



March 1, 2024

The Honorable Debbie-Anne A. Reese
Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: California Independent System Operator Corporation

Filing of Revisions to Planning Coordinator Agreements, Request for Waiver of Notice Requirement, and Request for CEI and Privileged Treatment

Docket No. ER24-_____-000

Dear Secretary Reese:

The California Independent System Operator Corporation (“CAISO”) submits for Commission filing and acceptance revisions to Planning Coordinator Agreements previously filed with the Commission to include the dates to which the initial three-year terms of the Planning Coordinator Agreements have been extended, as well as minor supporting edits and updates to the Attachments thereto (collectively, the “Revisions”).¹ Specifically, the CAISO has modified the following Planning Coordinator Agreements to incorporate the Revisions:

- The Planning Coordinator Agreement between the CAISO and the City and County of San Francisco (“San Francisco”), CAISO Rate Schedule No. 80 (“RS 80”);²

¹ The CAISO submits this filing pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d, and Part 35 of the Commission’s regulations, 18 C.F.R. Part 35. Capitalized terms not otherwise defined herein have the meanings set forth in the CAISO Tariff and the Planning Coordinator Agreements.

² Accepted by Commission letter order issued on November 9, 2015 in Docket No. ER15-2642-000.

- The Planning Coordinator Agreement between the CAISO and the Metropolitan Water District of Southern California (“MWD”), CAISO Rate Schedule No. 84 (“RS 84”);³
- The Planning Coordinator Agreement between the CAISO and Southern California Edison (“SCE”), CAISO Rate Schedule No. 87 (“RS 87”);⁴ and
- The Planning Coordinator Agreement between the CAISO and the City of Santa Clara, doing business as Silicon Valley Power (“SVP”), CAISO Rate Schedule No. 104 (“RS 104”).⁵

The CAISO respectfully requests waiver of the Commission’s notice requirement to permit Commission acceptance of each of the listed Planning Coordinator Agreements, as revised by this filing, effective March 5, 2024.⁶

I. Background

As explained in more detail in the original filings of the Planning Coordinator Agreements listed above, each Planning Coordinator Agreement sets forth the terms under which the CAISO will serve as the Planning Coordinator (as that term is defined by the North American Electric Reliability Corporation (“NERC”)) for the transmission facilities owned by the counterparty and that are part of the Bulk Electric System (“BES”) and located within CAISO’s Balancing Authority Area. The Planning Coordinator Agreements promote reliability within the CAISO’s Balancing Authority Area, and compliance with NERC standards, by allowing the CAISO to serve as the Planning Coordinator for the CAISO’s customers.

Section 4.3 of each Planning Coordinator Agreement states in relevant part that the Planning Coordinator Agreement “shall remain in full force and effect for three (3) years from the Effective Date (‘Current Term’) or until terminated pursuant to Section 4.4 of this Agreement,” and that “[t]he Parties may mutually

³ Accepted by Commission letter order issued on December 8, 2016 in Docket No. ER17-170-000.

⁴ Accepted by Commission letter order issued on May 5, 2017 in Docket No. ER17-1222-000.

⁵ Accepted by Commission letter order issued on April 16, 2018 in Docket No. ER18-862-000.

⁶ As it did in the initial submittal of each Planning Coordinator Agreement modified by this filing, the CAISO also continues to request that the Commission maintain the confidentiality of materials contained in Attachment 1 to each Planning Coordinator Agreement regarding facilities information. In addition, the CAISO requests that the Commission maintain the confidentiality of materials contained in Attachment 4 to each Planning Coordinator Agreement regarding contact information.

agree in writing to extend the term of the Agreement at any time.”⁷ Section 4.3 of each Planning Coordinator Agreement is silent as to whether a modification to the Planning Coordinator Agreement to extend the initial three-year term must be filed with the Commission.

II. The Revisions to the Planning Coordinator Agreements

Pursuant to the provisions of Section 4.3 of each Planning Coordinator Agreement included in this filing, the CAISO and the relevant counterparty have mutually agreed in writing to extend the term of the Planning Coordinator Agreement beyond its initial three-year term. The extension of the initial three-year term is reflected in amendments to the Planning Coordinator Agreements between the CAISO and the relevant counterparty (collectively, the “Amendments,” consisting of the “First Amendments” and the “Second Amendments”), which contain the Revisions to each Planning Coordinator Agreement.

The Planning Coordinator Agreements with San Francisco, MWD, and SCE have each been amended twice since their acceptance by the Commission. The Planning Coordinator Agreement with SVP has been amended once.⁸

The First Amendments each extended the initial term in Section 4.3 of the Agreements another three years. The First Amendments to the Planning Coordinator Agreements with MWD and SVP also adjusted the maximum contract amounts in Section 4.1 in response to the extended three-year term. The First Amendment with SVP also clarified that it will study both its BES and non-BES facilities specified in Attachment 1 to its Planning Coordinator Agreement.

The Second Amendment to the Planning Coordinator Agreement with San Francisco extended the term another ten years. The Second Amendments to the Planning Coordinator Agreements with MWD and SCE changed the term to open ended, subject to termination by either party pursuant to the Agreement. The

⁷ Section 4.3 of each Planning Coordinator Agreement contains the same substantive language regarding the initial term length of the Agreement.

⁸ In addition to the Revisions discussed above, the Amendments also included non-material updates to information in the Attachments to the Planning Coordinator Agreements. These changes included updates to the facilities information (Attachment 1), the applicable Reliability Standards (Attachment 2), the CAISO’s Cost of Service Study (which is updated every three years) (Attachment 3), and the parties’ contact information (Attachment 4), none of which affect the substantive provisions of the Planning Coordinator Agreements. In the Second Amendments, the parties added language to the “Amendments” provision in the Planning Coordinator Agreements clarifying that changes to the Attachments or to the Planning Coordinator Agreement and that do not result in a material change to the parties’ obligations or performance can be made via a letter agreement between the parties.

Second Amendments contained a few additional edits necessary to support these longer terms. Specifically, Section 4.1.1 reflected further adjustments to the maximum contract amounts in response to the extended term. In addition, Sections 3.1 and 4.1.1 were amended to state the parties will meet regarding any changes to the number of the customer's bulk electric system circuits and, in any event, at least every three years to discuss any revisions needed to the Agreement or its Attachments.⁹

Pursuant to the extensions of the initial three-year term described above, the CAISO has continued to provide Planning Coordinator services to its customers, and the methodology for calculating the rates under the Planning Coordinator Agreements has not changed.¹⁰ Thus, the fact that the CAISO did not file the Revisions at the time the CAISO and the counterparty reached mutual agreement pursuant to Section 4.3 has had no practical impact on the CAISO or its customers. The CAISO also notified each of the affected customers (San Francisco, MWD, SCE, and SVP) of its decision to file these Revisions with the Commission, and they did not express any objection or concern with this approach. The CAISO intends to promptly file any revisions that contain future extensions, pursuant to Section 4.3 of a Planning Coordinator Agreement.

III. Effective Date and Request for Waiver of Notice Requirement

The CAISO requests that the Commission accept each amended Planning Coordinator Agreement included in this filing, which incorporates the Revisions, effective March 5, 2024. To permit this effective date, the CAISO respectfully requests waiver of the Commission's notice requirement.¹¹ Good cause exists to grant the requested waiver because the counterparties have already agreed to all of the Revisions, and the modifications do not modify any of the rates under the Planning Coordinator Agreements, which remain unchanged and in effect.

⁹ The Second Amendments also made a clarifying edit to Section 4.1.1, updating the term "CAISO annual budget and Grid Management Charge Rates" to "the CAISO's most recently published Cost of Service Study." This change is for clarification purposes only and more accurately reflects the title of the study used to calculate the CAISO's Transmission Planning Process cost per transmission circuit. The change does not affect in any way the calculation of the rate charged to San Francisco, MWD, or SCE under the Agreements accepted by the Commission.

¹⁰ Section 4.4 of each Planning Coordinator Agreement specifies procedures for terminating the Planning Coordinator Agreement. The CAISO and the counterparties to the Planning Coordinator Agreements have not taken any steps to terminate them, have continued to perform under the Planning Coordinator Agreements without interruption, and will continue to do so unless the Commission directs otherwise in response to this submission.

¹¹ Specifically, the CAISO requests waiver, pursuant to Section 35.11 of the Commission's regulations (18 C.F.R. § 35.11), of the 60-day notice requirement set forth in Section 35.3(a)(1) of the Commission's regulations (18 C.F.R. § 35.3(a)(1)).

Therefore, the Commission should accept the Revisions to the Planning Coordinator Agreements effective March 5, 2024.

IV. Request for Confidential Treatment

As it did in the initial submittal of each Planning Coordinator Agreement modified by this filing, the CAISO continues to request confidential treatment of Attachment 1 to each revised Planning Coordinator Agreement. Attachment 1 is a diagram of the counterparty's BES facilities and, thus, includes Critical Energy Infrastructure Information ("CEII") (as defined in 18 C.F.R. Section 388.113) that is being submitted pursuant to 18 C.F.R. Section 388.112. Accordingly, the information is exempt from mandatory public disclosure requirements under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, and should be withheld from public disclosure. Notwithstanding this fact, the CAISO requests that the Commission provide the CAISO with notice of any FOIA requests and the opportunity to participate in any proceeding initiated to determine whether the Commission should direct disclosure of the aforementioned information.

In addition, pursuant to 18 C.F.R. Section 388.112, the CAISO requests Privileged treatment for the information contained in Attachment 4 to each revised Planning Coordinator Agreement. The CAISO requests that the Commission provide the CAISO with notice of any FOIA requests and the opportunity to participate in any proceeding initiated to determine whether the Commission should direct disclosure of the aforementioned information.¹²

V. Service

The CAISO has served copies of this filing upon all parties to the proceedings in which the original versions of the Planning Coordinator Agreements modified in this filing were accepted, all scheduling coordinators, the California Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

¹² In accordance with 18 C.F.R. Section 388.112(b), the CAISO provides a form of protective order in Attachment E to this filing.

VI. Correspondence

The CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John E. Spomer*
Lead Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Tel: (916) 804-0389
Fax: (916) 608-7222
E-mail: jspomer@caiso.com

* Individual designated for service pursuant to Rule 203(b)(3),
18 C.F.R. § 203(b)(3).

VII. Contents of Filing

In addition to this transmittal letter, this filing contains the following attachments:

Attachment A-1	Clean RS 80 as revised by this filing
Attachment A-2	Red-lined RS 80 as revised by this filing
Attachment A-3	CEII – Clean Attachment 1 as revised by this filing
Attachment A-4	CEII – Red-lined Attachment 1 as revised by this filing
Attachment A-5	Privileged – Clean Attachment 4 as revised by this filing
Attachment A-6	Privileged – Red-lined Attachment 4 as revised by this filing
Attachment B-1	Clean RS 84 as revised by this filing
Attachment B-2	Red-lined RS 84 as revised by this filing
Attachment B-3	CEII – Clean Attachment 1
Attachment B-4	Privileged – Clean Attachment 4 as revised by this filing

Attachment B-5	Privileged – Red-lined Attachment 4 as revised by this filing
Attachment C-1	Clean RS 87 as revised by this filing
Attachment C-2	Red-lined RS 87 as revised by this filing
Attachment C-3	CEII – Clean Attachment 1 as revised by this filing
Attachment C-4	CEII – Red-lined Attachment 1 as revised by this filing
Attachment C-5	Privileged – Clean Attachment 4 as revised by this filing
Attachment C-6	Privileged – Red-lined Attachment 4 as revised by this filing
Attachment D-1	Clean RS 104 as revised by this filing
Attachment D-2	Red-lined RS 104 as revised by this filing
Attachment D-3	CEII – Clean Attachment 1 as revised by this filing
Attachment D-4	CEII – Red-lined Attachment 1 as revised by this filing
Attachment D-5	Privileged – Clean Attachment 4 as revised by this filing
Attachment D-6	Privileged – Red-lined Attachment 4 as revised by this filing
Attachment E	Form of Protective Order

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VIII. Conclusion

For the reasons set forth in this filing, the CAISO respectfully requests that the Commission accept the revised Planning Coordinator Agreements contained in this filing, effective March 5, 2024.

Respectfully submitted,

By: /s/ John E. Spomer

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Attachment A-1 Clean RS 80

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this 14th day of May 2015, and is entered into, by and between:

(1) City and County of San Francisco, a municipal corporation (“San Francisco” or “City”);

and

(2) California Independent System Operator Corporation, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, currently 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

San Francisco and the CAISO are hereinafter referred to as the “Parties”.

RECITALS

A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824o, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and

B. WHEREAS, the North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and San Francisco, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western United States including California; and

C. WHEREAS, San Francisco owns transmission facilities and generation units connected to those transmission facilities that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“BAA”) (collectively, “SF BES Facilities”) but is not a Participating Transmission Owner (“PTO”) as that term is defined in the FERC approved tariff of CAISO (“CAISO Tariff”); and

D. WHEREAS, San Francisco’s current SF BES Facilities are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2 herein); and

E. WHEREAS, San Francisco is registered with NERC as a Generation Owner, Transmission Owner, Transmission Operator and Transmission Planner under the name of Hetch Hetchy Water and Power (“HHWP”); and

- F. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with “Planning Coordinator”); and
- G. WHEREAS, the City has determined that there is a need for San Francisco to identify a Planning Coordinator for its SF BES Facilities, currently and into the foreseeable future; and
- H. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for San Francisco; and
- I. WHEREAS, pursuant to this Agreement, CAISO agrees to be the Planning Coordinator for San Francisco; and
- J. WHEREAS, the San Francisco Public Utilities Commission (“SFPUC”), a department of San Francisco, obtained a sole source waiver for CAISO on February 20, 2015; and
- K. WHEREAS, approval for this Agreement was obtained when the San Francisco Civil Service Commission approved Contract number PSC 42027-13/14 on August 4, 2014; and
- L. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and San Francisco will discharge their respective duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, THE PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC's "Glossary of Terms Used in NERC Reliability Standards" ("NERC Glossary of Terms").

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

(a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;

(b) the singular shall include the plural and vice versa;

(c) the masculine shall include the feminine and neutral and vice versa;

(d) "includes" or "including" shall mean "including without limitation";

(e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;

(f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;

(g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;

(h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;

(i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;

(j) any reference to a day, week, month or year is to a calendar day, week, month or year; and

(k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 Description of CAISO Responsibilities. While the Agreement is in effect, CAISO shall have the following responsibilities:

(a) CAISO is registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator); and

(b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the SF BES Facilities;

(c) While the Agreement is in effect, CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the SF BES Facilities.

CAISO shall not, as a condition of performing the services set forth above, require San Francisco to become a PTO.

2.2 Description of San Francisco Responsibilities. While the Agreement is in effect, San Francisco shall have the following responsibilities:

(a) San Francisco is registered with NERC as a Transmission Planner; and

(b) San Francisco will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the SF BES Facilities.

ARTICLE III PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and San Francisco anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SF BES Facilities. San Francisco and CAISO shall meet and confer every three (3) years commencing from the Effective Date of the Current Term to revise Attachment 2 by mutual written agreement pursuant to Section 4.21. Regardless of the terms set forth in Attachment 2, the Parties agree that they must each

meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes.

Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for San Francisco. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the SF BES Facilities may be processed pursuant to the interconnection procedures adopted by San Francisco and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

3.3 Interconnections to PTO Facilities. This Agreement does not change the respective rights and responsibilities of CAISO and San Francisco with respect to interconnections to PTO facilities.

3.4 San Francisco's Responsibility for its Facilities. San Francisco will coordinate and cooperate with CAISO in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Planner and a Transmission Owner, San Francisco has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its facilities.

3.5 Provision of Data. San Francisco will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the SF BES Facilities.

3.6 Compliance.

3.6.1 The Parties will cooperate with each other with respect to all compliance related activities, including but not limited to audits, with respect to the Transmission Planner and the Planning Coordinator functions.

3.6.2 Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with an applicable Reliability Standard, including providing reports or data reasonably necessary to support the other party's self-certifications, potential violation reviews, or audits.

3.7 Additional Studies or Assessments By CAISO. San Francisco may request CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator. At its sole discretion,

CAISO may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by San Francisco in accordance with Section 4.1.2 of the Agreement.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment.

4.1.1 Annual Service Fee. San Francisco will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of \$500,000 for six BES transmission circuits (as identified in Attachment 1) from May 14, 2015 through the Current Term. The aggregated not to exceed amount and the BES transmission circuits identified in Attachment 1 are subject to change if there is a change in the number of circuits included in this Agreement.

CAISO shall invoice San Francisco for the first Annual Fee within thirty (30) days of the Effective Date, and, thereafter, shall invoice San Francisco within thirty (30) days of each anniversary of the Effective Date during the Current Term consistent with Section 4.1.3. San Francisco will pay the invoice no later than thirty (30) days after receipt thereof.

The annual service fee will be based on the number of BES transmission circuits that are owned by San Francisco and included in the CAISO’s Transmission Register multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit. The TPP cost per transmission circuit will be based on the data provided in the CAISO’s most recently published Cost of Service Study and the total number of BES transmission circuits owned by the PTOs included in the CAISO’s most current transmission plan. The calculation of the annual service fee is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner. San Francisco and the CAISO will meet and confer should there be a change in the number of BES transmission circuits owned by San Francisco and, in any event, every three years commencing from the Effective Date of the Current Term to revise Attachment 3 by mutual agreement in writing pursuant to Section 4.21.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, San Francisco requests CAISO to undertake additional studies or assessments that are not within CAISO’s responsibility as a Planning Coordinator, and CAISO agrees to undertake such studies or assessments, San Francisco shall compensate CAISO at an hourly rate that is based on CAISO’s internal labor costs plus overhead. Before any studies or assessments are undertaken, CAISO and San Francisco will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to San Francisco monthly invoices for such

studies or assessments consistent with Section 4.1.3 of this Agreement no later than thirty days after undertaking such work.

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be in a form acceptable to San Francisco and include a unique invoice number. San Francisco will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by San Francisco to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality.

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a "Recipient") may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a "Discloser") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. A Recipient shall exercise the same standard of care to protect a Discloser's confidential information as a reasonably prudent contractor would use to protect its own proprietary data. "Confidential Information" means (i) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. The Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d) subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff and San Francisco must comply with San Francisco's Sunshine Ordinance, San Francisco Administrative Code §67.

4.3 Effective Date. This Agreement shall be effective on November 11, 2021 if duly executed by the Parties ("Effective Date") and shall remain in full force and effect until November 10, 2031 ("Current Term") or as terminated pursuant to Section 4.4 of this Agreement. Notwithstanding the foregoing, the Parties agree that the San Francisco Controller must certify the availability of funds and notify the CAISO in writing of such before the Agreement may become effective. The Parties may mutually agree in writing to extend the term of the Agreement at any time pursuant to Section 4.21 of this Agreement, provided that, with respect to San Francisco, such agreement must comply with all applicable San Francisco requirements.

4.4 Termination.

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to San Francisco, in the event that San Francisco commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to San Francisco written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to San Francisco. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a San Francisco uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The notice of termination shall become

effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by San Francisco. San Francisco may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of San Francisco's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing.

4.4.4 Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the San Francisco's Charter. This Agreement will terminate without penalty, liability or expense of any kind to San Francisco at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. San Francisco has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. San Francisco budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. CAISO's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

In addition, charges for services rendered by CAISO under this Agreement will accrue only after prior written authorization certified by the Controller, and the amount of San Francisco's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. Except as may be provided by laws governing emergency procedures, officers and employees of San Francisco are not authorized to request, and San Francisco is not required to reimburse the CAISO for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of San Francisco are not authorized to offer or promise, nor is San Francisco required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the San Francisco Controller. The San Francisco Controller is not authorized to make payments on any contract for which funds

have not been certified as available in the budget or by supplemental appropriation.

4.4.5 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), Section 4.15 (Compliance with San Francisco Laws and Ordinances), Section 4.16 (Taxes), Section 4.19 (Merger), Section 4.20 (Severability) and Section 4.21 (Amendments), (ii) relieve San Francisco of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.6 Transition Assistance. Except in the case of a termination for a default by San Francisco, if San Francisco so requests, the CAISO will reasonably assist San Francisco to transition to another Planning Coordinator, including providing data and assistance, provided that San Francisco will reimburse the CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC or WECC assesses one or more monetary penalties against the CAISO as a Planning Coordinator for the violation of one or more Reliability Standards, and the conduct or omission(s) of San Francisco contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from San Francisco that portion of the penalty that resulted from San Francisco's conduct or omissions(s) provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to San Francisco, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, reasonable levels of Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage. Upon request, CAISO shall provide San Francisco with copies of its certificates of insurance evidencing the coverage maintained pursuant to this Section 4.8 and shall name San Francisco as an additional insured to the extent of its insurable interest. CAISO's insurance policies shall require third party insurers providing Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage supporting this Agreement to waive any rights of subrogation or recovery in favor of San Francisco.

4.9 Uncontrollable Forces Tariff Provisions. The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to San Francisco and references to the CAISO Tariff shall be read as references to this Agreement.

4.10 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of San Francisco, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to San Francisco and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be

made to the representative of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

4.12 Waivers. Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

4.13 Governing Law and Forum. This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in either San Francisco or Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

4.14 Compliance with Laws. The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.

4.15 Compliance with San Francisco Laws and Ordinances. San Francisco is required to advise contracting parties of certain state and local rules and ordinances that these parties must adhere to during the course of performance of a contract with San Francisco. CAISO acknowledges that it has read and understands the rules and ordinances specified in Attachment 5 hereto, and that it complies with these provisions to the extent they are applicable to CAISO's performance of services under this Agreement.

4.16 Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of the CAISO.

4.17 Subcontracting. Neither Party may subcontract this Agreement, or any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

4.18 Non-Discrimination. In the performance of this Agreement, CAISO agrees not to discriminate against any employee, San Francisco employee

working with CAISO, applicant for employment with CAISO, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

4.19 Merger. This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.20 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

4.21 Amendments. This Agreement and the Attachments hereto may be amended from time to time by the mutual agreement of the Parties in writing, but in the case of San Francisco, for material amendments to the Agreement such mutual written agreement must be executed and approved in the same manner as this Agreement. Modifications to the Agreement that do not result in material changes to the Parties' obligations or performance herein may be made pursuant to a letter agreement between the Parties. Subject to the "not to exceed amount" set forth in Section 4.1.1 (Annual Service Fee), Attachments 1 (Diagram), 2 (California ISO (CAISO) and City and County of San Francisco Hetch Hetchy Water and Power (HHWP) Coordination), 3 (Long Term Transmission Planning Cost of Service Calculation), and 5 (Applicable Local Rules and Ordinances) to this Agreement may be changed pursuant to a letter agreement between the Parties. If FERC filing is required for this Agreement, amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If FERC filing is not required for this Agreement, an amendment shall become effective in accordance with its terms.

