

**WHEREAS**, the City of Los Angeles, acting by and through the Department of Water and Power (LADWP); the United States of America Department of Interior Bureau of Reclamation; Arizona Public Service Company, an Arizona Corporation (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 (SRP); and Tucson Electric Power Company, an Arizona corporation (TEP) are individually referred to as the Navajo Participant or collectively as Navajo Participants in the Navajo Project; and

**WHEREAS**, the Navajo Participants are joint owners in the Navajo Project, consisting of the Navajo Southern Transmission System (STS), and the Navajo Western Transmission System (WTS); and

**WHEREAS**, currently, the Navajo Participants' rights and obligations in the Navajo Project are governed by: (1) the Amended and Restated Navajo Co-Tenancy Agreement No. BP 19-006 (Amended and Restated CTA); (2) the Amended and Restated Navajo Southern Transmission System Operating Agreement No. BP 19-007 (Amended and Restated STSA); and (3) the Amended and Restated Navajo Western Transmission System Operating Agreement No. BP 19-008 (Amended and Restated WTSA); collectively Amended and Restated Navajo Project Agreements; and

**WHEREAS**, the Navajo Participants now desire to enter into the Second Amended and Restated Navajo Co-Tenancy Agreement No. BP22-014 to: (1) update specific terms and conditions relating to the operation and maintenance of the Navajo Project to make it consistent with the current agreed-upon practices on the Navajo Project; (2) revise the language in Section 12 (Destruction) to allow the Navajo Participants flexibility to decide if and when the facilities should be restored depending on the cost of restoration; (3) remove in its entirety Exhibits B, G, and J, and replace them with amended versions that accurately reflect the current Navajo Participants' ownership shares, cost responsibility, and the facilities as it currently exists; (4) add a new Exhibit K outlining the procedures for determining the minimum restoration level on the Navajo Project; and (5) make this agreement consistent with changes being made to the Second Amended STSA and Second Amended and Restated WTSA (Second Amended and Restated CTA); and

**WHEREAS**, the Navajo Participants now desire to enter into the Second Amended and Restated Navajo Southern Transmission System Operating Agreement No. BP 22-015 to: (1) update the responsibility for the operation and maintenance costs found in Exhibit B for the period of January 1, 2020, through December 31, 2029; (2) update minor language changes throughout the agreement; (3) remove in its entirety the existing Exhibits A, B, K, and M-1 and replace them with amended versions that accurately reflect the current Navajo Participants' ownership shares, cost responsibility, and the facilities as it currently exists; and (4) make this agreement consistent with changes being made to the Second Amended and Restated CTA and Second Amended and Restated WTSA (Second Amended and Restated STSA); and

**WHEREAS**, the Navajo Participants now desire to enter into the Second Amended and Restated Navajo Western Transmission System Agreement No. BP 22-016 to: (1) update the responsibility for the operation and maintenance costs found in Exhibit B for the period of January 1, 2020 through December 31, 2029; (2) update minor language changes throughout the agreement; (3) remove in its entirety Exhibits A, B, and K and replace them with amended versions that accurately reflect the Navajo Participants' ownership shares, cost responsibility, and the facilities as it currently exists; and (4) make this agreement consistent with changes being made to the Second Amended and Restated CTA and Second Amended and Restated STSA (Second Amended and Restated WTSA); and

**WHEREAS**, the Second Amended and Restated CTA, Second Amended and Restated STSA, and Second Amended and Restated WTSA (collectively the Second Amended and Restated Navajo Project Agreements), once effective, will supersede the Amended and Restated Navajo Project Agreements.

**NOW, THEREFORE, BE IT RESOLVED** that the Second Amended and Restated Navajo Project Agreements, copies of which are 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** the Board requests that the Los Angeles City Council approve, by ordinance, the Second Amended and Restated Navajo Project Agreements and authorize the Board to act on and approve all future amendments to said agreements, without further approval by the City Council provided that such amendment does not increase the cost or extend the term of said agreements.

**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 agreements.

**BE IT FURTHER RESOLVED** that the President or Vice President, 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 are hereby authorized and directed to execute the Second Amended and Restated Navajo Project Agreements for and on behalf of the LADWP upon approval by City Council pursuant to City Charter Section 674.

**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

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

October 18, 2024

BY   
SYNDI DRISCOLL  
DEPUTY CITY ATTORNEY

  
Secretary