483, DWP No. 23-011, (Navajo LGIA) is required for the Interconnection Project; and

WHEREAS, the Navajo LGIA establishes the costs, terms, and conditions for the construction, operation, and maintenance of the facilities needed for the Interconnection Customer to physically interconnect the Interconnection Project to the Navajo Project; and

WHEREAS, the Navajo LGIA shall remain in effect unless the first of the following events occur: (i) the termination of the Navajo CTA or any replacement agreement thereof; (ii) termination pursuant to Article 5.16 therein; (iii) termination pursuant to Article 20 therein; (iv) written agreement of all parties to terminate; or (v) upon no less than 90 calendar days advance written notice of termination from the Interconnection Customer to the Operating Agent.

NOW, THEREFORE, BE IT RESOLVED that the Navajo LGIA, a copy of which is on file with the Secretary of the Board of Water and Power Commissioners (Board) and approved as to form and legality by the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Board requests that the Los Angeles City Council (City Council) approve, by ordinance, the Navajo LGIA, and authorize the Board to act on and approve all future amendments of said agreement, without further approval by the City Council.

BE IT FURTHER RESOLVED that the President or Vice President of the Board, 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 be and they are hereby authorized and directed to execute said Navajo LGIA for and on behalf of the LADWP upon approval of said agreement by the City Council, by ordinance, pursuant to Section 674 of the Charter of the City of Los Angeles.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held Jan 28, 2025.

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

December 2, 2024

BY Syndi Driscoll
SYNDI DRISCOLL
DEPUTY CITY ATTORNEY

Shantia Mitchell
Secretary