If FERC filing is required for this Agreement, nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make

application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and San Francisco shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

4.22 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

City and County of San Francisco

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

Jeanne M. Solé
Deputy City Attorney

Attachment 1

Diagram

HHWP BES Transmission Circuits:

1. Intake-Warnerville 230 kV #5
2. Intake-Warnerville 230 kV #6
3. Moccasin Creek-Newark 115kV #3
4. Moccasin Creek-Newark 115kV #4
5. Warnerville-Standiford 115 kV #7
6. Warnerville-Standiford 115 kV #8

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 2¹

California ISO (CAISO) and City and County of San Francisco Hetch Hetchy Water and Power (HHWP) Coordination

1. Facility Interconnection Studies

Applicable standard: FAC-002-3 (4/1/2021)

With respect to interconnections to HHWP facilities, HHWP will conduct interconnection studies pursuant to its facilities interconnection procedures and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from HHWP interconnection studies in its Generator Interconnection and Deliverability Allocation Procedures (“GIDAP”) and Transmission Planning Process (“TPP”) studies. HHWP and CAISO will jointly evaluate, coordinate and cooperate on interconnection studies. This agreement does not affect either (1) interconnections to the CAISO Controlled Grid facilities which will continue to be governed by the CAISO Tariff and Business Practice Manuals (“BPMs”), or (2) HHWP’s rights and responsibilities with respect to such interconnections.

2. Transmission Planning

Affected standards: TPL-001-; (TPL-001-5.1 has a 7/1/2023 effective date); TPL-007-4; WECC Regional Criteria TLP-001-WECC-CRT-3.2; WECC BES Inclusion Guideline.

HHWP will participate in the CAISO TPP. HHWP will submit to the CAISO the information about the HHWP system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with its responsibility to meet Reliability Standards applicable to a Transmission Planner or Transmission Owner, HHWP has the final responsibility and authority over implementing corrective actions, modifications, or changes to its facilities.

3. SOL Methodology, SOLs, IROLs, and Stability Limits

Applicable standards: FAC-010-3, FAC-014-2

¹ The “Applicable standards” noted herein are those in effect as of the execution date of this Planning Coordinator Agreement. However, the Planning Coordinator Agreement shall automatically incorporate requirements set forth in any new applicable standards or revisions of existing applicable standards with Effective Dates during the term of this agreement.

CAISO will document and share its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Authority Area, while FAC-010 continues to be applicable to the Planning Authority (a.k.a., Planning Coordinator), including sharing its SOL Methodology with HHWP. Pursuant to FAC-014-2, HHWP will establish and provide to CAISO SOLs for the HHWP system consistent with the CAISO SOL Methodology, as applicable. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by HHWP.

HHWP will provide to CAISO HHWP's list of multiple HHWP/Adjacent system contingencies (if any) which result in stability limits on the HHWP system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Modeling, Data, and Analysis

Applicable standards: MOD-031-1 (4/1/2021); MOD-032-1; MOD-033-2 4/1/2021)

MOD-031-3 Demand and Energy Data;
MOD-032-1 Data for Power System Modeling and Analysis;
MOD-033-2 Steady-State and Dynamic System Model Validation

HHWP will provide to CAISO HHWP transmission system load and modeling data pursuant to the requirements of MOD-032-1 and the WECC Data Preparation Manual and CEC data collection requirements. Information regarding MOD-032-1 will be provided in the annual base case development process. The CAISO will include this data in its documentation for its Planning Coordinator Area, and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable and dispatchable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the HHWP transmission system load and modeling data and models provided by HHWP as needed to meet its obligations under MOD-031-3, MOD-032-1, and MOD-033.2. There are no HHWP interruptible demands or DCLM load data on the HHWP system.

5. Underfrequency Load Shedding (UFLS)

Applicable standard and regional criteria: PRC-006-5 D.B. Regional Variance for the WECC (see pages 25-28 and pages 29-34 of the NERC Standard), WECC Regional Criteria PRC-006-WECC-CRT-3.1.

HHWP will participate and/or provide information as necessary for CAISO's studies related to PRC-006. HHWP will participate and/or provide information as necessary for the CAISO's activities related to PRC-006-WECC-CRT-3.1.

6. Transmission Relay Loadability

Applicable standard: PRC-023-4

CAISO will include the HHWP system in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-4, R6. Upon request, HHWP will provide facilities information needed by CAISO to perform its PRC-023-4 evaluations.

7. Additional Protection and Control Standards²

Applicable Standards: PRC-010-2 Undervoltage Load Shedding (UVLS), if applicable; PRC-012-2 Remedial Action Schemes (RAS) (1/1/2021 Effective Date), if applicable, PRC-026-1 Relay Performance During Stable Power Swings, if applicable.

Should PRC-010 become applicable to HHWP in the future, HHWP will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

The purpose of PRC-026-1 is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. If, pursuant to PRC-026-1 R1 Criterion 4, the CAISO notifies HHWP of an Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance, HHWP will perform its compliance obligations as a GO and TO subject to PRC-026-1, requirements R2-R4. If any of R1 Criterion 1 – 4 are identified by CAISO as the Planning Coordinator, the CAISO would notify HHWP. HHWP would need to perform its compliance obligations as a GO and TO subject to PRC-026-1 R2-R4.

With respect to PRC-012-2 R4, the CAISO began its R4 RAS evaluation in 2020 with applicable TO/TP input. The R4 RAS evaluation will be performed over the allowed five-year period. CAISO will provide year-end results of the RAS evaluation to each applicable TO/TP who own RAS which have been evaluated during the year. R4 allows for applicable RAS to be reviewed over a five-year period.

² These Standards are applicable to HHWP's Functional Registrations; however, HHWP does not currently own the related equipment or meet the required criteria. If during the term of the Planning Coordinator Agreement HHWP's status related to any of these Standards changes, the responsibilities outlined by the Standards shall be performed by CAISO and/or HHWP as applicable.

Should PRC-012 become applicable to HHWP in the future, CAISO as the Planning Coordinator would provide any relevant information to HHWP in compliance with PRC-012-2 (RAS) R4.

8. Interconnection Reliability Operations and Coordination

Applicable Standard: IRO-017-1 Outage Coordination Requirements R3 & R4

Pursuant to R3, the CAISO as the Planning Coordinator and HHWP as the Transmission Planner will provide their Planning Assessment(s) to RC West as the impacted Reliability Coordinator. Planning Assessments performed by the CAISO on HHWP's behalf will be provided to RC West by the CAISO.

Pursuant to R4, CAISO as the Planning Coordinator and HHWP as the Transmission Planner will jointly develop solutions with RC West as its respective Reliability Coordinator for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

9. Nuclear

NUC-001-4 is applicable to the CAISO as a Planning Coordinator and to its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the CAISO Controlled Grid. NUC-001-4 is not applicable to HHWP, as HHWP does not have any nuclear facilities.

10. Cyber Security Standards

CIP-002-5.1a – Cyber Security – BES Cyber System Categorization Medium Impact Rating (M) Attachment 1 Criteria 2.3, 2.6, 2.9 (if applicable); and possibly:

CIP-014-2 R2 – Physical Security (only if the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1.)

Attachment 3

Long Term Transmission Planning Cost of Service Calculation



Long Term Transmission Planning Cost Calculation

Reference Documents

2019 Cost of Service Study and 2021 GMC Update

<http://www.caiso.com/Pages/DocumentLibrary.aspx?GroupID=225&DocID=5448-Base-1-20-2021-02-04-5790>

Cost of Long Term Transmission Planning (LTPP)
(amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
Develop Infrastructure	80001										
Develop & Monitor Regulatory Contract Procedures	201	95%			5%		\$ 644	0%	\$ -		
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	-		
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	-		
Manage Long Term Transmission Planning	204		100%				\$ 6,618	50%	3,309		
Manage Transmission and Resource Implementation	205		95%		5%		\$ 685	0%	-		
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	-		
NERC/ WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	-		
Seasonal Assessment	208		100%				\$ 284	0%	-		
Manage Queue	209		100%				\$ 786	0%	-		
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	-		
							Total LTPP Direct Costs		\$ 3,309	(1)	= \$6,618 x factor of 50%
<i>Note: Information pulled from the 2019 Cost of Service Study.</i>											
Allocation of Indirect Costs											
Total Direct Net System Operations Costs (before allocation of indirect costs)									\$ 43,934	(2)	
Percentage of LTPP costs to ABC level 2 Direct Costs									7.53%	(3)	= (1) / (2)
Total System Operations Indirect Dollars Allocated									\$ 44,116	(4)	
							Total LTPP Indirect Costs		\$ 3,323	(5)	= (3) * (4)
							Total Long Term Transmission Planning Costs		\$ 6,632	(6)	= (1) + (5)
Annual Planning Coordinator Service Charge Calculation											
Total number of transmission circuits in ISO 2019 Transmission Plan									1,571	(7)	
LTPP cost per transmission circuit in ISO 2019 Transmission Plan									\$ 4.22	(8)	= (6) / (7)
Total number of transmission circuits in HHWP's system									6	(9)	
							Annual Planning Coordinator Service Charge (\$ in 1000s)		\$ 25,328	(10)	= (8) * (9)

Attachment 4

Notices

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 5

Applicable Local Rules and Ordinances

1. Section 21.34 of San Francisco's Administrative Code;
2. Section 21.35 of San Francisco's Administrative Code;
3. Section 15.103 of the City of San Francisco's Charter; Article III, Chapter 2, and Section 1.126 of San Francisco's Campaign and Governmental Conduct Code; and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California;
4. Section 12F.5 of San Francisco's Administrative Code;
5. Chapter 12G of San Francisco's Administrative Code;
6. Sections 12M.2 and 12M.3 of San Francisco's Administrative Code; and
7. Chapters 12B and 12C of San Francisco's Administrative Code.

Possessory Interest Tax Provisions

The CAISO recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the CAISO to possession, occupancy, or use of San Francisco property for private gain. If such a possessory interest is created, then the following shall apply:

- 1) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that the CAISO, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- 2) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. The CAISO accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the San Francisco to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). The CAISO accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) The CAISO further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Attachment A-2 Red-lined RS 80

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this 14th day of May 2015, and is entered into, by and between:

(1) City and County of San Francisco, a municipal corporation (“San Francisco” or “City”);

and

(2) California Independent System Operator Corporation, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, currently 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

San Francisco and the CAISO are hereinafter referred to as the “Parties”.

RECITALS

A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824o, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and

B. WHEREAS, the North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and San Francisco, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western United States including California; and

C. WHEREAS, San Francisco owns transmission facilities and generation units connected to those transmission facilities that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“BAA”) (collectively, “SF BES Facilities”) but is not a Participating Transmission Owner (“PTO”) as that term is defined in the FERC approved tariff of CAISO (“CAISO Tariff”); and

D. WHEREAS, San Francisco’s current SF BES Facilities are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2 herein); and

E. WHEREAS, San Francisco is registered with NERC as a Generation Owner, Transmission Owner, Transmission Operator and Transmission Planner under the name of Hetch Hetchy Water and Power (“HHWP”); and

- F. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with “Planning Coordinator”); and
- G. WHEREAS, the City has determined that there is a need for San Francisco to identify a Planning Coordinator for its SF BES Facilities, currently and into the foreseeable future; and
- H. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for San Francisco; and
- I. WHEREAS, pursuant to this Agreement, CAISO agrees to be the Planning Coordinator for San Francisco; and
- J. WHEREAS, the San Francisco Public Utilities Commission (“SFPUC”), a department of San Francisco, obtained a sole source waiver for CAISO on February 20, 2015; and
- K. WHEREAS, approval for this Agreement was obtained when the San Francisco Civil Service Commission approved Contract number PSC 42027-13/14 on August 4, 2014; and
- L. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and San Francisco will discharge their respective duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, THE PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC's "Glossary of Terms Used in NERC Reliability Standards" ("NERC Glossary of Terms").

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

- (a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) "includes" or "including" shall mean "including without limitation";
- (e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and

(k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 Description of CAISO Responsibilities. While the Agreement is in effect, CAISO shall have the following responsibilities:

(a) CAISO is registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator); and

(b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the SF BES Facilities;

(c) While the Agreement is in effect, CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the SF BES Facilities.

CAISO shall not, as a condition of performing the services set forth above, require San Francisco to become a PTO.

2.2 Description of San Francisco Responsibilities. While the Agreement is in effect, San Francisco shall have the following responsibilities:

(a) San Francisco is registered with NERC as a Transmission Planner; and

(b) San Francisco will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the SF BES Facilities.

ARTICLE III PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and San Francisco anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SF BES Facilities. San Francisco and CAISO shall meet and confer every three (3) years commencing from the Effective Date of the Current Term to may revise Attachment 2 by mutual written agreement pursuant to Section 4.21. Regardless of the terms set forth in Attachment 2, the Parties agree that they

must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes.

Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for San Francisco. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the SF BES Facilities may be processed pursuant to the interconnection procedures adopted by San Francisco and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

3.3 Interconnections to PTO Facilities. This Agreement does not change the respective rights and responsibilities of CAISO and San Francisco with respect to interconnections to PTO facilities.

3.4 San Francisco's Responsibility for its Facilities. San Francisco will coordinate and cooperate with CAISO in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Planner and a Transmission Owner, San Francisco has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its facilities.

3.5 Provision of Data. San Francisco will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the SF BES Facilities.

3.6 Compliance.

3.6.1 The Parties will cooperate with each other with respect to all compliance related activities, including but not limited to audits, with respect to the Transmission Planner and the Planning Coordinator functions.

3.6.2 Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with an applicable Reliability Standard, including providing reports or data reasonably necessary to support the other party's self-certifications, potential violation reviews, or audits.

3.7 Additional Studies or Assessments By CAISO. San Francisco may request CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator. At its sole discretion,

CAISO may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by San Francisco in accordance with Section 4.1.2 of the Agreement.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment.

4.1.1 Annual Service Fee. San Francisco will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee ("Annual Fee"), which will not exceed an aggregate sum of ~~\$50250,000~~ for six BES transmission circuits (as identified in Attachment 1) from May 14, 2015 through ~~during~~ the Current Term ~~of the Agreement.~~ The aggregated not to exceed amount and the BES transmission circuits identified in Attachment 1 are subject to change if there is a change in the number of circuits included in this Agreement.

CAISO shall invoice San Francisco for the first Annual Fee within thirty (30) days of the Effective Date, and, thereafter, shall invoice San Francisco within thirty (30) days of each anniversary ~~of~~ the Effective Date during the Current Term consistent with Section 4.1.3. San Francisco will pay the invoice no later than thirty (30) days after receipt thereof.

The annual service fee will be based on the number of BES transmission circuits that are owned by San Francisco and included in the CAISO's Transmission Register multiplied by CAISO's long term transmission planning process ("TPP") cost per transmission circuit. The TPP cost per transmission circuit will be based on the data provided in the CAISO's most recently published Cost of Service Study ~~annual budget and Grid Management Charge Rates as amended from time to time~~ and the total number of BES transmission circuits owned by the PTOs included in the CAISO's most current transmission plan. The calculation of the annual service fee ~~for each year of the Current Term~~ is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner. San Francisco and the CAISO will meet and confer should there be a change in the number of BES transmission circuits owned by San Francisco and, in any event, every three years commencing from the Effective Date of the Current Term to revise Attachment 3 by mutual agreement in writing pursuant to Section 4.21 using data from the most recently published California ISO Grid Management Charge Update Cost of Service Study.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, San Francisco requests CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator, and CAISO agrees to undertake such studies or assessments, San Francisco shall compensate CAISO

at an hourly rate that is based on CAISO's internal labor costs plus overhead. Before any studies or assessments are undertaken, CAISO and San Francisco will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to San Francisco monthly invoices for such studies or assessments consistent with Section 4.1.3 of this Agreement no later than thirty days after undertaking such work.

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be in a form acceptable to San Francisco and include a unique invoice number. San Francisco will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by San Francisco to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality.

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a "Recipient") may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a "Discloser") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. A Recipient shall exercise the same standard of care to protect a Discloser's confidential information as a reasonably prudent contractor would use to protect its own proprietary data. "Confidential Information" means (i) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. The Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only

that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d) subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff and San Francisco must comply with San Francisco's Sunshine Ordinance, San Francisco Administrative Code §67.

4.3 Effective Date. This Agreement shall be effective on November 11, 2021 ~~if duly as of the later of the date it is~~ executed by the Parties ~~or the date accepted for filing and made effective by FERC, if such FERC filing is required,~~ ("Effective Date") and shall remain in full force and effect until November 10, 2031 ~~for three (3) years from the Effective Date~~ ("Current Term") or as terminated pursuant to Section 4.4 of this Agreement. ~~Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein.~~ Notwithstanding the foregoing, the Parties agree that the San Francisco Controller must certify the availability of funds and notify the CAISO in writing of such before the Agreement may become effective. The Parties may mutually agree in writing to extend the term of the Agreement at any time pursuant to Section 4.21 of this Agreement, provided that, with respect to San Francisco, such agreement must ~~be approved in the same manner as this Agreement and~~ **must** comply with all applicable San Francisco requirements.

4.4 Termination.

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to San Francisco, in the event that San Francisco commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to San Francisco written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to San Francisco. With respect

to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a San Francisco uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by San Francisco. San Francisco may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of San Francisco's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing.

4.4.4 Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the San Francisco's Charter. This Agreement will terminate without penalty, liability or expense of any kind to San Francisco at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. San Francisco has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. San Francisco budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. CAISO's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

In addition, charges for services rendered by CAISO under this Agreement will accrue only after prior written authorization certified by the Controller, and the amount of San Francisco's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. Except as may be provided by laws governing emergency procedures, officers and employees of San Francisco are not authorized to request, and San Francisco is not required to reimburse the CAISO for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized

by amendment and approved as required by law. Officers and employees of San Francisco are not authorized to offer or promise, nor is San Francisco required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the San Francisco Controller. The San Francisco Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

4.4.5 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), Section 4.15 (Compliance with San Francisco Laws and Ordinances), Section 4.16 (Taxes), Section 4.19 (Merger), Section 4.20 (Severability) and Section 4.21 (Amendments), (ii) relieve San Francisco of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.6 Transition Assistance. Except in the case of a termination for a default by San Francisco, if San Francisco so requests, the CAISO will reasonably assist San Francisco to transition to another Planning Coordinator, including providing data and assistance, provided that San Francisco will reimburse the CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or

loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC or WECC assesses one or more monetary penalties against the CAISO as a Planning Coordinator for the violation of one or more Reliability Standards, and the conduct or omission(s) of San Francisco contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from San Francisco that portion of the penalty that resulted from San Francisco's conduct or omissions(s) provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to San Francisco, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, reasonable levels of Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage. Upon request, CAISO shall provide San Francisco with copies of its certificates of insurance evidencing the coverage maintained pursuant to this Section 4.8 and shall name San Francisco as an additional insured to the extent of its insurable interest. CAISO's insurance policies shall require third party insurers providing Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage supporting this Agreement to waive any rights of subrogation or recovery in favor of San Francisco.

4.9 Uncontrollable Forces Tariff Provisions. The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to San Francisco and references to the CAISO Tariff shall be read as references to this Agreement.

4.10 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of San Francisco, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to San Francisco and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be

made to the representative of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

4.12 Waivers. Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

4.13 Governing Law and Forum. This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in either San Francisco or Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

4.14 Compliance with Laws. The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.

4.15 Compliance with San Francisco Laws and Ordinances. San Francisco is required to advise contracting parties of certain state and local rules and ordinances that these parties must adhere to during the course of performance of a contract with San Francisco. CAISO acknowledges that it has read and understands the rules and ordinances specified in Attachment 5 hereto, and that it complies with these provisions to the extent they are applicable to CAISO's performance of services under this Agreement.

4.16 Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of the CAISO.

4.17 Subcontracting. Neither Party may subcontract this Agreement, or any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

4.18 Non-Discrimination. In the performance of this Agreement, CAISO agrees not to discriminate against any employee, San Francisco employee

working with CAISO, applicant for employment with CAISO, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

4.19 Merger. This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.20 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

4.21 Amendments. This Agreement and the Attachments hereto may be amended from time to time by the mutual agreement of the Parties in writing, but in the case of San Francisco, for material amendments to the Agreement such mutual written agreement must be executed and approved in the same manner as this Agreement. Modifications to the Agreement that do not result in material changes to the Parties' obligations or performance herein may be made pursuant to a letter agreement between the Parties. Subject to the "not to exceed amount" set forth in Section 4.1.1 (Annual Service Fee), Attachments 1 (Diagram), 2 (California ISO (CAISO) and City and County of San Francisco Hetch Hetchy Water and Power (HHWP) Coordination), 3 (Long Term Transmission Planning Cost of Service Calculation), and 5 (Applicable Local Rules and Ordinances) to this Agreement may be changed pursuant to a letter agreement between the Parties. If FERC filing is required for this Agreement, amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If FERC filing is not required for this Agreement, an amendment shall become effective in accordance with its terms.

If FERC filing is required for this Agreement, nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make

application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and San Francisco shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

4.22 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

City and County of San Francisco

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

Jeanne M. Solé
Deputy City Attorney

Attachment 1

Diagram

HHWP BES Transmission Circuits:

1. Intake-Warnerville 230 kV #5
2. Intake-Warnerville 230 kV #6
3. Moccasin Creek-Newark 115kV #3
4. Moccasin Creek-Newark 115kV #4
5. Warnerville-Standiford 115 kV #7
6. Warnerville-Standiford 115 kV #8

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 2¹

California ISO (CAISO) and City and County of San Francisco Hetch Hetchy Water and Power (HHWP) Coordination

1. Facility Interconnections Studies

~~Applicable~~ affected standards: ~~FAC-002-1~~; ~~FAC-002-32~~ (effective ~~41/1/2021~~~~16~~); ~~which will replace FAC-002-1~~

With respect to interconnections to HHWP facilities, HHWP will conduct interconnection studies pursuant to its facilities interconnection procedures and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from HHWP interconnection studies in its ~~Large~~ Generator Interconnection ~~and Deliverability Allocation~~ Procedures (“~~GIDAP~~LGIP”) and ~~Transmission Planning Process~~ (“~~TPP~~”) studies. HHWP and CAISO will jointly evaluate, coordinate and cooperate on interconnection studies. This agreement does not affect either (1) interconnections to the CAISO Controlled Grid facilities which will continue to be governed by the CAISO Tariff and ~~Business Practice Manuals~~ (“~~BPMs~~”), or (2) HHWP’s rights and responsibilities with respect to such interconnections.

2. Transmission Planning

Affected standards: ~~TPL-001-4~~; ~~(TPL-001-5.1 has a 7/1/2023 effective (enforcement date: 1/1/2016))~~; ~~TPL-007-4~~; ~~which will replace the four existing TPL standards (TLP-001-0.1, TLP-002-0b, TLP-003-0b, TLP-004-0a), which will be retired on 12/31/2015.~~ WECC Regional Criteria TLP-001-WECC-CRT-~~3.22-1~~; ~~WECC BES Inclusion Guideline.~~

HHWP will participate in the CAISO TPP. HHWP will submit to the CAISO the information about the HHWP system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with its responsibility to meet Reliability Standards applicable to a Transmission Planner or Transmission Owner, HHWP has the final responsibility and authority over implementing corrective actions, modifications, or changes to its facilities.

3. SOL Methodology, SOLs, IROLs, Transfer Capability and Stability Limits

¹ The “Applicable standards” noted herein are those in effect as of the execution date of this Planning Coordinator Agreement. However, the Planning Coordinator Agreement shall automatically incorporate requirements set forth in any new applicable standards or revisions of existing applicable standards with Effective Dates during the term of this agreement.

~~Applicable~~ standards: ~~FAC-010-32.1, FAC-013-2,~~ FAC-014-2

CAISO will document and share its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Authority Area, while FAC-010 continues to be applicable to the Planning Authority (a.k.a., Planning Coordinator), including sharing its SOL Methodology with the HHWP-system. Pursuant to FAC-014-2, HHWP will establish and provide to CAISO SOLs for the HHWP system consistent with the CAISO SOL Methodology, as applicable. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by HHWP.

~~HHWP will provide CAISO facility ratings for CAISO to include in its transfer capability studies performed under FAC-013-2. CAISO will provide its transfer capability methodology and assessment results to HHWP.~~ HHWP will provide to CAISO HHWP's list of multiple HHWP/Adjacent system contingencies (if any) which result in stability limits on the HHWP system (~~see TPL-003~~) for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Modeling, Data, and Analysis

~~Applicable~~ standards: ~~MOD-016-1.1, MOD-017-0.1, MOD-018-0 and MOD-019-0.1, which will be replaced by~~ MOD-031-1 (effective 4/7/2021); MOD-032-1 ~~R1 (effective 7/1/2015); MOD-033-2 R2, R3, R4 (effective 4/7/2021)~~

MOD-031-3 Demand and Energy Data;
MOD-032-1 Data for Power System Modeling and Analysis;
MOD-033-2 Steady-State and Dynamic System Model Validation

HHWP will provide to CAISO HHWP transmission system load and modeling data pursuant to the requirements of MOD-032-1 and the WECC Data ~~Preparation~~ Collection Manual and CEC data collection requirements. Information regarding MOD-032-1 will be provided in the annual base case development process. The CAISO will include this data in its documentation for its Planning ~~Coordinator~~ Authority Area, and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff and ~~the~~ BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable and dispatchable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the HHWP transmission system load and modeling data and models provided by HHWP as needed to meet its obligations under ~~MOD-031-1, MOD-032-1, and MOD-033-2~~ MOD-031-1, MOD-032-1, and MOD-033-2. ~~MOD-019-0.1 is not applicable because there are no HHWP interruptible demands or DCLM load data on the HHWP system.~~

5. Underfrequency Load Shedding (UFLS)

~~Applicable~~ standards and regional criteria: PRC-006-~~54~~ D.B. Regional Variance for the WECC (see pages 25-28 and pages 29-34 of the NERC Standard), WECC Regional Criteria PRC-006-WECC-CRT-3.1. ~~PRC-006-2 (effective 10/1/2015), which will replace PRC-006-4~~

HHWP will participate and/or provide information as necessary for CAISO's studies related to PRC-006. ~~HHWP will participate and/or provide information as necessary for the CAISO's activities related to PRC-006-WECC-CRT-3.1.~~

6. **Transmission Relay Loadability**

~~Applicable~~ standards: ~~PRC-023-43~~

CAISO will include the HHWP system in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-~~43~~, R6. Upon request, HHWP will provide facilities information needed by CAISO to perform its PRC-023-~~43~~ evaluations.

7. Additional Protection and Control Standards²

Applicable Standards: PRC-010-2 Undervoltage Load Shedding (UVLS), if applicable; PRC-012-2 Remedial Action Schemes (RAS) (1/1/2021 Effective Date), if applicable, PRC-026-1 Relay Performance During Stable Power Swings, if applicable.

Should PRC-010 become applicable to HHWP in the future, HHWP will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

The purpose of PRC-026-1 is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. If, pursuant to PRC-026-1 R1 Criterion 4, the CAISO notifies HHWP of an Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance, HHWP will perform its compliance obligations as a GO and TO subject to PRC-026-1, requirements R2-R4. If any of R1 Criterion 1 – 4 are identified by CAISO as the Planning Coordinator, the CAISO would notify HHWP.

² These Standards are applicable to HHWP's Functional Registrations; however, HHWP does not currently own the related equipment or meet the required criteria. If during the term of the Planning Coordinator Agreement HHWP's status related to any of these Standards changes, the responsibilities outlined by the Standards shall be performed by CAISO and/or HHWP as applicable.

HHWP would need to perform its compliance obligations as a GO and TO subject to PRC-026-1 R2-R4.

With respect to PRC-012-2 R4, the CAISO began its R4 RAS evaluation in 2020 with applicable TO/TP input. The R4 RAS evaluation will be performed over the allowed five-year period. CAISO will provide year-end results of the RAS evaluation to each applicable TO/TP who own RAS which have been evaluated during the year. R4 allows for applicable RAS to be reviewed over a five-year period.

Should PRC-012 become applicable to HHWP in the future, CAISO as the Planning Coordinator would provide any relevant information to HHWP in compliance with PRC-012-2 (RAS) R4.

8. Interconnection Reliability Operations and Coordination

Applicable Standard: IRO-017-1 Outage Coordination Requirements R3 & R4

Pursuant to R3, the CAISO as the Planning Coordinator and HHWP as the Transmission Planner will provide their Planning Assessment(s) to RC West as the impacted Reliability Coordinator. Planning Assessments performed by the CAISO on HHWP's behalf will be provided to RC West by the CAISO.

Pursuant to R4, CAISO as the Planning Coordinator and HHWP as the Transmission Planner will jointly develop solutions with RC West as its respective Reliability Coordinator for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

97. Nuclear

NUC-001-4 is applicable to the CAISO as a Planning Coordinator and to its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the CAISO Controlled Grid. NUC-001-4 is not applicable to HHWP, as HHWP does not have any nuclear facilities. Not Applicable.

10. Cyber Security Standards

CIP-002-5.1a – Cyber Security – BES Cyber System Categorization Medium Impact Rating (M) Attachment 1 Criteria 2.3, 2.6, 2.9 (if applicable); and possibly:

CIP-014-2 R2 – Physical Security (only if the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1.)

Attachment 3

Long Term Transmission Planning Cost of Service Calculation



Long Term Transmission Planning Cost Calculation

Reference Documents
2019 Cost of Service Study and 2021 GMC Update
<https://www.iso.net/energy/submitform?form=ABC2019COS2021GMCUpdate&file=ABC2019COS2021GMCUpdate>

Cost of Long Term Transmission Planning (LTTP)
(amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTTP	Formula
Allocation of Direct Costs (ABC Level 2 Activities)										
Develop Infrastructure	80001									
Develop & Monitor Regulatory Contract Procedures	201	95%	100%		5%		\$ 644	0%	\$ -	
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	\$ -	
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	\$ -	
Manage Long Term Transmission Planning	204		100%		5%		\$ 6,618	50%	\$ 3,309	
Manage Transmission and Resource Implementation	205		95%				\$ 685	0%	\$ -	
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	\$ -	
NERC/WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	\$ -	
Seasonal Assessment	208		100%				\$ 284	0%	\$ -	
Manage Queue	209		100%				\$ 786	0%	\$ -	
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	\$ -	
							Total LTTP Direct Costs		\$ 3,309	(1) = 56,618 x factor of 50%

Note: Information pulled from the 2019 Cost of Service Study.

Allocation of Indirect Costs
Total Direct Net System Operations Costs (before allocation of indirect costs)
Percentage of LTTP costs to ABC level 2 Direct Costs

Total System Operations Indirect Dollars Allocated

Total Direct Net System Operations Costs (before allocation of indirect costs)	\$ 43,934	(2)
Percentage of LTTP costs to ABC level 2 Direct Costs	7.33%	(3) = (1) / (2)
Total System Operations Indirect Dollars Allocated	\$ 44,116	(4)
Total LTTP Indirect Costs	\$ 3,323	(5) = (3) * (4)
Total Long Term Transmission Planning Costs	\$ 6,632	(6) = (1) + (5)

Annual Planning Coordinator Service Charge Calculation

Total number of transmission circuits in ISO 2019 Transmission Plan
LTPP cost per transmission circuit in ISO 2019 Transmission Plan

Total number of transmission circuits in HHVP's system

Annual Planning Coordinator Service Charge (\$ in 1000s) = (8) * (9)

Total number of transmission circuits in ISO 2019 Transmission Plan	1,571	(7)
LTPP cost per transmission circuit in ISO 2019 Transmission Plan	\$ 4.22	(8) = (6) / (7)
Total number of transmission circuits in HHVP's system	6	(9)
Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 25,328	(10) = (8) * (9)

Calculation of Annual Service Fee For 2014

Table 1—TPP Cost Calculation Using 2015 GMC Update Cost-of-Service Study³

Cost of Long Term Transmission Planning ⁴						
ABC Level 2 Activities (\$ in thousands) all in Systems-Operations	ABC Level 1	ABC Level 2	Amount	2014 Factor	Allocation	
Regulatory-contract-procedures	80001	201	-\$378	0%	-	
Manage-Generator-Interconnection-Procedures-(GIP)-agreements	80001	202	\$818	0%	-	
Manage-GIP	80001	203	\$2,342	0%	-	
Long Term Transmission Planning—TPP	80001	204	\$4,273	50%	\$2,137	
New-transmission-resources	80001	205	\$552	0%	-	
Transmission-maintenance-studies	80001	206	\$499	0%	-	
Lead-resource-data	80001	207	\$268	0%	-	
Season-assessment	80001	208	\$223	0%	-	
Queue-management	80001	209	\$645	0%	-	
Annual-Delivery-Assessment	80001	210	25	0%	-	
Subtotal: TPP Direct costs (see reference 2)	-	-	\$9,993	-	(1) \$2,137	
Total-System-Operations-Direct-Costs (see reference 1, Table 22)	-	-	-	-	(2) \$48,915	
Percentage of TPP to ABC level 2 Direct Costs [(1)/(2)]	-	-	-	-	(3) 4.37%	
Total-System-Operations-Indirect-Dollars (see reference 1, Table 22)	-	-	-	-	(4) \$88,809	
Subtotal: TPP related indirect costs [(3) x (4)]	-	-	-	-	(5) \$3,879	
Total Direct and Indirect level 2 TPP costs [(1) + (5)]	-	-	-	-	(6) \$6,016	

Annual Planning Coordinator Service Charge Calculation (\$ in thousands)	
Total-number-of-transmission-circuits-in-ISO-2012/2013-Transmission-Plan	(7) 1533
Total-number-of-transmission-circuits-in-San-Francisco-system	(8) 6
TPP-cost-per-transmission-circuit-in-ISO-2013/2014-Transmission-Plan [(6)/(7)]	(9) \$3.92
Initial Annual Planning Coordinator service charge (\$ in 1000s) [(8) x (9)]	\$23,545

³-California-ISO-2015-GMC-Update-Cost-of-Service-Study, April 2, 2014

⁴-Table 14: California-ISO-2015-GMC-Update-Cost-of-Service-Study, April 2, 2014

Attachment 4

Notices

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 5

Applicable Local Rules and Ordinances

1. Section 21.34 of San Francisco's Administrative Code;
2. Section 21.35 of San Francisco's Administrative Code;
3. Section 15.103 of the City of San Francisco's Charter; Article III, Chapter 2, and Section 1.126 of San Francisco's Campaign and Governmental Conduct Code; and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California;
4. Section 12F.5 of San Francisco's Administrative Code;
5. Chapter 12G of San Francisco's Administrative Code;
6. Sections 12M.2 and 12M.3 of San Francisco's Administrative Code; and
7. Chapters 12B and 12C of San Francisco's Administrative Code.

Possessory Interest Tax Provisions

The CAISO recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the CAISO to possession, occupancy, or use of San Francisco property for private gain. If such a possessory interest is created, then the following shall apply:

- 1) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that the CAISO, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- 2) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. The CAISO accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the San Francisco to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). The CAISO accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) The CAISO further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Attachment A-3 R80 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment A-4 RS80 Redline

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment A-5 RS80 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment A-6 RS80 Redline

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment B-1 Clean RS 84

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this _____ day of July 2016, and is entered into, by and between:

(1) The Metropolitan Water District of Southern California, a governmental entity, having its principal place of business located at 700 North Alameda Street, Los Angeles, California 90012 (“MWD”);

and

(2) the California Independent System Operator Corporation, a California nonprofit public benefit corporation, having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

MWD and CAISO are sometimes hereinafter referred to individually as “Party” or collectively as the “Parties”.

RECITALS

A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and

B. WHEREAS, North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and MWD, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western Interconnection including California; and

C. WHEREAS, MWD owns transmission facilities that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“BAA”) (collectively, “MWD BES Facilities”), but MWD is not a Participating Transmission Owner (“PTO”) as that term is defined in the FERC approved tariff of CAISO (“CAISO Tariff”); and

D. WHEREAS, MWD’s current MWD BES Facilities are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2); and

E. WHEREAS, MWD is registered with NERC as a Transmission Owner; and

F. WHEREAS, as of the Effective Date, MWD is not registered as a Transmission Planner but may register with NERC in the future as a Transmission Planner; and

G. WHEREAS, MWD and Southern California Edison (“SCE”) have entered into a Reliability Standards Agreement (“Delegation Agreement”), wherein SCE has agreed to serve as the Transmission Planner, Transmission Operator, and Resource Planner on behalf of MWD; and

I. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with “Planning Coordinator”); and

J. WHEREAS, CAISO and MWD have determined that there is a need to identify a Planning Coordinator for MWD BES Facilities, currently and into the foreseeable future; and

K. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for MWD; and

L. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and MWD will discharge their respective duties and responsibilities as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, THE PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC’s “Glossary of Terms Used in NERC Reliability Standards” (“NERC Glossary of Terms”).

1.1.1 Agreement. The term “Planning Coordinator Agreement” shall mean the Planning Coordinator Agreement dated July 21, 2016 between CAISO and MWD, as amended by the First Amendment fully executed on May 27, 2020.

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

- (a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II

GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 Description of CAISO Responsibilities. While the Agreement is in effect, CAISO shall have the following responsibilities:

(a) CAISO will be registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator);

(b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the MWD BES Facilities; and,

(c) CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the MWD BES Facilities.

CAISO shall not, as a condition of performing the services set forth above, require MWD to become a PTO.

2.2 Description of MWD Responsibilities. While the Agreement is in effect, MWD shall have the following responsibilities:

(a) MWD will either register with NERC as a Transmission Planner (“TP”) or will engage a third party qualified as a TP (“its TP”). Currently, SCE is registered as the TP for MWD’s BES Facilities;

(b) MWD will ensure that either it or its TP will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the MWD BES Facilities; and,

(c) Whenever MWD registers as a TP or engages a third party (other than SCE) to be its TP, MWD’s Authorized Representative (as provided pursuant to Section 4.21) will provide written notice to the CAISO’s Authorized Representative (as provided pursuant to Section 4.21).

ARTICLE III

PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and MWD anticipate coordinating with each other while carrying out their respective responsibilities for a Planning Coordinator or a Transmission Planner with respect to the MWD BES Facilities. MWD and CAISO shall meet and confer every three (3) years commencing from the Effective Date of the Current Term to revise Attachment 2 by mutual written agreement by the Authorized Representatives. Regardless of the terms set forth in Attachment 2, the Parties agree that they must each meet their respective responsibilities for a Planning Coordinator or a Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes.

Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for MWD. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the MWD BES Facilities may be processed pursuant to the interconnection procedures adopted by MWD and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

3.3 Interconnections to PTO Facilities. This Agreement does not change the respective rights and responsibilities of CAISO and MWD with respect to interconnections to PTO facilities.

3.4 MWD's Responsibility for its Facilities. MWD or its TP will coordinate and cooperate with CAISO, as the Planning Coordinator for the MWD BES Facilities, in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Owner, MWD has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its BES Facilities.

3.5 Provision of Data. MWD or its TP will provide to CAISO in a timely manner all model data, including Facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the MWD BES Facilities.

3.6 Compliance.

3.6.1 The Parties will cooperate with each other with respect to all compliance related activities applicable to the Transmission Planner and the Planning Coordinator functions, including, but not limited to audits.

3.6.2 Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with Reliability Standards applicable to the Transmission Planner and the Planning Coordinator functions, including providing reports or data reasonably necessary to support the other Party's self-certifications, potential violation reviews, or audits.

3.7 Additional Studies or Assessments by CAISO. MWD may request CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator. At its sole discretion, CAISO

may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by MWD in accordance with Section 4.1.2 of the Agreement.

ARTICLE IV

GENERAL TERMS AND CONDITIONS

4.1 Payment

4.1.1 Annual Service Fee. MWD will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of \$51,000 for BES transmission circuits as identified in Attachment 1 during the Current Term of the Agreement.

CAISO shall invoice MWD for the first Annual Fee within thirty (30) days of the Effective Date, and shall invoice MWD within thirty (30) days of each anniversary to the Effective Date during the Current Term consistent with Section 4.1.3. MWD will pay the invoice no later than thirty (30) days after receipt thereof.

The Annual Fee will be based on the number of BES transmission circuits that are owned by MWD and included in the CAISO’s Transmission Register multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit. The TPP cost per transmission circuit will be based on the CAISO’s most recently published Cost of Service Study and the most current total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the Annual Fee for the Current Term is set forth in Attachment 3. Subsequent Annual Fees will be calculated in the same manner using data from the most recently published CAISO Cost of Service Study, which is updated every 3 years. MWD and the CAISO will meet and confer should there be a change in the number of BES transmission circuits owned by MWD and, in any event, every three years commencing from the Effective Date of the Current Term to revise Attachment 3 by mutual agreement in writing pursuant to Section 4.21.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, MWD requests CAISO to undertake additional studies or assessments that are not within CAISO’s responsibility as a Planning Coordinator, and CAISO agrees to undertake such studies or assessments, MWD shall compensate CAISO at an hourly rate that is based on CAISO’s internal labor costs plus overhead. Before any studies or assessments are undertaken, CAISO and MWD will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to MWD monthly invoices for such studies or assessments consistent with

Section 4.1.3 of the Agreement no later than thirty days after undertaking such work.

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be sent to MWD at the address specified in Attachment 4 to this Agreement in a form acceptable to MWD and include a unique invoice number. MWD will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by MWD to CAISO at the address specified in Attachment 4 to this Agreement.

4.1.4 Not Used

4.2 Confidentiality

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a "Recipient") may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a "Discloser") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. "Confidential Information" means (i) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. To the extent permitted by law, the Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d) subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff.

4.3 Effective Date. This Agreement shall be effective on December 26, 2022 (“Effective Date”) and shall remain in full force and effect (“Current Term”) or until terminated pursuant to Section 4.4 of this Agreement. Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein.

4.3.1 Nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC’s rules and regulations promulgated thereunder, and MWD shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC’s rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered.

4.4 Termination

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to MWD in the event that MWD commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to MWD written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to MWD. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a MWD

uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The Agreement shall terminate effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by MWD. MWD may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of MWD's notice of termination. The Agreement shall terminate effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing. In the event filing of the termination is required, CAISO shall file a timely notice of termination with FERC. The filing of the Agreement's termination by CAISO with FERC will be considered timely if the CAISO files the notice of termination with FERC within thirty (30) days of the mutual agreement to terminate. The Agreement shall terminate effective on the later of (i) the mutually agreed date of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including without limitation Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), Section 4.18 (Mergers), Section 4.19 (Severability), and Section 4.20 (Amendments), (ii) relieve MWD of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.5 Transition Assistance. Except in the case of a termination for a default by MWD, if MWD so requests, CAISO will reasonably assist MWD to transition to another Planning Coordinator, including providing data and assistance, provided that MWD will reimburse CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC or WECC assesses one or more monetary penalties against CAISO as a Planning Coordinator for the violation of one or more applicable Reliability Standards, and the conduct or omission(s) of MWD as a TP, or its TP, contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from MWD that portion of the penalty that resulted from MWD's conduct or omissions(s) provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to MWD, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, reasonable levels of Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage.

4.9 Uncontrollable Forces Tariff Provisions. The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the

CAISO Tariff to Market Participants shall be read as a reference to MWD and references to the CAISO Tariff shall be read as references to this Agreement.

4.10 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of MWD, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to MWD and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed, shall be made to the representative of the other Party indicated in Attachment 4.

4.12 Waivers. Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matters arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

4.13 Governing Law and Forum. This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder.

The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in either Los Angeles or Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

4.14 Compliance with Laws. The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the

performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.

4.15 Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of the CAISO.

4.16 Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA. MWD is an equal opportunity employer and a federal contractor. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The Parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The Parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. CAISO agrees to submit to MWD evidence of compliance with this article, as applicable, within 30 days of a request.

4.17 Subcontracting. Neither Party may subcontract this Agreement, or any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

4.18 Merger. This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.19 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable,

unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

4.20 Amendments. This Agreement may be amended from time to time by the mutual agreement of the Parties in writing. The Attachments hereto may be modified from time to time by the Authorized Representatives in writing and such modification shall not constitute an amendment to this Agreement. Modifications to the Agreement that do not result in material changes to the Parties' obligations or performance herein may be made pursuant to a letter agreement between the Parties. Subject to the "not to exceed amount" set forth in Section 4.1.1 (Annual Service Fee), Attachments 1: (CRA1 230kV Simplified System Diagram), 2 (California ISO (CAISO) and MWD) Coordination), and 3: (Long Term Transmission Planning Cost of Service Calculation), to this Agreement may be changed pursuant to a letter agreement between the Parties. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective.

4.21 Authorized Representatives. The Parties hereby designate their respective initial Authorized Representatives listed in Attachment 4 as the persons authorized to represent such Party in carrying out the implementation and administration of this Agreement as specified herein. Either CAISO or MWD may change the designation of any of its Authorized Representatives by Notice in accordance with this Agreement. The Authorized Representatives shall have no authority to amend any provision of this Agreement.

4.22 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the dates written hereinafter.

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

Metropolitan Water District of Southern California:

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1

Diagram

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 2, Revision No. 2

CAISO and MWD Coordination for PC and TP Requirements

The version of the standards referenced below are the current and enforceable versions as of the effective date of this contract. Should there be any changes to the applicable standards during the life of this contract; the most recent version will be followed as set out by NERC.

1. Interconnection Studies

Applicable standard: FAC-002-3

With respect to interconnections to the MWD BES Facilities, MWD will conduct reliability impact studies and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from the MWD reliability impact studies of MWD's BES Facilities into the CAISO's Generator Interconnection Deliverability Allocation Procedures ("GIDAP") and Transmission Planning Process ("TPP") studies. MWD or its TP, and the CAISO will jointly evaluate, coordinate and cooperate on reliability impact studies and any potential mitigation solutions, as necessary.

2. Transmission Planning

Applicable NERC standard and WECC criteria: TPL-001-4, and TPL-001-5 as applicable; WECC Regional Criteria TPL-001-WECC-CRT-3.2

MWD or its TP will participate in the CAISO TPP. MWD or its TP will submit to the CAISO necessary modeling information about the MWD system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP by performing technical reliability assessments of MWD's BES Facilities in accordance with its Tariff and BPMs. MWD or its TP, will perform its responsibilities as defined in the TPL-001 roles and responsibilities matrix, and the CAISO will perform its responsibilities as defined in the TPL-001 roles and responsibilities matrix.

3. SOLs, Transfer Capability, Methodologies, and Stability Limits

Applicable standards: FAC-010-3, and FAC-014-2.

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Authority Area, and includes sharing its SOL Methodology with MWD or its TP. MWD or its TP will establish, and provide to CAISO, SOLs for the MWD system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by MWD or its TP. MWD or its TP will provide MWD BES Facility ratings to the CAISO through the MOD-032-1 base case review process. MWD or its TP will provide to CAISO MWD's list of multiple MWD/Adjacent System contingencies (if any) which result in stability limits on the MWD system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 and R4.

R3 requires the CAISO as the Planning Coordinator and MWD as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinators, which includes RC West.

R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator(s) for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

5. Modeling, Data, and Analysis

Applicable standards: MOD-031-3; MOD-032-2; and MOD-033-2 R2.

MWD or its TP will provide to CAISO MWD's transmission system load and modeling data pursuant to the requirements from MOD-032-2. MWD provides MWD's data to the CAISO in accordance with a document entitled "CAISO & MWD Joint Transmission Planning Base Case Preparation Process", which is available on the caiso.com website. This document includes requirements from MOD-032-2 and the WECC Data Preparation Manual. The CAISO will include this data in its documentation for its Planning Authority Area and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff, and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling and reliability analyses. The CAISO will use the MWD's transmission system load and modeling data provided by MWD or its TP as needed to meet CAISO's obligations under MOD-031-3 and MOD-032-2, and MOD-033-2 respectively. There are currently no MWD interruptible demands or DCLM load data on the MWD system.

6. Underfrequency Load Shedding (UFLS)

Applicable standard: PRC-006-5 and WECC criteria PRC-006-WECC-CRT-4 Att. A Reporting Form and PRC-006-WECC-3.1

MWD or its TP will participate in and/or provide information as necessary for CAISO's studies and activities related to PRC-006-5 UFLS and the WECC UFLS criteria PRC-006-WECC-CRT-4.

7. Undervoltage Load Shedding (UVLS)

Applicable standard: PRC-010-2

As of Dec 26, 2019, not currently applicable to MWD.

8. Transmission Relay Loadability

Applicable standard: PRC-023-4

CAISO will include the MWD BES Facilities in its Transmission Register as non-PTO facilities and will include such Facilities in its determination of assessments required under PRC-023-4 Requirement R6, along with sub-requirements 6.1 and 6.2. Upon request, MWD or its TP will provide Facilities information needed by CAISO to perform its PRC-023-4 Requirement R6 evaluations, along with sub-requirements 6.1 and 6.2.

9. Relay Performance During Stable Power Swings

Applicable standard: PRC-026-1

To ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. Refer to Attachment A in the standard, and in particular, criteria 4. An Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance.

10. Remedial Action Schemes

Applicable standard: PRC-012-2 (1/1/2021 Effective Date of the Standard through the 1/1/2026 Phased-In Implementation Date (if applicable))

MWD does not own any remedial action schemes.

11. Nuclear

Not Applicable.

12. Geomagnetic Disturbances

Applicable standard: TPL-007-4

Transmission System Planned Performance for Geomagnetic Disturbance (GMD) Events. Each Planning Coordinator, in conjunction with its Transmission Planner(s), shall identify the individual and joint responsibilities of the Planning Coordinator and Transmission Planner(s) in the Planning Coordinator's planning area for maintaining models, submitting to WECC data for the GMD study per the requirement of WECC and this NERC standard, and for MWD to participate in the WECC-wide study or studies needed to complete benchmark and supplemental GMD Vulnerability Assessments, and implementing process(es) to obtain GMD measurement data, as needed.

Each responsible entity, as determined in Requirement R1, shall maintain System models and Geomagnetically-Induced Currents (GIC) System models (as applicable) of the responsible entity's planning area for performing the study or studies needed to complete benchmark and supplemental GMD Vulnerability Assessments.

Attachment 3, Revision No. 2

Long Term Transmission Planning Cost Calculation

Reference Documents
 2019 Cost of Service Study and 2021 GMC Update
<http://www.caliso.com/Pages/documents/hygroup.aspx?GroupID=2958ae2a-84d6-4baa-b2f8-02e8457b0cb>

**Cost of Long Term Transmission Planning (LTTP)
 (amounts in thousands)**

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTTP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
Develop Infrastructure	80001										
Develop & Monitor Regulatory Contract Procedures	201	95%	100%		5%		\$ 644	0%	\$ -	(1)	= \$6,618 x factor of 50%
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	-	(2)	
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	-	(3)	
Manage Long Term Transmission Planning	204		100%		5%		\$ 6,618	50%	3,309	(4)	
Manage Transmission and Resource Implementation	205		95%				\$ 685	0%	-	(5)	
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	-	(6)	
NERC/WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	-	(7)	
Seasonal Assessment	208		100%				\$ 284	0%	-	(8)	
Manage Queue	209		100%				\$ 786	0%	-	(9)	
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	-	(10)	
							Total LTTP Direct Costs		\$ 3,309		

Note: Information pulled from the 2019 Cost of Service Study.

Allocation of Indirect Costs

Total Direct Net System Operations Costs (before allocation of indirect costs)	\$ 43,934	(2)
Percentage of LTTP costs to ABC level 2 Direct Costs	7.53%	(3) = (1) / (2)
Total System Operations Indirect Dollars Allocated	\$ 44,116	(4)
Total LTTP Indirect Costs	\$ 3,323	(5) = (3) * (4)
Total Long Term Transmission Planning Costs	\$ 6,632	(6) = (1) + (5)

Annual Planning Coordinator Service Charge Calculation

Total number of transmission circuits in ISO 2022 Transmission Plan	1,573	(7)
LTTP cost per transmission circuit in ISO 2019 Transmission Plan	\$ 4.22	(8) = (6) / (7)
Total number of transmission circuits in Metropolitan Water District's system	4	(9)
Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 16,864	(10) = (8) * (9)



Long Term Transmission Planning Processes

Exhibit 1 - Business Process Framework v4.0 with Charge codes

http://www.caiso.com/documents/Exhibit1-BusinessProcessFrameworkV4_0-ChargeCodesJan29_2014.pdf

<http://www.caiso.com/Pages/documentsbygroup.aspx?GroupID=2958ae2a-84d6-4baa-b2f8-02e8457fb0cb>

From Page 2 - Develop Infrastructure (DI) 80001

Manage Long Term Transmission Plan activity code 204

Component of LTPP	%
1) ISO Transmission Plan: Produce a forward-looking, coordinated transmission plan that provides for full NERC/WECC compliance obligations as well as proactive infrastructure planning initiatives, including economic transmission that facilitates a robust and efficient market	50%
2) Support CPUC Resource Adequacy (RA) through the determination of all LCR requirements for the ISO Controlled Grid; the determination of all import, zonal, and inter-zonal allocations that are used to define RA obligations for the LSEs	5%
3) Generator Interconnection Study obligations	5%
4) Renewable Integration analysis to assess operational reliability and infrastructure requirements to meet 33% requirements by 2020	5%
5) On an annual basis, assess and validate feasibility of all Long-term CRRs	5%
6) Perform annual congestion studies to a) Define and summarize term "significant and reoccurring" congestion b) Develop mitigation plan c) Provide the upgrade and congestion costs	10%
7) Conduct Deliverability and Locational Capacity Studies in support of the CPUC resource adequacy requirements	5%
8) Generation and transmission reliability assessment (i.e., Planning Reserve Margin and transmission probabilistic planning)	5%
9) Sub-regional/Regional/National work on Planning Issues through NERC, FERC, and WECC	5%
10) Special projects; Represent the ISO in technical groups and committees	5%

Total 100%

Attachment 4, Revision No. 1

Notices & Authorized Representatives

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment B-2 Red-lined RS 84

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this _____ day of July 2016, and is entered into, by and between:

(1) The Metropolitan Water District of Southern California, a governmental entity, having its principal place of business located at 700 North Alameda Street, Los Angeles, California 90012 (“MWD”);

and

(2) the California Independent System Operator Corporation, a California nonprofit public benefit corporation, having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

MWD and CAISO are sometimes hereinafter referred to individually as “Party” or collectively as the “Parties”.

RECITALS

A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and

B. WHEREAS, North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and MWD, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western Interconnection including California; and

C. WHEREAS, MWD owns transmission facilities that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“BAA”) (collectively, “MWD BES Facilities”), but MWD is not a Participating Transmission Owner (“PTO”) as that term is defined in the FERC approved tariff of CAISO (“CAISO Tariff”); and

D. WHEREAS, MWD’s current MWD BES Facilities are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2); and

E. WHEREAS, MWD is registered with NERC as a Transmission Owner; and

- F. WHEREAS, as of the Effective Date, MWD is not registered as a Transmission Planner but may register with NERC in the future as a Transmission Planner; and
- G. WHEREAS, MWD and Southern California Edison (“SCE”) have entered into a Reliability Standards Agreement (“Delegation Agreement”), wherein SCE has agreed to serve as the Transmission Planner, Transmission Operator, and Resource Planner on behalf of MWD; and
- I. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with “Planning Coordinator”); and
- J. WHEREAS, CAISO and MWD have determined that there is a need to identify a Planning Coordinator for MWD BES Facilities, currently and into the foreseeable future; and
- K. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for MWD; and
- L. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and MWD will discharge their respective duties and responsibilities as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, THE PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC’s “Glossary of Terms Used in NERC Reliability Standards” (“NERC Glossary of Terms”).

1.1.1 Agreement. The term “Planning Coordinator Agreement” shall mean the Planning Coordinator Agreement dated July 21, 2016 between CAISO and MWD, as amended by the First Amendment fully executed on May 27, 2020.

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

- (a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II

GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 Description of CAISO Responsibilities. While the Agreement is in effect, CAISO shall have the following responsibilities:

(a) CAISO will be registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator);

(b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the MWD BES Facilities; and,

(c) CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the MWD BES Facilities.

CAISO shall not, as a condition of performing the services set forth above, require MWD to become a PTO.

2.2 Description of MWD Responsibilities. While the Agreement is in effect, MWD shall have the following responsibilities:

(a) MWD will either register with NERC as a Transmission Planner (“TP”) or will engage a third party qualified as a TP (“its TP”). Currently, SCE is registered as the TP for MWD’s BES Facilities;

(b) MWD will ensure that either it or its TP will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the MWD BES Facilities; and,

(c) Whenever MWD registers as a TP or engages a third party (other than SCE) to be its TP, MWD’s Authorized Representative (as provided pursuant to Section 4.21) will provide written notice to the CAISO’s Authorized Representative (as provided pursuant to Section 4.21).

ARTICLE III

PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and MWD anticipate coordinating with each other while carrying out their respective responsibilities for a Planning Coordinator or a Transmission Planner with respect to the MWD BES Facilities. MWD and CAISO shall meet and confer every three (3) years commencing from the Effective Date of the Current Term to The Authorized Representatives may revise Attachment 2 by mutual written agreement by the Authorized Representatives. Regardless of the terms set forth in Attachment 2, the Parties agree that they must each meet their respective responsibilities for a Planning Coordinator or a Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes.

Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for MWD. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the MWD BES Facilities may be processed pursuant to the interconnection procedures adopted by MWD and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

3.3 Interconnections to PTO Facilities. This Agreement does not change the respective rights and responsibilities of CAISO and MWD with respect to interconnections to PTO facilities.

3.4 MWD's Responsibility for its Facilities. MWD or its TP will coordinate and cooperate with CAISO, as the Planning Coordinator for the MWD BES Facilities, in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Owner, MWD has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its BES Facilities.

3.5 Provision of Data. MWD or its TP will provide to CAISO in a timely manner all model data, including Facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the MWD BES Facilities.

3.6 Compliance.

3.6.1 The Parties will cooperate with each other with respect to all compliance related activities applicable to the Transmission Planner and the Planning Coordinator functions, including, but not limited to audits.

3.6.2 Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with Reliability Standards applicable to the Transmission Planner and the Planning Coordinator functions, including providing reports or data reasonably necessary to support the other Party's self-certifications, potential violation reviews, or audits.

3.7 Additional Studies or Assessments by CAISO. MWD may request CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator. At its sole discretion, CAISO

may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by MWD in accordance with Section 4.1.2 of the Agreement.

ARTICLE IV

GENERAL TERMS AND CONDITIONS

4.1 Payment

4.1.1 Annual Service Fee. MWD will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of ~~\$5~~15,000 for BES transmission circuits as identified in Attachment 1 during the Current Term of the Agreement.

CAISO shall invoice MWD for the first Annual Fee within thirty (30) days of the Effective Date, and shall invoice MWD within thirty (30) days of each anniversary to the Effective Date during the Current Term consistent with Section 4.1.3. MWD will pay the invoice no later than thirty (30) days after receipt thereof.

The Annual Fee will be based on the number of BES transmission circuits that are owned by MWD and included in the CAISO’s Transmission Register multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit. The TPP cost per transmission circuit will be based on the CAISO’s most recently published Cost of Service Study annual budget and Grid Management Charge Rates as amended from time to time and the most current total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the Annual Fee for the ~~first year of the~~ Current Term is set forth in Attachment 3. Subsequent Annual Fees will be calculated in the same manner using data from the most recently published CAISO California ISO Grid Management Charge Update Cost of Service Study, which is updated every 3 years. MWD and the CAISO will meet and confer should there be a change in the number of BES transmission circuits owned by MWD and, in any event, every three years commencing from the Effective Date of the Current Term to revise Attachment 3 by mutual agreement in writing pursuant to Section 4.21.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, MWD requests CAISO to undertake additional studies or assessments that are not within CAISO’s responsibility as a Planning Coordinator, and CAISO agrees to undertake such studies or assessments, MWD shall compensate CAISO at an hourly rate that is based on CAISO’s internal labor costs plus overhead. Before any studies or assessments are undertaken, CAISO and MWD will agree in writing on the

applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to MWD monthly invoices for such studies or assessments consistent with Section 4.1.3 of the Agreement no later than thirty days after undertaking such work.

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be sent to MWD at the address specified in Attachment 4 to this Agreement in a form acceptable to MWD and include a unique invoice number. MWD will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by MWD to CAISO at the address specified in Attachment 4 to this Agreement.

4.1.4 ~~Not Used~~Total Payment. ~~Total payment by MWD to CAISO during the Current Term of the Agreement for Annual Fees and Hourly Fees for additional studies or assessments will not exceed an aggregated \$80,000.~~

4.2 Confidentiality

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a "Recipient") may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a "Discloser") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. "Confidential Information" means (i) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. To the extent permitted by law, the Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a

protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d) subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff.

4.3 Effective Date. This Agreement shall be effective on December 26, 2022~~as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC~~ (“Effective Date”) and shall remain in full force and effect ~~for three (3) years from the Effective Date~~ (“Current Term”) or until terminated pursuant to Section 4.4 of this Agreement. Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein.~~—The Parties may mutually agree in writing to extend the term of the Agreement at any time.~~

4.3.1 Nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC’s rules and regulations promulgated thereunder, and MWD shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC’s rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered.

4.4 Termination

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to MWD in the event that MWD commits any material default under this Agreement which, if capable of

being remedied, is not remedied within thirty (30) days after CAISO has given to MWD written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to MWD. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a MWD uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The Agreement shall terminate effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by MWD. MWD may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of MWD's notice of termination. The Agreement shall terminate effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing. In the event filing of the termination is required, CAISO shall file a timely notice of termination with FERC. The filing of the Agreement's termination by CAISO with FERC will be considered timely if the CAISO files the notice of termination with FERC within thirty (30) days of the mutual agreement to terminate. The Agreement shall terminate effective on the later of (i) the mutually agreed date of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including without limitation Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11

(Notices), Section 4.13 (Governing Law and Forum), Section 4.18 (Mergers), Section 4.19 (Severability), and Section 4.20 (Amendments), (ii) relieve MWD of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.5 Transition Assistance. Except in the case of a termination for a default by MWD, if MWD so requests, CAISO will reasonably assist MWD to transition to another Planning Coordinator, including providing data and assistance, provided that MWD will reimburse CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC or WECC assesses one or more monetary penalties against CAISO as a Planning Coordinator for the violation of one or more applicable Reliability Standards, and the conduct or omission(s) of MWD as a TP, or its TP, contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from MWD that portion of the penalty that resulted from MWD's conduct or omissions(s) provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to MWD, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, reasonable levels of Commercial General Liability,

Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage.

4.9 Uncontrollable Forces Tariff Provisions. The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to MWD and references to the CAISO Tariff shall be read as references to this Agreement.

4.10 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of MWD, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to MWD and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed, shall be made to the representative of the other Party indicated in Attachment 4.

4.12 Waivers. Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matters arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

4.13 Governing Law and Forum. This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder.

The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in either Los Angeles or Sacramento in the State of

California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

4.14 Compliance with Laws. The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.

4.15 Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of the CAISO.

4.16 Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA. MWD is an equal opportunity employer and a federal contractor. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The Parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The Parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. CAISO agrees to submit to MWD evidence of compliance with this article, as applicable, within 30 days of a request.

4.17 Subcontracting. Neither Party may subcontract this Agreement, or any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

4.18 Merger. This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.19 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

4.20 Amendments. This Agreement may be amended from time to time by the mutual agreement of the Parties in writing. The Attachments hereto may be modified from time to time by the Authorized Representatives in writing and such modification shall not constitute an amendment to this Agreement. Modifications to the Agreement that do not result in material changes to the Parties' obligations or performance herein may be made pursuant to a letter agreement between the Parties. Subject to the "not to exceed amount" set forth in Section 4.1.1 (Annual Service Fee), Attachments 1: (CRA1 230kV Simplified System Diagram), 2 (California ISO (CAISO) and MWD) Coordination), and 3: (Long Term Transmission Planning Cost of Service Calculation), to this Agreement may be changed pursuant to a letter agreement between the Parties. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective.

4.21 Authorized Representatives. The Parties hereby designate their respective initial Authorized Representatives listed in Attachment 4 as the persons authorized to represent such Party in carrying out the implementation and administration of this Agreement as specified herein. Either CAISO or MWD may change the designation of any of its Authorized Representatives by Notice in accordance with this Agreement. The Authorized Representatives shall have no authority to amend any provision of this Agreement.

4.22 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the dates written hereinafter.

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

Metropolitan Water District of Southern California:

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1**Diagram**

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 2, Revision No. 2

CAISO and MWD Coordination for PC and TP Requirements

The version of the standards referenced below are the current and enforceable versions as of the effective date of this contract. Should there be any changes to the applicable standards during the life of this contract; the most recent version will be followed as set out by NERC.

1. Interconnection Studies

Applicable standard: FAC-002-32

With respect to interconnections to the MWD BES Facilities, MWD ~~or its TP~~ will conduct reliability impact studies ~~pursuant to its facilities interconnection procedures~~ and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from the MWD ~~or its TP's~~ reliability impact studies of MWD's BES Facilities into the CAISO's Large-Generator Interconnection Deliverability Allocation Procedures ("GIDAPLGIP") and Transmission Planning Process ("TPP") studies. MWD or its TP, and the CAISO will jointly evaluate, coordinate and cooperate on reliability impact studies and any potential mitigation solutions, as necessary.

2. Transmission Planning

Applicable NERC standard and WECC criteria: TPL-001-4, and TPL-001-5 as applicable; WECC Regional Criteria TPL-001-WECC-CRT-32.24

MWD or its TP will participate in the CAISO TPP. MWD or its TP will submit to the CAISO necessary modeling~~the~~ information about the MWD system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP by performing technical reliability assessments of MWD's BES Facilities in accordance with its Tariff and BPMs. MWD or its TP, will perform its responsibilities as defined in the TPL-001 roles and responsibilities matrix, and the CAISO will perform its responsibilities as defined in the TPL-001 roles and responsibilities matrix.

3. SOLs, Transfer Capability, Methodologies, and Stability Limits

Applicable standards: FAC-010-32.1, and FAC-013-2, FAC-014-2.

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Authority Area, and includes sharing its SOL Methodology with MWD or its TP. MWD or its TP will establish, and provide to CAISO, SOLs for the MWD system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by MWD or its TP. MWD or its TP will provide ~~CAISO-MWD BES Facility ratings to the for CAISO through the MOD-032-1 base case review process, to include in its transfer capability studies performed under FAC-013-2. CAISO will provide its Transfer Capability Methodology and assessment results to MWD or its TP.~~ MWD or its TP will provide to CAISO MWD's list of multiple MWD/Adjacent System contingencies (if any) which result in stability limits on the MWD system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 and R4.

R3 requires the CAISO as the Planning Coordinator and MWD as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinators, which includes RC West.

R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator(s) for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

54. Modeling, Data, and Analysis

Applicable standards: ~~MOD-016-1.1, MOD-017-0.1, MOD-018-0 and MOD-019-0.1, which will be replaced by MOD-031-31 (effective 7/1/2016); MOD-032-21 R1 (7/1/2015); and MOD-032-21 R2, R3, R4 (effective 7/1/2016)~~

MWD or its TP will provide to CAISO MWD's transmission system load and modeling data pursuant to the requirements from MOD-032-21. ~~Currently, MWD provides such data to SCE as its TP. SCE~~ provides MWD's data to the CAISO in accordance with a document entitled "CAISO & MWD~~SCE~~ Joint Transmission Planning Base Case Preparation Process", which is available on the caiso.com website. This document includes requirements from MOD-032-21 and the WECC Data Preparation Manual. The CAISO will include this data in its documentation for its Planning Authority Area and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff, and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported

for system modeling and reliability analyses. The CAISO will use the MWD's transmission system load and modeling data provided by MWD or its TP as needed to meet CAISO's obligations under MOD-031-~~34~~ and MOD-032-~~24~~, and MOD-033-2 respectively. There are currently no MWD interruptible demands or DCLM load data on the MWD system.

65. Underfrequency Load Shedding (UFLS)

Applicable standard: PRC-006-~~52~~ and WECC criteria PRC-006-WECC-CRT-4 Att. A Reporting Form and PRC-006-WECC-3.1

MWD or its TP will participate in and/or provide information as necessary for CAISO's studies and activities related to PRC-006-~~52~~ UFLS and the WECC UFLS criteria PRC-006-WECC-CRT-4.

7. Undervoltage Load Shedding (UVLS)

Applicable standard: PRC-010-2

As of Dec 26, 2019, not currently applicable to MWD.

86. Transmission Relay Loadability

Applicable standard: PRC-023-~~43~~

CAISO will include the MWD BES Facilities in its Transmission Register as non-PTO facilities and will include such Facilities in its determination of assessments required under PRC-023-~~43~~ Requirement R6, along with sub-requirements 6.1 and 6.2. Upon request, MWD or its TP will provide Facilities information needed by CAISO to perform its PRC-023-~~43~~ Requirement R6 evaluations, along with sub-requirements 6.1 and 6.2.

9. Relay Performance During Stable Power Swings

Applicable standard: PRC-026-1

To ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. Refer to Attachment A in the standard, and in particular, criteria 4. An Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance.

10. Remedial Action Schemes

Applicable standard: PRC-012-2 (1/1/2021 Effective Date of the Standard through the 1/1/2026 Phased-In Implementation Date (if applicable))

MWD does not own any remedial action schemes.

117. Nuclear

Not Applicable.

12. Geomagnetic Disturbances

Applicable standard: TPL-007-4

Transmission System Planned Performance for Geomagnetic Disturbance (GMD) Events. Each Planning Coordinator, in conjunction with its Transmission Planner(s), shall identify the individual and joint responsibilities of the Planning Coordinator and Transmission Planner(s) in the Planning Coordinator's planning area for maintaining models, submitting to WECC data for the GMD study per the requirement of WECC and this NERC standard, and for MWD to participate in the WECC-wide study or studies needed to complete benchmark and supplemental GMD Vulnerability Assessments, and implementing process(es) to obtain GMD measurement data, as needed.

Each responsible entity, as determined in Requirement R1, shall maintain System models and Geomagnetically-Induced Currents (GIC) System models (as applicable) of the responsible entity's planning area for performing the study or studies needed to complete benchmark and supplemental GMD Vulnerability Assessments.

Attachment 3, Revision No. 2

Long Term Transmission Planning Cost Calculation

Reference Documents

2019 Cost of Service Study and 2021 GMC Update

<http://www.caliso.com/Pages/documents/bygroup.aspx?GroupID=2958ae2a-84d6-4baa-b2f8-02e8457b0cb>

Cost of Long Term Transmission Planning (LTTP) (amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTTP	Identifier	Formula
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Allocation of Direct Costs (ABC Level 2 Activities)

Code	Component	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTTP	Identifier	Formula
80001	Develop Infrastructure										
201	Develop & Monitor Regulatory Contract Procedures	95%	100%		5%		\$ 644	0%	\$ -	(1)	= \$6.618 x factor of 50%
202	Manage Generator Interconnection Agreements (GIA)		100%				\$ 319	0%	\$ -	(2)	
203	Manage Generator Interconnection Process (GIP)		100%				\$ 2,765	0%	\$ -	(3)	
204	Manage Long Term Transmission Planning		100%		5%		\$ 6,618	50%	\$ 3,309	(4)	
205	Manage Transmission and Resource Implementation		95%				\$ 685	0%	\$ -	(5)	
206	Manage Transmission Maintenance Standards		100%				\$ 514	0%	\$ -	(6)	
207	NERC/JWECC Loads & Resources Data Requests		100%				\$ 247	0%	\$ -	(7)	
208	Seasonal Assessment		100%				\$ 284	0%	\$ -	(8)	
209	Manage Queue		100%				\$ 786	0%	\$ -	(9)	
210	Manage Annual Delivery Assessment		100%				\$ 1	0%	\$ -	(10)	
	Total LTTP Direct Costs						\$ 3,309		\$ 3,309		

Note: Information pulled from the 2019 Cost of Service Study.

Allocation of Indirect Costs

Total Direct Net System Operations Costs (before allocation of indirect costs)

Percentage of LTTP costs to ABC level 2 Direct Costs

Total System Operations Indirect Dollars Allocated

\$ 43,934	(2)
7.53%	(3)
\$ 44,116	(4)
\$ 3,323	(5)
\$ 6,632	(6)
1,573	(7)
\$ 4,22	(8)
4	(9)
\$ 16,864	(10)

Annual Planning Coordinator Service Charge Calculation

Total number of transmission circuits in ISO 2022 Transmission Plan

LTTP cost per transmission circuit in ISO 2019 Transmission Plan

Total number of transmission circuits in Metropolitan Water District's system

Annual Planning Coordinator Service Charge (\$ in 1000s) = (8) * (9) = (10)

Long Term Transmission Planning Processes

Exhibit 1 - Business Process Framework v4.0 with Charge codes

http://www.caiso.com/documents/Exhibit1-BusinessProcessFrameworkV4_0-ChargeCodesJan29_2014.pdf

<http://www.caiso.com/Pages/documentsbygroup.aspx?GroupID=2958ae2a-84d6-4baa-b2f8-02e8457fb0cb>

From Page 2 - Develop Infrastructure (DI) 80001

Manage Long Term Transmission Plan activity code 204

<u>Component of LTPP</u>	<u>%</u>
<u>1) ISO Transmission Plan: Produce a forward-looking, coordinated transmission plan that provides for full NERC/WECC compliance obligations as well as proactive infrastructure planning initiatives, including economic transmission that facilitates a robust and efficient market</u>	<u>50%</u>
<u>2) Support CPUC Resource Adequacy (RA) through the determination of all LCR requirements for the ISO Controlled Grid; the determination of all import, zonal, and inter-zonal allocations that are used to define RA obligations for the LSEs</u>	<u>5%</u>
<u>3) Generator Interconnection Study obligations</u>	<u>5%</u>
<u>4) Renewable Integration analysis to assess operational reliability and infrastructure requirements to meet 33% requirements by 2020</u>	<u>5%</u>
<u>5) On an annual basis, assess and validate feasibility of all Long-term CRRs</u>	<u>5%</u>
<u>6) Perform annual congestion studies to a) Define and summarize term "significant and reoccurring" congestion b) Develop mitigation plan c) Provide the upgrade and congestion costs</u>	<u>10%</u>
<u>7) Conduct Deliverability and Locational Capacity Studies in support of the CPUC resource adequacy requirements</u>	<u>5%</u>
<u>8) Generation and transmission reliability assessment (i.e., Planning Reserve Margin and transmission probabilistic planning)</u>	<u>5%</u>
<u>9) Sub-regional/Regional/National work on Planning Issues through NERC, FERC, and WECC</u>	<u>5%</u>
<u>10) Special projects: Represent the ISO in technical groups and committees</u>	<u>5%</u>
Total	100%

[Exemplar] Calculation of Annual Service Fee For 2016

Table 1 -- TPP Cost Calculation Using 2015 GMC Update-Cost of Service Study¹

Cost of Long Term Transmission Planning ²						
ABC Level 2 Activities (\$ in thousands) all in Systems Operations	ABC Level 1	ABC Level 2	Amount	2014 Factor	Allocation	
Regulatory contract procedures	80001	201	-\$378	0%	-	
Manage Generator Interconnection Procedures (GIP) agreements	80004	202	\$818	0%	-	
Manage GIP	80001	203	\$2,342	0%	-	
Long Term Transmission Planning -- TPP	80001	204	\$4,273	50%	\$2,137	
New transmission resources	80001	205	\$552	0%	-	
Transmission maintenance studies	80001	206	\$499	0%	-	
Load resource data	80001	207	\$268	0%	-	
Season assessment	80001	208	\$223	0%	-	
Queue management	80001	209	\$615	0%	-	
Annual Delivery Assessment	80001	210	25	0%	-	
Subtotal: TPP Direct costs (see reference 2)	-	-	\$9,993	-	(1) -\$2,137	
Total System Operations Direct Costs (see reference 1, Table 22)	-	-	-	-	(2) -\$48,915	
Percentage of TPP to ABC level 2 Direct Costs [(1)/(2)]	-	-	-	-	(3) 4.37%	
Total System Operations Indirect Dollars (see reference 1, Table 22)	-	-	-	-	(4) \$88,809	
Subtotal: TPP related indirect costs [(3) x (4)]	-	-	-	-	(5) -\$3,879	
Total Direct and Indirect level 2 TPP costs [(1) + (5)]	-	-	-	-	(6) -\$6,016	

Annual Planning Coordinator Service Charge Calculation (\$ in thousands)	
Total number of PTO transmission circuits in ISO 2014/2015 Transmission Plan	(7) 1650
Total number of transmission circuits in MWD system	(8) 4
TPP cost per PTO transmission circuit in ISO 2014/2015 Transmission Plan [(6) / (7)]	(9) \$3.88
Initial Annual Planning Coordinator service charge (\$ in 1000s) [(8) x (9)]	-\$15,525

¹-California ISO 2015 GMC Update-Cost of Service Study, April 2, 2014

²-Table 14; California ISO 2015 GMC Update-Cost of Service Study, April 2, 2014

Attachment 4, Revision No. 1

Notices & Authorized Representatives

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment B-3 RS84 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment B-4 RS84 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment B-5 RS84 Redline

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment C-1 Clean RS 87

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this 29th day of November 2016, and is entered into, by and between:

(1) Southern California Edison Company, a California investor-owned utility, having its registered and principal place of business located at 2244 Walnut Grove Avenue, Rosemead, California, 91770 (“SCE”);

and

(2) California Independent System Operator Corporation, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

SCE and the CAISO are hereinafter referred to as the “Parties.”

RECITALS

- A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824o, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and
- B. WHEREAS, North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and SCE, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western United States including California; and
- C. WHEREAS, SCE is a Participating Transmission Owner (“PTO”) with Bulk Electric System (“BES”) facilities located within CAISO’s Balancing Authority Area (“BAA”) that are not under CAISO operational control (collectively, “SCE-Operated BES Facilities”); and
- D. WHEREAS, the SCE-Operated BES Facilities are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information, including Critical Energy Infrastructure Information, and is subject to Section 4.2 of this Agreement); and
- E. WHEREAS, SCE is registered with NERC as a Generation Owner, Distribution Provider, Transmission Owner, Transmission Operator, and

- Transmission Planner under the name of Southern California Edison Company (“SCEC”); and
- F. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with “Planning Coordinator”); and
- G. WHEREAS, there is a need for SCE to identify a Planning Coordinator for its SCE-Operated BES Facilities, currently and into the foreseeable future; and
- H. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for the SCE-Operated BES Facilities; and
- I. WHEREAS, pursuant to this Agreement, CAISO agrees to be the Planning Coordinator for the SCE-Operated BES Facilities; and
- J. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and SCE will discharge their respective duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC’s “Glossary of Terms Used in NERC Reliability Standards” (“NERC Glossary of Terms”).
- 1.1.1 Agreement.** The term “Planning Coordinator Agreement” shall mean the Planning Coordinator Agreement dated November 29, 2016 between CAISO and SCE, and as amended thereafter pursuant to the terms of the Agreement.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;

- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II

GENERAL RESPONSIBILITIES OF THE PARTIES

- 2.1 Description of CAISO Responsibilities.** While the Agreement is in effect, CAISO shall have the following responsibilities, including:
- (a) CAISO is registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator); and

- (b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the SCE-Operated BES Facilities;
- (c) While the Agreement is in effect, CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the SCE-Operated BES Facilities.

2.2 Description of SCE Responsibilities. While the Agreement is in effect, SCE shall have the following responsibilities, including:

- (a) SCE is registered with NERC as a Transmission Planner; and
- (b) SCE will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the SCE-Operated BES Facilities.

ARTICLE III

PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and SCE anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SCE-Operated BES Facilities. SCE and CAISO shall meet and confer every three (3) years, commencing from the Effective Date, to revise Attachment 2 by mutual written agreement by the Authorized Representatives. Notwithstanding the illustration set forth in Attachment 2, the Parties agree that the procedures utilized to comply with applicable standards for the SCE-Operated BES Facilities will mirror those utilized to comply with applicable standards for the CAISO-Operated BES Facilities. No separate procedure will be required. Furthermore, the Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes. Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for the SCE-Operated BES Facilities. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the SCE-Operated BES Facilities may be processed pursuant to the interconnection procedures adopted by SCE, and are not required to be undertaken

pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

- 3.3 Interconnections to PTO Facilities.** This Agreement does not change the respective rights and responsibilities of CAISO and SCE with respect to interconnections to other facilities.
- 3.4 SCE's Responsibility for the SCE-Operated BES Facilities.** SCE will coordinate and cooperate with CAISO in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Planner and a Transmission Owner, SCE has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to the SCE-Operated BES Facilities.
- 3.5 Provision of Data.** SCE will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the SCE-Operated BES Facilities. Whenever and to the extent practicable, SCE will provide the aforementioned data to the CAISO as part of the existing PTO data collection process, and no separate process or procedure will be required.
- 3.6 Compliance.**
- 3.6.1** The Parties will cooperate with each other with respect to all compliance-related activities, including but not limited to audits, and with respect to the Transmission Planner and the Planning Coordinator functions.
- 3.6.2** Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with an applicable Reliability Standard, including providing reports or data reasonably necessary to support the other party's self-certifications, potential violation reviews, or audits.

ARTICLE IV

GENERAL TERMS AND CONDITIONS

- 4.1 Payment.**

4.1.1 Annual Service Fee. SCE will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will be based on the cost methodology set forth in this Section 4.1.1.

CAISO shall invoice SCE for the first Annual Fee within thirty (30) days of the Effective Date and shall invoice SCE within thirty (30) days of each anniversary to the Effective Date during the term of this Agreement consistent with Section 4.1.3. SCE will pay the invoice no later than thirty (30) days after receipt thereof.

The Annual Fee will be based on the number of BES transmission circuits that comprise the SCE-Operated BES Facilities and included in the CAISO’s Transmission Register multiplied by CAISO’s long-term transmission planning process (“TPP”) cost per transmission circuit as identified in Attachment 1.

The TPP cost per transmission circuit will be based on the CAISO’s most recently published Cost of Service Study and the most current total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the Annual Fee is set forth in Attachment 3. Subsequent Annual Fees will be calculated in the same manner using data from the most recently published CAISO Cost of Service Study, which is updated every 3 years. SCE and the CAISO will meet and confer should there be a change in the number of BES transmission circuits owned by SCE and, in any event, every three years commencing from the Effective Date to review Attachment 3 by mutual agreement in writing pursuant to Section 4.18. This Section 4.1.1 shall not modify or abrogate SCE’s obligation to compensate the CAISO for performing Planning Coordinator functions for SCE-owned BES Facilities that are under CAISO operational control, as part of the Grid Management Charge.

4.1.2 Not Used.

4.1.3 Invoices. Invoices furnished CAISO under this Agreement will be in a form acceptable to SCE, based on existing invoicing practices, and will include a unique invoice number. Payment shall be made by SCE to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality.

- 4.2.1** Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a “Recipient”) may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a “Discloser”) and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. A Recipient shall exercise the same standard of care to protect a Discloser’s confidential information as a reasonably prudent contractor would use to protect its own proprietary data. "Confidential Information" means (i) all written materials marked "Confidential," "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.
- 4.2.2** In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. The Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.
- 4.2.3** Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been

received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d) subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff.

4.2.5 CEII. The Parties further understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Recipient (as defined in Section 4.2.1) may have access to information that comprises CEII (as defined below) which may be owned or controlled by the Discloser. Both Parties agree that all properly marked CEII disclosed by a Discloser to a Recipient shall be maintained by Recipient in a secure place, and shall not be made available to any third party, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order, in which case Parties agree that the requirements of Section 4.2.2 shall apply to CEII. The term “CEII” means Critical Energy Infrastructure Information as defined by the FERC in 18 C.F.R. § 388.113(c)(1). CEII shall include: (A) materials provided by Discloser in accordance with this Agreement and designated by Discloser as CEII; (B) any information contained in or obtained from such designated materials; (C) notes of CEII; and (D) copies of CEII. Discloser shall physically mark the CEII on each page as “PROTECTED MATERIALS – Contains Critical Energy Infrastructure Information” or with words of similar import as long as the term “CEII” is included in that designation to indicate that they are CEII.

4.3 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC (“Effective Date”) and shall remain in full force and effect until terminated pursuant to Section 4.4 of this Agreement.

4.4 Termination.

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving sixty (60) days prior written notice of termination to SCE, in

the event that SCE commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to SCE written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to SCE. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a SCE uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by SCE. SCE may terminate this Agreement by giving not less than sixty (60) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of SCE's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing.

4.4.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including without limitation Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section

4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), and Section 4.17 (Severability), (ii) relieve SCE of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.5 Transition Assistance. Except in the case of a termination for a default by SCE, if SCE so requests, CAISO will reasonably assist SCE to transition to another Planning Coordinator, including providing data and assistance, provided that SCE will reimburse CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract, or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC, or WECC assesses one or more monetary penalties against CAISO as a Planning Coordinator for the violation of one or more Reliability Standards, and the conduct or omission(s) of SCE contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from SCE that portion of the penalty that resulted from SCE's conduct or omissions(s), provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met, except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to SCE, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

- 4.8 Insurance.** CAISO is responsible for maintaining in force, during the full term of the Agreement, reasonable levels of Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage.
- 4.9 Uncontrollable Forces Tariff Provisions.** The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to SCE and references to the CAISO Tariff shall be read as references to this Agreement.
- 4.10 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of SCE, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 4.11 Notices.** The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to SCE and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 4.12 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 4.13 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be

brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

- 4.14 Compliance with Laws.** The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.
- 4.15 Subcontracting.** Neither Party may subcontract this Agreement, or any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.
- 4.16 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 4.17 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 4.18 Amendments.** This Agreement may be amended from time to time by the mutual agreement of the Parties in writing. The Attachments hereto may be modified from time to time by the Authorized Representatives in writing and such modification shall not constitute an amendment to this Agreement. Modifications to the Agreement that do not result in material changes to the Parties' obligations or performance herein may be made pursuant to a letter agreement between the Parties. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective.

Nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and SCE shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

4.19 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

Southern California Edison Company:

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1

Diagrams

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 2, Revision No. 2

CAISO and SCE Coordination

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the SCE-Operated BES Facilities, and provide, for illustrative purposes only, a description of how CAISO and SCE anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SCE-Operated BES Facilities. Notwithstanding the specific language in this Attachment 2, Parties agree that the version of each applicable Reliability Standard enforceable at any given date shall be the basis for compliance on that date. Parties further agree that the procedures used to comply with applicable standards for the SCE-Operated BES Facilities will mirror those contemporaneously utilized to comply with applicable standards for the CAISO-Operated BES Facilities. No separate procedure will be required.

1. Facility Interconnection Studies

Applicable standards: FAC-002-3, and/or any successor standard(s) subject to enforcement. The purpose of FAC-002-3 is to study the impact of interconnecting new or materially modified Facilities on the Bulk Electric System.

2. Transmission Planning

Applicable standards: TPL-001; WECC Regional Criteria TPL-001-WECC-CRT-3.2, TPL-001-5.1 (with effective dates beginning 07/1/2023) and TPL-007-4.

SCE participates in the CAISO Transmission Planning Process (TPP). SCE submits to the CAISO information about SCE system facilities that the CAISO requires to undertake its TPP. The CAISO complies with TPL-001-4 (and TPL-001-5.1 with effective dates beginning 7/1/2023) and the WECC Regional Criteria TPL-001-WECC-CRT-3.2 in its TPP studies, and undertakes its TPP in accordance with its Tariff and BPMs.

TPL-007-4 pertains to transmission system planned performance during geomagnetic disturbance (GMD) events. CAISO as the Planning Coordinator and SCE as the Transmission Planner, (and Transmission Owner), identify their roles and responsibilities in a matrix identifying which entity will maintain models (i.e., GIC system models), perform studies for GMD Vulnerability Assessments, and implement GMD measurement data processes.

3. SOLs & IROLs, Transfer Capability, Methodology, and Stability Limits

Applicable standards: FAC-010-3; FAC-014-2, and/or any successor standard(s) subject to enforcement.

CAISO documents and shares its SOL Methodology with Transmission Planners (TPs) for use in developing SOLs and IROLs within its Planning Authority Area, and includes sharing its SOL Methodology with SCE as a TP. SCE will provide to CAISO any SOLs and IROLs that it may establish for the SCE system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs and IROLs for its Planning Authority Area, incorporating as appropriate the information provided by SCE. SCE will provide to CAISO SCE's list of multiple contingencies (if any) which result in stability limits on the SCE BES system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 and R4.

Requirement R3 requires the CAISO as the Planning Coordinator and SCE as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinators, which includes RC West, and may include SPP.

Requirement R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator(s) (RC West and may include SPP) for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

5. Modeling, Data, and Analysis

Applicable standards: MOD-031-3; MOD-032-1; MOD-033-2 and/or any successor standard(s) subject to enforcement.

SCE will provide to CAISO SCE's transmission system load and modeling data pursuant to the requirements from MOD-032-1 in accordance with the document entitled "CAISO & SCE Joint Transmission Planning Base Case Preparation Process," which is available on the caiso.com website at: caiso.com > Planning > Transmission Planning > Submittal requirements– data for power system modeling and analysis - MOD-032-1. This process document includes requirements from MOD-032-1 and the WECC Data Preparation Manual. The CAISO will include this data in its documentation for its Planning Coordinator Area and/or Balancing Authority Area, developed consistent with the NERC MOD-031-3, MOD-032-1, and MOD-033-2 Standards, and the CAISO Tariff and BPMs that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for MOD-031-3 and for MOD-032-1 system modeling data for power system modeling and reliability analyses. The CAISO will use SCE's transmission

system load and modeling data and models provided by SCE to meet CAISO's obligations under MOD-031-3, MOD-032-1, and MOD-033-2.

6. Underfrequency Load Shedding (UFLS)

Applicable standard and regional criteria: PRC-006-5; WECC Regional Criteria PRC-006-WECC-CRT-3.1; and the NERC Standard PRC-006-5 WECC Regional Variance, and/or any successor standard(s) subject to enforcement.

SCE will participate in and/or provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-5 and WECC Regional Criteria PRC-006-WECC-CRT-3.1.

7. Undervoltage Load Shedding (UVLS) (if applicable to SCE)

Applicable standard: PRC-010-2 and/or any successor standard(s) subject to enforcement.

If applicable, SCE will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS). At this time, SCE does not have an UVLS program. Therefore, PRC-010-2 is currently not applicable to SCE.

8. Transmission Relay Loadability

Applicable standard: PRC-023-4, and/or any successor standard(s) subject to enforcement.

CAISO will include SCE Facilities in its assessment required under PRC-023-4 Requirement R6 and its sub-requirements. Upon request, SCE will provide Facilities information as needed by CAISO to perform its PRC-023-4 Requirement R6 evaluation.

9. Relay Performance During Stable Power Swings

Applicable standard: PRC-026-1

To ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions, CAISO will, at least once each calendar year, provide notification to SCE of each generator, transformer, and transmission line BES Element in its area that meets one or more of the criteria prescribed in Requirement R1.

10. Remedial Action Schemes

Applicable standard: PRC-012-2

To ensure that Remedial Action Schemes (RAS) do not introduce unintentional or unacceptable reliability risks to the BES, the Planning Coordinator, at least once every five full calendar years, shall perform an evaluation of each RAS within its planning area.

PRC-012-2 Requirement R4 RAS evaluation began in 2020 per the established PRC-012-2 R4 scope document developed with PC and TO/TP input. Evaluation of RAS within the CAISO Planning Coordinator Area is to be conducted over a five-year period. The PC provided 2020 results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year-end. Similarly, the PC is to provide ongoing annual results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year-end.

11. Nuclear

Applicable standard: NUC-001-4, and/or any successor standard(s) subject to enforcement.

NUC-001-4 is applicable to the CAISO and its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the California ISO Planning Coordinator Area. NUC-001-4 is no longer applicable to the SCE San Onofre Nuclear Generating Station (SONGS), which has been permanently closed. The permanent closure of SONGS was announced on June 7, 2013. SCE SONGS de-registered as a Nuclear Plant Generator Operator (NPGO) and was deactivated by NERC as a registered NPGO on November 13, 2013. Five requirements in a SONGS Switchyard Operation Letter Agreement, executed May 5, 2014 for the decommissioned SONGS, replaced the original 54 Nuclear Plant Interface Requirements and the SONGS NUC-001-2 Coordination Agreement. On May 19, 2014, FERC approved the amendment to the Transmission Control Agreement Appendix E for SONGS, effective June 1, 2014. It should be noted that the California ISO is not the Planning Coordinator for the Palo Verde Nuclear Power Plant, and the Palo Verde Nuclear Power Plant is not located within the California ISO's Planning Coordinator Area.

Attachment 3, Revision No. 2

Table 1 – TPP Cost Calculation Using 2019 GMC Update Cost of Service Study

California ISO											
Long Term Transmission Planning Cost Calculation											
Reference Documents											
2019 Cost of Service Study and 2021 GMC Update											
http://www.caiso.com/Pages/DocumentLibrary.aspx?GroupID=2958&e2a3d46-4baa-b2f8-02e8457fb0b											
Cost of Long Term Transmission Planning (LTTP)											
(amounts in thousands)											
Component	Code	Market Services	System Operations	Reliability CRR Services	Coordinator	Indirect	Amount	LTTP Factor	Allocation to LTTP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
Develop Infrastructure	80001										
Develop & Monitor Regulatory Contract Procedures	201	95%			5%		\$ 644	0%	\$ -		
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	-		
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	-		
Manage Long Term Transmission Planning	204	100%	100%				\$ 6,618	50%	3,309		
Manage Transmission and Resource Implementation	205		95%		5%		\$ 685	0%	-		
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	-		
NERC/ WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	-		
Seasonal Assessment	208		100%				\$ 284	0%	-		
Manage Queue	209		100%				\$ 786	0%	-		
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	-		
Total LTTP Direct Costs								\$ 3,309		(1)	= \$6,618 x factor of 50%
<i>Note: Information pulled from the 2019 Cost of Service Study.</i>											
Allocation of Indirect Costs											
Total Direct Net System Operations Costs (before allocation of indirect costs)								\$ 43,934		(2)	
Percentage of LTTP costs to ABC level 2 Direct Costs								7.53%		(3)	= (1) / (2)
Total System Operations Indirect Dollars Allocated								\$ 44,116		(4)	
Total LTTP Indirect Costs								\$ 3,323		(5)	= (3) * (4)
Total Long Term Transmission Planning Costs								\$ 6,632		(6)	= (1) + (5)
Annual Planning Coordinator Service Charge Calculation											
Total number of transmission circuits in ISO 2023 Transmission Plan								1,579		(7)	
LTTP cost per transmission circuit in ISO 2019 Transmission Plan								\$ 4.20		(8)	= (6) / (7)
Total number of transmission circuits in Southern California Edison Company's system								4		(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)								\$ 16,800		(10)	= (8) * (9)

Attachment 4, Revision No. 2

Notices & Authorized Representatives

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment C-2 Red-lined RS 87

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this 29th day of November 2016, and is entered into, by and between:

(1) Southern California Edison Company, a California investor-owned utility, having its registered and principal place of business located at 2244 Walnut Grove Avenue, Rosemead, California, 91770 (“SCE”);

and

(2) California Independent System Operator Corporation, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

SCE and the CAISO are hereinafter referred to as the “Parties.”

RECITALS

- A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824o, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and
- B. WHEREAS, North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and SCE, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western United States including California; and
- C. WHEREAS, SCE is a Participating Transmission Owner (“PTO”) with Bulk Electric System (“BES”) facilities located within CAISO’s Balancing Authority Area (“BAA”) that are not under CAISO operational control (collectively, “SCE-Operated BES Facilities”); and
- D. WHEREAS, the SCE-Operated BES Facilities are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information, including Critical Energy Infrastructure Information, and is subject to Section 4.2 of this Agreement); and
- E. WHEREAS, SCE is registered with NERC as a Generation Owner, Distribution Provider, Transmission Owner, Transmission Operator, and

- Transmission Planner under the name of Southern California Edison Company (“SCEC”); and
- F. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with “Planning Coordinator”); and
- G. WHEREAS, there is a need for SCE to identify a Planning Coordinator for its SCE-Operated BES Facilities, currently and into the foreseeable future; and
- H. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for the SCE-Operated BES Facilities; and
- I. WHEREAS, pursuant to this Agreement, CAISO agrees to be the Planning Coordinator for the SCE-Operated BES Facilities; and
- J. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and SCE will discharge their respective duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC’s “Glossary of Terms Used in NERC Reliability Standards” (“NERC Glossary of Terms”).

1.1.1 Agreement. The term “Planning Coordinator Agreement” shall mean the Planning Coordinator Agreement dated November 29, 2016 between CAISO and SCE, and as amended thereafter pursuant to the terms of the Agreement.

- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;

- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II

GENERAL RESPONSIBILITIES OF THE PARTIES

- 2.1 Description of CAISO Responsibilities.** While the Agreement is in effect, CAISO shall have the following responsibilities, including:
- (a) CAISO is registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator); and

- (b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the SCE-Operated BES Facilities;
- (c) While the Agreement is in effect, CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the SCE-Operated BES Facilities.

2.2 Description of SCE Responsibilities. While the Agreement is in effect, SCE shall have the following responsibilities, including:

- (a) SCE is registered with NERC as a Transmission Planner; and
- (b) SCE will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the SCE-Operated BES Facilities.

ARTICLE III

PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and SCE anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SCE-Operated BES Facilities. SCE and CAISO shall meet and confer every three (3) years, commencing from the Effective Date, to may revise Attachment 2 by mutual written agreement by the Authorized Representatives. Notwithstanding the illustration set forth in Attachment 2, the Parties agree that the procedures utilized to comply with applicable standards for the SCE-Operated BES Facilities will mirror those utilized to comply with applicable standards for the CAISO-Operated BES Facilities. No separate procedure will be required. Furthermore, the Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes. Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for the SCE-Operated BES Facilities. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the SCE-Operated BES Facilities may be processed pursuant to the interconnection procedures adopted by SCE, and are not required to be undertaken

pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

- 3.3 Interconnections to PTO Facilities.** This Agreement does not change the respective rights and responsibilities of CAISO and SCE with respect to interconnections to other facilities.
- 3.4 SCE's Responsibility for the SCE-Operated BES Facilities.** SCE will coordinate and cooperate with CAISO in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Planner and a Transmission Owner, SCE has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to the SCE-Operated BES Facilities.
- 3.5 Provision of Data.** SCE will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the SCE-Operated BES Facilities. Whenever and to the extent practicable, SCE will provide the aforementioned data to the CAISO as part of the existing PTO data collection process, and no separate process or procedure will be required.
- 3.6 Compliance.**
- 3.6.1** The Parties will cooperate with each other with respect to all compliance-related activities, including but not limited to audits, and with respect to the Transmission Planner and the Planning Coordinator functions.
- 3.6.2** Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with an applicable Reliability Standard, including providing reports or data reasonably necessary to support the other party's self-certifications, potential violation reviews, or audits.

ARTICLE IV

GENERAL TERMS AND CONDITIONS

- 4.1 Payment.**

4.1.1 Annual Service Fee. SCE will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will be based on the cost methodology set forth in this Section 4.1.1.

CAISO shall invoice SCE for the first Annual Fee within thirty (30) days of the Effective Date, and shall invoice SCE within thirty (30) days of each anniversary to the Effective Date during the ~~Current Term~~ of this Agreement consistent with Section 4.1.3. SCE will pay the invoice no later than thirty (30) days after receipt thereof.

The ~~a~~Annual-service f~~E~~ee will be based on the number of BES transmission circuits that comprise the SCE-Operated BES Facilities and included in the CAISO’s Transmission Register multiplied by CAISO’s long-term transmission planning process (“TPP”) cost per transmission circuit as identified in Attachment 1.

The TPP cost per transmission circuit will be based on the CAISO’s most recently published Cost of Service Study annual budget and Grid Management Charge Rates as amended from time to time and the most current total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the ~~a~~Annual-service f~~E~~ee ~~for each year of the Current Term~~ is set forth in Attachment 3. Subsequent ~~a~~Annual service f~~E~~ees will be calculated in the same manner using data from the most recently published California ISO Grid Management Charge Update CAISO Cost of Service Study, which is updated every 3 years. SCE and the CAISO will meet and confer should there be a change in the number of BES transmission circuits owned by SCE and, in any event, every three years commencing from the Effective Date to review Attachment 3 by mutual agreement in writing pursuant to Section 4.18. This Section 4.1.1 shall not modify or abrogate SCE’s obligation to compensate the CAISO, for performing Planning Coordinator functions for SCE-owned BES Facilities that are under CAISO operational control, as part of the Grid Management Charge.

4.1.2 Not Used.

4.1.3 Invoices. Invoices furnished CAISO under this Agreement will be in a form acceptable to SCE, based on existing invoicing practices, and will include a unique invoice number. Payment shall be made by SCE to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality.

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a “Recipient”) may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a “Discloser”) and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. A Recipient shall exercise the same standard of care to protect a Discloser’s confidential information as a reasonably prudent contractor would use to protect its own proprietary data. "Confidential Information" means (i) all written materials marked "Confidential," "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. The Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at

the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d) subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff.

4.2.5 CEII. The Parties further understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Recipient (as defined in Section 4.2.1) may have access to information that comprises CEII (as defined below) which may be owned or controlled by the Discloser. Both Parties agree that all properly marked CEII disclosed by a Discloser to a Recipient shall be maintained by Recipient in a secure place, and shall not be made available to any third party, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order, in which case Parties agree that the requirements of Section 4.2.2 shall apply to CEII. The term “CEII” means Critical Energy Infrastructure Information as defined by the FERC in 18 C.F.R. § 388.113(c)(1). CEII shall include: (A) materials provided by Discloser in accordance with this Agreement and designated by Discloser as CEII; (B) any information contained in or obtained from such designated materials; (C) notes of CEII; and (D) copies of CEII. Discloser shall physically mark the CEII on each page as “PROTECTED MATERIALS – Contains Critical Energy Infrastructure Information” or with words of similar import as long as the term “CEII” is included in that designation to indicate that they are CEII.

4.3 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC (“Effective Date”) and shall remain in full force and effect ~~until for three (3) years from the Effective Date (“Current Term”) or as terminated pursuant to Section 4.4 of this Agreement. The Parties may mutually agree in writing to extend the term of the Agreement at any time.~~

4.4 Termination.

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving sixty (60) days prior written notice of termination to SCE, in the event that SCE commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to SCE written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to SCE. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a SCE uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by SCE. SCE may terminate this Agreement by giving not less than sixty (60) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of SCE's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing.

4.4.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this

Agreement which by their nature are intended to survive, including without limitation Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), and Section 4.17 (Severability), (ii) relieve SCE of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.5 Transition Assistance. Except in the case of a termination for a default by SCE, if SCE so requests, CAISO will reasonably assist SCE to transition to another Planning Coordinator, including providing data and assistance, provided that SCE will reimburse CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract, or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC, or WECC assesses one or more monetary penalties against CAISO as a Planning Coordinator for the violation of one or more Reliability Standards, and the conduct or omission(s) of SCE contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from SCE that portion of the penalty that resulted from SCE's conduct or omissions(s), provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met, except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to SCE, and

instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

- 4.8 Insurance.** CAISO is responsible for maintaining in force, during the full term of the Agreement, reasonable levels of Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage.
- 4.9 Uncontrollable Forces Tariff Provisions.** The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to SCE and references to the CAISO Tariff shall be read as references to this Agreement.
- 4.10 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of SCE, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 4.11 Notices.** The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to SCE and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 4.12 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

- 4.13 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 4.14 Compliance with Laws.** The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.
- 4.15 Subcontracting.** Neither Party may subcontract this Agreement, or any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.
- 4.16 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 4.17 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 4.18 Amendments.** This Agreement ~~and the Attachments hereto~~ may be amended from time to time by the mutual agreement of the Parties in writing. The Attachments hereto may be modified from time to time by the Authorized Representatives in writing and such modification shall not

constitute an amendment to this Agreement. Modifications to the Agreement that do not result in material changes to the Parties' obligations or performance herein may be made pursuant to a letter agreement between the Parties. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective.

Nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and SCE shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

4.19 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

Southern California Edison Company:

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1**Diagrams**

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment 2, Revision No. 2

CAISO and SCE Coordination

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the SCE-Operated BES Facilities, and provide, for illustrative purposes only, a description of how CAISO and SCE anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SCE-Operated BES Facilities. Notwithstanding the specific language in this Attachment 2, Parties agree that the version of each applicable Reliability Standard enforceable at any given date shall be the basis for compliance on that date. Parties further agree that the procedures used to comply with applicable standards for the SCE-Operated BES Facilities will mirror those contemporaneously utilized to comply with applicable standards for the CAISO-Operated BES Facilities. No separate procedure will be required.

1. Facility Interconnection Studies

Applicable standards: FAC-002-32, and/or any successor standard(s) subject to enforcement. ~~The purpose of FAC-002-32 is to study the impact of interconnecting new or materially modified Facilities on the Bulk Electric System.~~

2. Transmission Planning

Applicable standards: TPL-001-4; WECC Regional Criteria TPL-001-WECC-CRT-3.2, TPL-001-5.1 (with effective dates beginning 07/1/2023) and TPL-007-4.1 (when applicable and enforceable), ~~and/or any successor standard(s) subject to enforcement.~~

SCE participates in the CAISO Transmission Planning Process (TPP). SCE submits to the CAISO information about SCE system facilities that the CAISO requires to undertake its TPP. ~~The CAISO complies with TPL-001-4 (and TPL-001-5.1 with effective dates beginning 7/1/2023) and the WECC Regional Criteria TPL-001-WECC-CRT-3.2 in its TPP studies, and undertakes its TPP in accordance with its Tariff and BPMs.~~

TPL-007-4.1 pertains to transmission system planned performance ~~during~~ for geomagnetic disturbance (GMD) events. ~~CAISO as the Planning Coordinator and SCE as the Transmission Planner, (and Transmission Owner), will identify their roles and responsibilities in a matrix identifying which entity will maintain models (i.e., GIC system models), and perform studies for GMD Vulnerability Assessments, and implement GMD measurement data processes.~~

3. SOLs & IROLs, Transfer Capability, Methodology, and Stability Limits

Applicable standards: ~~FAC-010-32.1~~; ~~FAC-013-2~~; FAC-014-2, and/or any successor standard(s) subject to enforcement.

CAISO documents and shares its SOL Methodology with Transmission Planners (TPs) for use in developing SOLs and IROLs within its Planning Authority Area, and includes sharing its SOL Methodology with SCE as a TP. SCE will provide to CAISO any SOLs and IROLs that it may establish for the SCE system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs and IROLs for its Planning Authority Area, incorporating as appropriate the information provided by SCE. ~~SCE will provide CAISO SCE BES Facility ratings for CAISO to include in its transfer capability studies performed under FAC-013-2. CAISO will provide its Transfer Capability Methodology and assessment results to SCE.~~ SCE will provide to CAISO SCE's list of multiple ~~SCE/Adjacent System~~ contingencies (if any) which result in stability limits on the SCE BES system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 and R4.

Requirement R3 requires the CAISO as the Planning Coordinator and SCE as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinators, which includes RC West, and may include SPP.

Requirement R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator(s) (RC West and may include SPP) for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

54. Modeling, Data, and Analysis

Applicable standards: ~~MOD-031-32~~; MOD-032-1; ~~MOD-033-21 (when applicable and enforceable)~~ and/or any successor standard(s) subject to enforcement.

SCE will provide to CAISO SCE's transmission system load and modeling data pursuant to the requirements from MOD-032-1 in accordance with the document entitled "CAISO & SCE Joint Transmission Planning Base Case Preparation Process," which is available on the caiso.com website at: caiso.com > Planning > Transmission Planning > Submittal requirements- data for power system modeling and analysis - MOD-032-1. This process document includes requirements from MOD-032-1 and the WECC Data Preparation Manual. The

CAISO will include this data in its documentation for its Planning Coordinator Area and/or Balancing Authority Area, developed consistent with the NERC MOD-031-~~34~~, and MOD-032-1, and MOD-033-2 Standards, and the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for MOD-031-~~34~~ and for MOD-032-1 system modeling data for power system modeling and reliability analyses. The CAISO will use SCE's transmission system load and modeling data and models provided by SCE to meet CAISO's obligations under MOD-031-~~34~~, and MOD-032-1, and MOD-033-2 respectively. ~~MOD-033-1 regarding steady state and dynamic system model validation will become enforceable on 7/1/2017.~~

65. Underfrequency Load Shedding (UFLSs)

Applicable standard and regional criteria: PRC-006-~~52~~; WECC Regional Criteria PRC-006-WECC-CRT-~~3.12~~; and the NERC Standard PRC-006-5 WECC Regional Variance PRC-010-2 (when applicable and enforceable), and/or any successor standard(s) subject to enforcement.:-

SCE will participate in and/or provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-~~52~~ and WECC Regional Criteria PRC-006-WECC-CRT-~~3.12~~.

7. Undervoltage Load Shedding (UVLS) (if applicable to SCE)

Applicable standard: PRC-010-2 and/or any successor standard(s) subject to enforcement.

If applicable, SCE will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS). At this time, SCE does not have an UVLS program. Therefore, PRC-010-2 is currently not applicable to SCE.

86. Transmission Relay Loadability

Applicable standard: PRC-023-~~43~~, and/or any successor standard(s) subject to enforcement.

CAISO will include SCE Facilities in its assessment required under PRC-023-~~43~~ Requirement R6 and its sub-requirements. Upon request, SCE will provide Facilities information as needed by CAISO to perform its PRC-023-~~43~~ Requirement R6 evaluation.

9. Relay Performance During Stable Power Swings

Applicable standard: PRC-026-1

To ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions, CAISO will, at least once each calendar year, provide notification to SCE of each generator, transformer, and transmission line BES Element in its area that meets one or more of the criteria prescribed in Requirement R1.

10. Remedial Action Schemes

Applicable standard: PRC-012-2

To ensure that Remedial Action Schemes (RAS) do not introduce unintentional or unacceptable reliability risks to the BES, the Planning Coordinator, at least once every five full calendar years, shall perform an evaluation of each RAS within its planning area.

PRC-012-2 Requirement R4 RAS evaluation began in 2020 per the established PRC-012-2 R4 scope document developed with PC and TO/TP input. Evaluation of RAS within the CAISO Planning Coordinator Area is to be conducted over a five-year period. The PC provided 2020 results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year-end. Similarly, the PC is to provide ongoing annual results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year-end.

117. Nuclear

Applicable standard: NUC-001-~~43~~, and/or any successor standard(s) subject to enforcement.

NUC-001-~~43~~ is applicable to the CAISO and its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the California ISO Planning Coordinator Area. NUC-001-~~43~~ is no longer applicable to the SCE San Onofre Nuclear Generating Station (SONGS), which has been permanently closed. The permanent closure of SONGS was announced on June 7, 2013. SCE SONGS de-registered as a Nuclear Plant Generator Operator (NPGO) and was deactivated by NERC as a registered NPGO on November 13, 2013. Five requirements in a SONGS Switchyard Operation Letter Agreement, executed May 5, 2014 for the decommissioned SONGS, replaced the original 54 Nuclear Plant Interface Requirements and the SONGS NUC-001-2 Coordination Agreement. On May 19, 2014, FERC approved the amendment to the Transmission Control Agreement Appendix E for SONGS, effective June 1, 2014. It should be noted that the California ISO is not the Planning Coordinator for the Palo Verde Nuclear Power Plant, and the Palo

Verde Nuclear Power Plant is not located within the California ISO's Planning Coordinator Area.

Attachment 3, Revision No. 2

Table 1 – TPP Cost Calculation Using 2018/2019 GMC Update Cost of Service Study


Long Term Transmission Planning Cost Calculation
Reference Documents

2016 Cost of Service Study and 2018 GMC Update

<http://www.caiso.com/informed/Pages/StakeholderProcesses/Budget-GridManagementCharge.aspx>

2016 Cost of Service Study Work Papers

http://www.caiso.com/Documents/WorkPapers_2016Cost_ServiceStudy_2018GMCUpdate.pdf
Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	System Operations	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)								
<u>Develop Infrastructure</u>	<u>80001</u>							
Develop & Monitor Regulatory Contract Procedures	201		100%	\$ 441	0%	\$ -		
Manage Generator Interconnection Agreements (GIA)	202	100%		\$ 358	0%	-		
Manage Generator Interconnection Process (GIP)	203	100%		\$ 2,316	0%	-		
Manage Long Term Transmission Planning	204	100%		\$ 4,775	50%	2,388		
Manage Transmission and Resource Implementation	205	100%		\$ 252	0%	-		
Manage Transmission Maintenance Standards	206	100%		\$ 855	0%	-		
NERC/ WECC Loads & Resources Data Requests	207	100%		\$ 308	0%	-		
Seasonal Assessment	208	100%		\$ 224	0%	-		
Manage Queue	209	100%		\$ 879	0%	-		
				Total LTPP Direct Costs		\$ 2,388	(1)	= \$4,775 x factor of 50%
<i>Note: Information pulled from the 2016 Cost of Service Study Work Papers (page 4)</i>								
Allocation of Indirect Costs								
Total Direct Net System Operations Costs (before allocation of indirect costs)						\$ 38,269	(2)	
Percentage of LTPP costs to ABC level 2 Direct Costs						6.24%	(3)	= (1) / (2)
Total System Operations Indirect Dollars Allocated						\$ 90,790	(4)	
						Total LTPP Indirect Costs	(5)	= (3) * (4)
						Total Long Term Transmission Planning Costs	(6)	= (1) + (5)
						\$ 8,052		
<i>Note: Information pulled from the 2016 Cost of Service Study Work Papers (page 1)</i>								
Annual Planning Coordinator Service Charge Calculation								
Total number of transmission circuits in ISO 2018 Transmission Plan						1,570	(7)	
LTPP cost per transmission circuit in ISO 2018 Transmission Plan						\$ 5.13	(8)	= (6) / (7)
Total number of transmission circuits in SCE's planning coordinator services area						4	(9)	
						Annual Planning Coordinator Service Charge (\$ in 1000s)	(10)	= (8) * (9)
						\$ 20,514		

California ISO											
Long Term Transmission Planning Cost Calculation											
Reference Documents											
2019 Cost of Service Study and 2021 GMC Update											
http://www.caiso.com/Files/documents/rgroup.aspx?GroupID=2950&a=2-0446-4baa-b2f8-02e0457b00b											
Cost of Long Term Transmission Planning (LTPP)											
(amounts in thousands)											
Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
Develop Infrastructure											
Develop & Monitor Regulatory Contract Procedures	201	95%			5%		\$ 644	0%	\$ -		
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	-		
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	-		
Manage Long Term Transmission Planning	204		100%				\$ 6,618	50%	3,309		
Manage Transmission and Resource Implementation	205		95%		5%		\$ 685	0%	-		
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	-		
NERC/WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	-		
Seasonal Assessment	208		100%				\$ 284	0%	-		
Manage Queue	209		100%				\$ 786	0%	-		
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	-		
							Total LTPP Direct Costs	\$ 3,309		(1)	= \$6,618 x factor of 50%
<i>Note: Information pulled from the 2019 Cost of Service Study.</i>											
Allocation of Indirect Costs											
Total Direct Net System Operations Costs (before allocation of indirect costs)									\$ 43,934	(2)	
Percentage of LTPP costs to ABC level 2 Direct Costs									7.53%	(3)	= (1) / (2)
Total System Operations Indirect Dollars Allocated									\$ 44,116	(4)	
							Total LTPP Indirect Costs	\$ 3,323		(5)	= (3) * (4)
							Total Long Term Transmission Planning Costs	\$ 6,632		(6)	= (1) + (5)
Annual Planning Coordinator Service Charge Calculation											
Total number of transmission circuits in ISO 2023 Transmission Plan									1,579	(7)	
LTPP cost per transmission circuit in ISO 2019 Transmission Plan									\$ 4.20	(8)	= (6) / (7)
Total number of transmission circuits in Southern California Edison Company's system									4	(9)	
							Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 16,800		(10)	= (8) * (9)

Table 1 – TPP Cost Calculation Using 2015 GMC Update Cost of Service Study¹

Cost of Long Term Transmission Planning²					
ABC Level 2 Activities (\$ in thousands) all in Systems Operations	ABC Level 1	ABC Level 2	Amount	2014 Factor	Allocation
Regulatory contract procedures	80004	201	-\$378	0%	-
Manage Generator Interconnection Procedures (GIP) agreements	80004	202	\$818	0%	-
Manage GIP	80004	203	\$2,342	0%	-
Long Term Transmission Planning – TPP	80004	204	\$4,273	50%	\$2,137
New transmission resources	80004	205	\$552	0%	-
Transmission maintenance studies	80004	206	\$499	0%	-
Load resource data	80004	207	\$268	0%	-
Season assessment	80004	208	\$223	0%	-
Queue management	80004	209	\$615	0%	-
Annual Delivery Assessment	80004	210	25	0%	-
Subtotal: TPP Direct costs (see reference 2)	-	-	\$9,993	-	(1) \$2,137
Total System Operations Direct Costs (see reference 1, Table 22)	-	-	-	-	(2) \$48,915
Percentage of TPP to ABC level 2 Direct Costs $[(1)/(2)]$	-	-	-	-	(3) 4.37%
Total System Operations Indirect Dollars (see reference 1, Table 22)	-	-	-	-	(4) \$88,809
Subtotal: TPP related indirect costs [(3) x (4)]	-	-	-	-	(5) \$3,879
Total Direct and Indirect level 2 TPP costs $[(1) + (5)]$	-	-	-	-	(6) \$6,016

Annual Planning Coordinator Service Charge Calculation (\$ in thousands)	
Total number of PTO transmission circuits in ISO 2014/2015 Transmission Plan	(7) 1550
Total number of transmission circuits in MWD system	(8) 4
TPP cost per PTO transmission circuit in ISO 2014/2015 Transmission Plan $[(6) / (7)]$	(9) \$3.88
Initial Annual Planning Coordinator service charge (\$ in 1000s) $[(8) x (9)]$	-\$15.525

¹ California ISO 2015 GMC Update Cost of Service Study, April 2, 2014

² Table 14; California ISO 2015 GMC Update Cost of Service Study, April 2, 2014

Attachment 4, Revision No. 2

Notices & Authorized Representatives

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment C-3 RS87 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment C-4 RS87 Redline

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment C-5 RS87 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment C-6 RS87 Redline

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment D-1 Clean RS 104

PLANNING COORDINATOR AGREEMENT

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

**THE CITY OF SANTA CLARA, dba SILICON VALLEY
POWER**

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this ___ day of _____, 2017, and is entered into, by and between:

(1) The City of Santa Clara, California, a chartered California municipal corporation doing business as Silicon Valley Power (SVP), having its registered and principal place of business located at 1500 Warburton Ave, Santa Clara, California 95050. (“SVP”);

and

(2) the California Independent System Operator Corporation, a California nonprofit public benefit corporation, having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

SVP and CAISO are hereinafter referred to as the “Parties”.

RECITALS

A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824o, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and

B. WHEREAS, North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and SVP, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western Interconnection including California; and

C. WHEREAS, SVP owns transmission facilities, and generation units connected to those transmission facilities, that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“BAA”) (“SVP BES Facilities”), as well as certain transmission facilities, and generation units connected to those transmission facilities, that are not part of the BES (“SVP Non-BES Facilities”). The SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement are listed in Attachment 1.

D. WHEREAS, SVP is not a Participating Transmission Owner (“PTO”) as that term is defined in the FERC approved tariff of CAISO (“CAISO Tariff”); and

E. WHEREAS, SVP's current SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2); and

F. WHEREAS, SVP is registered with NERC as a Transmission Planner, Generation Owner, Generator Operator, Transmission Owner, Transmission Operator, and Distribution Provider; and

G. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with "Planning Coordinator"); and

H. WHEREAS, SVP has determined that there is a need for SVP to identify a Planning Coordinator for its SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement, currently and into the foreseeable future; and

I. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for SVP; and

J. WHEREAS, pursuant to this Agreement, CAISO agrees to be the Planning Coordinator for SVP; and

K. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and SVP will discharge their respective duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, THE PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC's "Glossary of Terms Used in NERC Reliability Standards" ("NERC Glossary of Terms").

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

(a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;

- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 Description of CAISO Responsibilities. While the Agreement is in effect, CAISO shall have the following responsibilities, including:

- (a) CAISO is registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator); and

(b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement;

(c) While the Agreement is in effect, CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement.

CAISO shall not, as a condition of performing the services set forth above, require SVP to become a PTO.

2.2 Description of SVP Responsibilities. While the Agreement is in effect, SVP shall have the following responsibilities, including:

(a) SVP is registered with NERC as a Transmission Planner; and

(b) SVP will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the SVP BES Facilities specified by this Agreement in Attachment 1, and

(c) In addition, SVP will study and analyze both its BES and non-BES Facilities specified in Attachment 1, as essential to the reliability and successful planning of CAISO's Planning Authority Area.

ARTICLE III PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and SVP anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement. SVP and CAISO may revise Attachment 2 by mutual written agreement. Regardless of the terms set forth in Attachment 2, the Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes. Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for SVP. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the SVP BES Facilities or SVP Non-BES Facilities covered by this Agreement may be processed pursuant to the

interconnection procedures adopted by SVP and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

3.3 Interconnections to PTO Facilities. This Agreement does not change the respective rights and responsibilities of CAISO and SVP with respect to interconnections to PTO facilities.

3.4 SVP's Responsibility for its Facilities. SVP will coordinate and cooperate with CAISO in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Owner and a Transmission Planner, SVP has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its facilities.

3.5 Provision of Data. SVP will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement, and CAISO agrees to use this information solely for this purpose.

3.6 Compliance.

3.6.1 The Parties will cooperate with each other with respect to all compliance related activities, including but not limited to WECC audits of Reliability Standards, and with respect to the Transmission Planner and the Planning Coordinator functions.

3.6.2 Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with an applicable Reliability Standard, including providing reports or data reasonably necessary to support the other party's self-certifications, potential violation reviews, or WECC audits of Reliability Standards.

3.7 Additional Studies or Assessments By CAISO. SVP may request CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator. At its sole discretion, CAISO may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by SVP in accordance with Section 4.1.2 of the Agreement.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment

4.1.1 Annual Service Fee. SVP will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of \$65,000 during the First Revised Current Term of the Agreement.

CAISO shall invoice SVP for the first Annual Fee within thirty (30) days of the Effective Date of the First Revised Current Term, and shall invoice SVP within thirty (30) days of each anniversary to the Effective Date during the First Revised Current Term consistent with Section 4.1.3. SVP will pay the invoice no later than thirty (30) days after receipt thereof.

The annual service fee will be based on the number of SVP BES Facilities and SVP non-BES Facilities covered by this Agreement multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit. The TPP cost per transmission circuit will be based on the CAISO annual budget and Grid Management Charge Rates as amended from time to time and the total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the annual service fee for each year of the First Revised Current Term is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner using data from the most recently published California ISO Grid Management Charge Update Cost of Service Study.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, SVP requests CAISO to undertake additional studies or assessments that are not within CAISO’s responsibility as a Planning Coordinator, and CAISO agrees to undertake such studies or assessments, SVP shall compensate CAISO at an hourly rate that is based on CAISO’s internal labor costs plus overhead. Before any studies or assessments are undertaken, CAISO and SVP will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to SVP monthly invoices for such studies or assessments consistent with Section 4.1.3 of the Agreement no later than thirty days after undertaking such work.

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be in a form acceptable to SVP and include a unique invoice number. SVP will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by SVP to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a “Recipient”) may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a “Discloser”) and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. A Recipient shall exercise the same standard of care to protect a Discloser’s confidential information as a reasonably prudent contractor would use to protect its own proprietary data. "Confidential Information" means (i) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. The Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d)

subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff.

4.3 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC (“Effective Date”) and shall remain in full force and effect for three (3) years from the Effective Date (“Current Term”) or as terminated pursuant to Section 4.4 of this Agreement. Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein. The Parties may mutually agree in writing to extend the term of the Agreement at any time.

4.4 Termination

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to SVP, in the event that SVP commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to SVP written notice of the default, unless excused by reason of Uncontrollable Force (as defined in Appendix A of the CAISO Tariff) in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to SVP. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a SVP uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by SVP. SVP may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of SVP’s notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing.

4.4.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including without limitation Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), and Section 4.17 (Severability), (ii) relieve SVP of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.5 Transition Assistance. Except in the case of a termination for a default by SVP, if SVP so requests, CAISO will reasonably assist SVP to transition to another Planning Coordinator, including providing data and assistance, provided that SVP will reimburse CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC or WECC assesses one or more monetary penalties against CAISO as a Planning Coordinator for the violation of one or more Reliability Standards, and the conduct or omission(s) of SVP contributed, in whole or in part, to the violation(s) at issue, then the CAISO may

recover from SVP that portion of the penalty that resulted from SVP's conduct or omissions(s) provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to SVP, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage.

4.9 Uncontrollable Forces Tariff Provisions. The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to SVP and references to the CAISO Tariff shall be read as references to this Agreement.

4.10 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of SVP, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to SVP and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

4.12 Waivers. Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

4.13 Governing Law and Forum. This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

4.14 Compliance with Laws. The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.

4.15 Subcontracting. Neither Party may subcontract this Agreement, nor any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

4.16 Merger. This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.17 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

4.18 Amendments. This Agreement and the Attachments hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective.

Nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's

rules and regulations promulgated thereunder, and SVP shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

4.19 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

DEANNA SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Attachment 1
SVP System One-Line Diagram

(Section 2.2)

Five SVP Circuits Applicable to PC Agreement:

BES elements

1. SVP Switching Station – NRS 230kV line
2. SRS-DUA 115kV line
3. KRS-DUA 115kV line

Non-BES elements¹

4. Northeast Loop
 - NRS 115/60 kV bank#1 (NRS-Agnew 60kV line)
5. Northwest Loop
 - NRS 115/60 kV bank #2 (NRS-Mission 60kV line)

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

¹ WECC BES Inclusion Guideline:
<https://www.wecc.biz/Reliability/BES%20Inclusion%20Guideline%20-%20Approved%203-22-2016.docx>

Attachment 2
CAISO and SVP Coordination
(Section 3.1)

1. Interconnections

Applicable standards: FAC-002-2

With respect to interconnections to SVP facilities, SVP will conduct interconnection studies pursuant to its facilities interconnection procedures and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from SVP interconnection studies in its Generator Interconnection Deliverability Allocation Procedures (“GIDAP”) and Transmission Planning Process (“TPP”) studies. SVP and CAISO will jointly evaluate, coordinate and cooperate on interconnection studies. This agreement does not affect either (1) interconnections to the CAISO Controlled Grid facilities which will continue to be governed by the CAISO Tariff and Business Practice Manuals (“BPMs”), or (2) SVP’s rights and responsibilities with respect to such interconnections.

2. Transmission Planning

Applicable standards: TPL-001-4; TPL-007-3 (through 9/30/2020); TPL-007-4 (effective date starting 10/1/2020 for R1, R2, R5, R9, and with other requirements having later effective dates, spanning from 7/1/2021 through 1/1/2024); WECC Regional Criteria TLP-001-WECC-CRT-3.2; WECC BES Inclusion Guideline, and TPL-001-5 (with a 7/1/2023 effective date).

SVP will participate in the CAISO TPP. SVP will submit to the CAISO the information about the SVP system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with SVP’s responsibility to meet Reliability Standards applicable to a Transmission Planner or Transmission Owner, SVP has the final responsibility and authority over implementing corrective actions, modifications or changes to its facilities.

TPL-007-3, and now TPL-007-4, pertain to transmission system planned performance for geomagnetic disturbance (“GMD”) events. CAISO as the Planning Coordinator, and SVP as the Transmission Planner, will identify their roles and responsibilities in the TPL-007-4 Responsibilities Matrix, identifying which entity will maintain models (i.e., GIC system models), participate in WECC-wide studies, or perform studies, needed to complete benchmark and supplemental GMD Vulnerability Assessments, and implement GMD measurement data processes.

3. SOLs Methodology, SOLs, IROLs, and Stability Limits

Applicable standards: FAC-010-3, FAC-014-2

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Authority Area, and includes sharing its SOL Methodology with the SVP. Pursuant to FAC-014-2, SVP will establish and provide to CAISO SOLs for the SVP system, if any, consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by SVP. SVP will include facility ratings for its BES Facilities when providing its annual base case models to the CAISO either directly, or indirectly through Pacific Gas & Electric (“PG&E”). SVP will provide to CAISO SVP’s list of multiple SVP Adjacent System contingencies (if any) which result in stability limits on the SVP system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Modeling, Data, and Analysis

Applicable standards: MOD-031-2; MOD-032-1; MOD-033-1

MOD-031-2 Demand and Energy Data;
MOD-032-1 Data for Power System Modeling and Analysis;
MOD-033-1 Steady-State and Dynamic System Model Validation

SVP will provide to CAISO SVP’s transmission system data and modeling data pursuant to the requirements of MOD-032-1 and the WECC Data Preparation Manual and CEC data collection requirements. Information regarding MOD-031-2 and MOD-033-1 will be provided upon request from the CAISO, and the information regarding MOD-032-1 will be provided in the annual base case development process. The CAISO will include this data in its documentation for its Planning Coordinator Area and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the SVP transmission system load and modeling data and models provided by SVP as needed to meet its obligations under MOD-031-2, MOD-032-1, and MOD-033-1. SVP currently has 10 MW of contractually interruptible demand (one customer) on the SVP system. There is currently no Direct Control Load Management (DCLM) load data on the SVP system.

5. Underfrequency Load Shedding (UFLS)

Applicable standards and regional criteria: PRC-006-3, WECC Regional Criteria PRC-006-WECC-CRT-3.1, and the NERC Standard PRC-006-5 WECC Regional Variance (when it becomes effective).

SVP will provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-3 WECC Regional Variance, the WECC Regional Criteria PRC-006-WECC-CRT-3.1, and ultimately the PRC-006-5 WECC Regional Variance.

6. Transmission Relay Loadability

Applicable standard: PRC-023-4

CAISO will include the SVP BES Facilities and the SVP Non-BES Facilities covered by this Agreement in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-4 R6. Upon request, SVP will provide facilities information needed by CAISO to perform its PRC-023-4 R6 evaluations. The CAISO will assist SVP in obtaining access to the CAISO's Transmission Register.

7. Additional Protection and Control (PRC) Standards

Applicable standards: PRC-010-2; PRC-026-1 R1 (1/1/2018), PRC-012-2 (1/1/2021)

- PRC-010-2 Under Voltage Load Shedding (UVLS) (4/2/2017), if applicable;
- PRC-026-1 R1 (1/1/2018) Relay Performance During Stable Power Swings;
- PRC-012-2 Remedial Action Schemes (RAS) (1/1/2021 Effective Date), if applicable.

If PRC-010-2 is applicable to SVP, SVP will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

The purpose of PRC-026-1 is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. If, pursuant to PRC-026-1 R1 Criterion 4, the CAISO notifies SVP of an Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance, SVP will perform its compliance obligations as a GO and TO subject to PRC-026-1, requirements R2-R4. If any of R1 Criterion 1 – 4 are identified by CAISO as the Planning Coordinator, the CAISO would notify SVP. SVP would perform its compliance obligations as a GO and TO subject to PRC-026-1 R2-R4.

With respect to PRC-012-2 R4, the CAISO began its R4 RAS evaluation in 2020 with TO/TP input. The R4 RAS evaluation will be performed over the allowed five-year period. CAISO will provide year-end results of the RAS evaluation to each TO/TP who own RAS which have been evaluated during the year.

8. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 & R4 (4/1/2017)

Pursuant to R3, the CAISO as the Planning Coordinator and SVP as the Transmission Planner will provide their Planning Assessment(s) to RC West as the impacted Reliability Coordinator. Planning Assessments performed by the CAISO on SVP's behalf will be provided to RC West by the CAISO.

Pursuant to R4, CAISO as the Planning Coordinator and SVP as the Transmission Planner will jointly develop solutions with RC West as its respective Reliability Coordinator for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

9. Nuclear

NUC-001-3 is applicable to the CAISO as a Planning Coordinator and to its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the CAISO Controlled Grid. NUC-001-3 is not applicable to SVP, as SVP does not have any nuclear facilities.

10. Cyber Security Standards

Applicable Standards:

CIP-002-5.1a – Cyber Security – BES Cyber System Categorization Medium Impact Rating (M) Attachment 1 Criteria 2.3, 2.6, and 2.9, if applicable;

- and possibly CIP-014-2 R2 Physical Security (**only if** the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1).

Attachment 3

Calculation of Annual Service Fee for 2021 (Section 4.1.1)



Long Term Transmission Planning Cost Calculation

Reference Documents
 2019 Cost of Service Study and 2021 GMC Update
<http://www.caliso.com/Informed/Pages/StakeholderProcesses/Budget-GridManagementCharge.aspx>

Cost of Long Term Transmission Planning (LTPP) (amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier
Allocation of Direct Costs (ABC Level 2 Activities)										
Develop Infrastructure	80001									
Develop & Monitor Regulatory Contract Procedures	201	95%			5%		\$ 644	0%	\$ -	
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	\$ -	
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	\$ -	
Manage Long Term Transmission Planning	204		100%				\$ 6,618	50%	\$ 3,309	
Manage Transmission and Resource Implementation	205		100%				\$ 685	0%	\$ -	
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	\$ -	
NERC/ WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	\$ -	
Seasonal Assessment	208		100%				\$ 284	0%	\$ -	
Manage Queue	209		100%				\$ 786	0%	\$ -	
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	\$ -	
							Total LTPP Direct Costs		\$ 3,309	(1)

Note: Information pulled from the 2019 Cost of Service Study.

Allocation of Indirect Costs

Total Direct Net System Operations Costs (before allocation of indirect costs)
 Percentage of LTPP costs to ABC level 2 Direct Costs
 Total System Operations Indirect Dollars Allocated

Total LTPP Direct Costs	\$ 3,309	(1)
Total Direct Net System Operations Costs (before allocation of indirect costs)	\$ 43,934	(2)
Percentage of LTPP costs to ABC level 2 Direct Costs	7.53%	(3)
Total System Operations Indirect Dollars Allocated	\$ 44,116	(4)
Total LTPP Indirect Costs	\$ 3,323	(5)
Total Long Term Transmission Planning Costs	\$ 6,632	(6)

Note: Information pulled from the 2016 Cost of Service Study Work Papers (page 1)

Annual Planning Coordinator Service Charge Calculation

Total number of transmission circuits in ISO 2019 Transmission Plan
 LTPP cost per transmission circuit in ISO 2019 Transmission Plan

Total number of transmission circuits in Silicon Valley Power's system	1,571	(7)
LTPP cost per transmission circuit in ISO 2019 Transmission Plan	\$ 4,222	(8)
Total number of transmission circuits in Silicon Valley Power's system	5	(9)
Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 21,107	(10)

Attachment 4

Notices
(Sections 4.1.3, 4.11)

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment D-2 Red-lined RS 104

PLANNING COORDINATOR AGREEMENT

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

**THE CITY OF SANTA CLARA, dba SILICON VALLEY
POWER**

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this ___ day of _____, 2017, and is entered into, by and between:

(1) The City of Santa Clara, California, a chartered California municipal corporation doing business as Silicon Valley Power (SVP), having its registered and principal place of business located at 1500 Warburton Ave, Santa Clara, California 95050. (“SVP”);

and

(2) the California Independent System Operator Corporation, a California nonprofit public benefit corporation, having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

SVP and CAISO are hereinafter referred to as the “Parties”.

RECITALS

A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824o, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and

B. WHEREAS, North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and SVP, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western Interconnection including California; and

C. WHEREAS, SVP owns transmission facilities, and generation units connected to those transmission facilities, that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“BAA”) (“SVP BES Facilities”), as well as certain transmission facilities, and generation units connected to those transmission facilities, that are not part of the BES (“SVP Non-BES Facilities”). The SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement are listed in Attachment 1.

D. WHEREAS, SVP is not a Participating Transmission Owner (“PTO”) as that term is defined in the FERC approved tariff of CAISO (“CAISO Tariff”); and

E. WHEREAS, SVP's current SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2); and

F. WHEREAS, SVP is registered with NERC as a Transmission Planner, Generation Owner, Generator Operator, Transmission Owner, Transmission Operator, and Distribution Provider; and

G. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with "Planning Coordinator"); and

H. WHEREAS, SVP has determined that there is a need for SVP to identify a Planning Coordinator for its SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement, currently and into the foreseeable future; and

I. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for SVP; and

J. WHEREAS, pursuant to this Agreement, CAISO agrees to be the Planning Coordinator for SVP; and

K. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and SVP will discharge their respective duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, THE PARTIES AGREE as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC's "Glossary of Terms Used in NERC Reliability Standards" ("NERC Glossary of Terms").

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

(a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms will prevail to the extent of the inconsistency;

- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 Description of CAISO Responsibilities. While the Agreement is in effect, CAISO shall have the following responsibilities, including:

- (a) CAISO is registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator); and

(b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement;

(c) While the Agreement is in effect, CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement.

CAISO shall not, as a condition of performing the services set forth above, require SVP to become a PTO.

2.2 Description of SVP Responsibilities. While the Agreement is in effect, SVP shall have the following responsibilities, including:

(a) SVP is registered with NERC as a Transmission Planner; and

(b) SVP will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the SVP BES ~~and SVP Non-BES~~ Facilities ~~specified covered~~ by this Agreement—as specified in the list in Attachment 1, and-

(c) In addition, SVP will study and analyze both its BES and non-BES Facilities specified in Attachment 1, as essential to the reliability and successful planning of CAISO's Planning Authority Area.

ARTICLE III PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and SVP anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement. SVP and CAISO may revise Attachment 2 by mutual written agreement. Regardless of the terms set forth in Attachment 2, the Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes. Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for SVP. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the SVP BES Facilities or SVP Non-

BES Facilities covered by this Agreement may be processed pursuant to the interconnection procedures adopted by SVP and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

3.3 Interconnections to PTO Facilities. This Agreement does not change the respective rights and responsibilities of CAISO and SVP with respect to interconnections to PTO facilities.

3.4 SVP's Responsibility for its Facilities. SVP will coordinate and cooperate with CAISO in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Owner and a Transmission Planner, SVP has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its facilities.

3.5 Provision of Data. SVP will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the SVP BES Facilities and SVP Non-BES Facilities covered by this Agreement, and CAISO agrees to use this information solely for this purpose.

3.6 Compliance.

3.6.1 The Parties will cooperate with each other with respect to all compliance related activities, including but not limited to WECC audits of Reliability Standards, and with respect to the Transmission Planner and the Planning Coordinator functions.

3.6.2 Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with an applicable Reliability Standard, including providing reports or data reasonably necessary to support the other party's self-certifications, potential violation reviews, or WECC audits of Reliability Standards.

3.7 Additional Studies or Assessments By CAISO. SVP may request CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator. At its sole discretion, CAISO may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by SVP in accordance with Section 4.1.2 of the Agreement.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment

4.1.1 Annual Service Fee. SVP will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of \$~~650~~,000 during the First Revised Current Term of the Agreement.

CAISO shall invoice SVP for the first Annual Fee within thirty (30) days of the Effective Date of the First Revised Current Term, and shall invoice SVP within thirty (30) days of each anniversary to the Effective Date during the First Revised Current Term consistent with Section 4.1.3. SVP will pay the invoice no later than thirty (30) days after receipt thereof.

The annual service fee will be based on the number of SVP BES Facilities and SVP non-BES Facilities covered by this Agreement multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit. The TPP cost per transmission circuit will be based on the CAISO annual budget and Grid Management Charge Rates as amended from time to time and the total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. -The calculation of the annual service fee for each year of the First Revised Current Term is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner using data from the most recently published California ISO Grid Management Charge Update Cost of Service Study.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, SVP requests CAISO to undertake additional studies or assessments that are not within CAISO’s responsibility as a Planning Coordinator, and CAISO agrees to undertake such studies or assessments, SVP shall compensate CAISO at an hourly rate that is based on CAISO’s internal labor costs plus overhead. Before any studies or assessments are undertaken, CAISO and SVP will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to SVP monthly invoices for such studies or assessments consistent with Section 4.1.3 of the Agreement no later than thirty days after undertaking such work.

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be in a form acceptable to SVP and include a unique invoice number. SVP will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by SVP to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a “Recipient”) may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a “Discloser”) and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. A Recipient shall exercise the same standard of care to protect a Discloser’s confidential information as a reasonably prudent contractor would use to protect its own proprietary data. "Confidential Information" means (i) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to either Party by the other Party, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. The Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or (d)

subject to the provisions of Section 4.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff.

4.3 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC (“Effective Date”) and shall remain in full force and effect for three (3) years from the Effective Date (“Current Term”) or as terminated pursuant to Section 4.4 of this Agreement. Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein. The Parties may mutually agree in writing to extend the term of the Agreement at any time.

4.4 Termination

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to SVP, in the event that SVP commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to SVP written notice of the default, unless excused by reason of Uncontrollable Force (as defined in Appendix A of the CAISO Tariff) in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to SVP. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a SVP uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by SVP. SVP may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of SVP’s notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing.

4.4.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including without limitation Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), and Section 4.17 (Severability), (ii) relieve SVP of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.5 Transition Assistance. Except in the case of a termination for a default by SVP, if SVP so requests, CAISO will reasonably assist SVP to transition to another Planning Coordinator, including providing data and assistance, provided that SVP will reimburse CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC or WECC assesses one or more monetary penalties against CAISO as a Planning Coordinator for the violation of one or more Reliability Standards, and the conduct or omission(s) of SVP contributed, in whole or in part, to the violation(s) at issue, then the CAISO may

recover from SVP that portion of the penalty that resulted from SVP's conduct or omissions(s) provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to SVP, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage.

4.9 Uncontrollable Forces Tariff Provisions. The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to SVP and references to the CAISO Tariff shall be read as references to this Agreement.

4.10 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of SVP, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to SVP and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

4.12 Waivers. Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

4.13 Governing Law and Forum. This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

4.14 Compliance with Laws. The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.

4.15 Subcontracting. Neither Party may subcontract this Agreement, nor any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

4.16 Merger. This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.17 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

4.18 Amendments. This Agreement and the Attachments hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective.

Nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's

rules and regulations promulgated thereunder, and SVP shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

4.19 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

DEANNA SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Attachment 1
SVP System One-Line Diagram

(Section 2.2)

Five SVP Circuits Applicable to PC Agreement:

BES elements

1. SVP Switching Station – NRS 230kV line
2. SRS-DUA 115kV line
3. KRS-DUA 115kV line

Non-BES elements¹

4. Northeast Loop
 - NRS 115/60 kV bank#1 (NRS-Agnew 60kV line)
5. Northwest Loop
 - NRS 115/60 kV bank #2 (NRS-Mission 60kV line)

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

¹ WECC BES Inclusion Guideline:
<https://www.wecc.biz/Reliability/BES%20Inclusion%20Guideline%20-%20Approved%203-22-2016.docx>

Attachment 2
CAISO and SVP Coordination
(Section 3.1)

1. Interconnections

Applicable standards: FAC-002-2

With respect to interconnections to SVP facilities, SVP will conduct interconnection studies pursuant to its facilities interconnection procedures and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from SVP interconnection studies in its Large Generator Interconnection Deliverability Allocation Procedures (“GIDAPLGP”) and Transmission Planning Process (“TPP”) studies. SVP and CAISO will jointly evaluate, coordinate and cooperate on interconnection studies. This agreement does not affect either (1) interconnections to the CAISO Controlled Grid facilities which will continue to be governed by the CAISO Tariff and Business Practice Manuals (“BPMs”), or (2) SVP’s rights and responsibilities with respect to such interconnections.

2. Transmission Planning

Applicable standards: TPL-001-4; TPL-007-34 (through 9/30/2020); TPL-007-4 (effective date starting 10/1/2020 for R1, R2, R5, R9, and with other requirements having later effective dates, spanning from 7/1/2021 through 1/1/2024); WECC Regional Criteria TLP-001-WECC-CRT-3.24; WECC BES Inclusion Guideline, and TPL-001-5 (with a 7/1/2023 effective date).

SVP will participate in the CAISO Transmission Planning Process (TPP). SVP will submit to the CAISO the information about the SVP system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with SVP’s responsibility to meet Reliability Standards applicable to a Transmission Planner or Transmission Owner, SVP has the final responsibility and authority over implementing corrective actions, modifications or changes to its facilities.

TPL-007-3, and now TPL-007-4, pertain to transmission system planned performance for geomagnetic disturbance (“GMD”) events. CAISO as the Planning Coordinator, and SVP as the Transmission Planner, will identify their roles and responsibilities in the TPL-007-4 Responsibilities Matrix, identifying which entity will maintain models (i.e., GIC system models), participate in WECC-wide studies, or perform studies, needed to complete benchmark and supplemental GMD Vulnerability Assessments, and implement GMD measurement data processes.

3. SOLs Methodology, SOLs, IROLs, Transfer Capability and Stability Limits

Applicable standards: FAC-010-3, ~~FAC-013-2~~, FAC-014-2

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Authority Area, and includes sharing its SOL Methodology with the SVP ~~system~~. Pursuant to FAC-014-2, SVP will establish and provide to CAISO SOLs for the SVP system, if any, consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by SVP. SVP will ~~include~~provide ~~CAISO~~ facility ratings for its BES Facilities when providing its annual base case models to the CAISO either directly, or indirectly through Pacific Gas & Electric (“PG&E”), to include in its transfer capability studies performed under FAC-013-2. CAISO will provide its Transfer Capability Methodology and assessment results to SVP. SVP will provide to CAISO SVP’s list of multiple SVP/ Adjacent ~~s~~System contingencies (if any) which result in stability limits on the SVP system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. **Modeling, Data, and Analysis**

Applicable standards: MOD-031-2; MOD-032-1; MOD-033-1

MOD-031-2 Demand and Energy Data;
MOD-032-1 Data for Power System Modeling and Analysis;
MOD-033-1 Steady-State and Dynamic System Model Validation

SVP will provide to CAISO SVP’s transmission system data and modeling data, including load, pursuant to the requirements of MOD-032-1 and the WECC Data Preparation Collection Manual and CEC data collection requirements. Information regarding MOD-031-2 and MOD-033-1 will be provided upon request from the CAISO, and the information regarding MOD-032-1 will be provided in the annual base case development process. The CAISO will include this data in its documentation for its Planning ~~Coordinator Authority~~ Area and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the SVP transmission system load and modeling data and models provided by SVP as needed to meet its obligations under MOD-031-2, MOD-032-1, and MOD-033-1. SVP currently has 108 MW of contractually interruptible demand (one customer) and 7 MW of standby demand (one customer) on the SVP system. There is currently no Direct Control Load Management (DCLM) load data on the SVP system.

5. **Underfrequency Load Shedding (UFLS)**

Applicable standards and regional criteria: PRC-006-~~32~~, WECC Regional Criteria PRC-006-WECC-CRT-3.1, and the NERC Standard PRC-006-~~53~~ WECC Regional Variance (when it becomes effective).~~(10/1/2017)~~

SVP will ~~participate and/or~~ provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-~~3~~ WECC Regional Variance,~~and~~ the WECC Regional Criteria PRC-006-WECC-CRT-3.1, and ultimately the PRC-006-5 WECC Regional Variance.~~SVP will participate in and/or provide information as necessary for the CAISO's activities related to PRC-006 and PRC-006-WECC-CRT.~~

6. Transmission Relay Loadability

Applicable standard: ~~PRC-023-43~~

CAISO will include the SVP BES Facilities and the SVP Non-BES Facilities covered by this Agreement in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-~~43~~ R6. Upon request, SVP will provide facilities information needed by CAISO to perform its PRC-023-~~43~~ R6 evaluations. The CAISO will assist SVP in obtaining access to the CAISO's Transmission Register.

7. Additional Protection and Control (PRC) Standards

Applicable standards: PRC-010-2; PRC-026-1 R1 (1/1/2018), PRC-012-2 (1/1/2021)

- PRC-010-2 Under Voltage Load Shedding (UVLS) (4/2/2017), if applicable;
- PRC-026-1 R1 (1/1/2018) Relay Performance During Stable Power Swings;
- PRC-012-2 Remedial Action Schemes (RAS) (1/1/2021 Effective Date FERC approved on 9/20/2017), if applicable.

If PRC-010-2 is applicable to SVP, SVP will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

The purpose of PRC-026-1 is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. If, pursuant to PRC-026-1 R1 Criterion 4, the CAISO notifies SVP of an Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance, SVP will perform its compliance obligations as a GO and TO subject to PRC-026-1, requirements R2-R4. If any of R1 Criterion 1 – 4 are identified by CAISO as the Planning Coordinator, the CAISO would notify SVP. SVP would perform its compliance obligations as a GO and TO subject to PRC-026-1 R2-R4.

With respect to PRC-012-2 R4, the CAISO began its R4 RAS evaluation in 2020 with TO/TP input. The R4 RAS evaluation will be performed over the allowed five-year period. CAISO will provide year-end results of the RAS evaluation to each TO/TP who own RAS which have been evaluated during the year.

8. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 & R4 (4/1/2017)

Pursuant to R3, the CAISO as the Planning Coordinator and SVP as the Transmission Planner will provide their Planning Assessment(s) to RC West as the impacted Reliability Coordinator. Planning Assessments performed by the CAISO on SVP's behalf will be provided to RC West by the CAISO.

Pursuant to R4, CAISO as the Planning Coordinator and SVP as the Transmission Planner will jointly develop solutions with RC West as its respective Reliability Coordinator for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

9. Nuclear

NUC-001-3 is applicable to the CAISO as a Planning Coordinator and to its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the CAISO Controlled Grid. NUC-001-3 is not applicable to SVP, as SVP does not have any nuclear facilities. ~~Not Applicable~~

10. Cyber Security Standards

Applicable Standards:

CIP-002-5.1a – Cyber Security – BES Cyber System Categorization Medium Impact Rating (M) Attachment 1 ~~Impact Rating~~ Criteria 2.3, 2.6, and 2.9, if applicable;

and possibly CIP-014-2 R2 Physical Security (**only if** the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1).

- ~~• CIP-002-5.1a – Cyber Security – BES Cyber System Categorization~~
 - ~~• CIP-014-2 R2 – Physical Security (only if requested by the TO)~~

Attachment 3

Calculation of Annual Service Fee for 2021 (Section 4.1.1)



Long Term Transmission Planning Cost Calculation

Reference Documents
 2019 Cost of Service Study and 2021 GMC Update
<http://www.caiso.com/informed/Pages/StakeholderProcesses/Budget-GridManagementCharge.aspx>

Cost of Long Term Transmission Planning (LTPP) (amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier
Allocation of Direct Costs (ABC Level 2 Activities)										
Develop Infrastructure	80001									
Develop & Monitor Regulatory Contract Procedures	201	95%			5%		\$ 644	0%	\$ -	
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	\$ -	
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	\$ -	
Manage Long Term Transmission Planning	204		100%				\$ 6,618	50%	\$ 3,309	
Manage Transmission and Resource Implementation	205		100%				\$ 685	0%	\$ -	
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	\$ -	
NERC/ WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	\$ -	
Seasonal Assessment	208		100%				\$ 284	0%	\$ -	
Manage Queue	209		100%				\$ 786	0%	\$ -	
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	\$ -	
							Total LTPP Direct Costs		\$ 3,309	(1)

Note: Information pulled from the 2019 Cost of Service Study.

Allocation of Indirect Costs

Total Direct Net System Operations Costs (before allocation of indirect costs)
 Percentage of LTPP costs to ABC level 2 Direct Costs
 Total System Operations Indirect Dollars Allocated

Total LTPP Direct Costs	\$ 3,309	(1)
Total Direct Net System Operations Costs (before allocation of indirect costs)	\$ 43,934	(2)
Percentage of LTPP costs to ABC level 2 Direct Costs	7.53%	(3)
Total System Operations Indirect Dollars Allocated	\$ 44,116	(4)
Total LTPP Indirect Costs	\$ 3,323	(5)
Total Long Term Transmission Planning Costs	\$ 6,632	(6)

Note: Information pulled from the 2016 Cost of Service Study Work Papers (page 1)

Annual Planning Coordinator Service Charge Calculation

Total number of transmission circuits in ISO 2019 Transmission Plan
 LTPP cost per transmission circuit in ISO 2019 Transmission Plan

Total number of transmission circuits in Silicon Valley Power's system	1,571	(7)
LTPP cost per transmission circuit in ISO 2019 Transmission Plan	\$ 4,222	(8)
Total number of transmission circuits in Silicon Valley Power's system	5	(9)
Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 21,107	(10)

Calculation of Annual Service Fee For 2017

Cost of the Long Term Transmission Planning Process						
ABC Level 2 Activities (\$ in thousands) all in Systems Operations	ABC Level 1	ABC Level 2	Indirect	Amount	2014 Factor	Allocations
Develop Infrastructure (DI)	80001					
Regulatory contract procedures	201		100%	\$378	0%	\$0
Manage Generator Interconnection Procedures (GIP) agreements	202	100%		\$818	0%	\$0
Manage GIP	203	100%		\$2,342	0%	\$0
Long Term Transmission Planning - TPP	204	100%		\$4,273	50%	\$2,137
New transmission resources	205	100%		\$552	0%	\$0
Transmission maintenance studies	206	100%		\$499	0%	\$0
Load resource data	207	100%		\$268	0%	\$0
Season assessment	208	100%		\$223	0%	\$0
Queue management	208	100%		\$615	0%	\$0
Annual delivery assessment	210	100%		\$25	0%	\$0
Subtotal: TPP Direct costs (see reference 2)				\$9,993		\$2,137
Total System Operations Direct Costs (see reference 1, Table 22)						\$48,915
Percentage of TPP to ABC Level 2 Direct Costs [(1)/(2)]						\$0
Total System Operations Indirect Dollars (see reference 1, Table 22)						\$88,809
Subtotal: TPP related indirect costs [(3) x (4)]						\$3,879
Total Direct and Indirect Level 2 TPP costs [(1) + (5)]						\$6,015
Annual Planning Coordinator Service Charge Calculation (\$ in thousands)						
Total number of transmission circuits in ISO [2015/2016] Transmission Plan	(7)	1,555				
Total number of transmission circuits in Silicon Valley Power system	(8)	5				
TPP cost per PTO transmission circuit in ISO [2015/2016] Transmission Plan [(6) / (7)]	(9)	\$3.87				
Initial Annual Planning Coordinator service charge (\$ in thousands) [(8) x (9)]		\$19,342				
[1] California ISO 2015 GMC Update Cost of Service Study, April 2, 2014 [2] Table 14; California ISO 2015 GMC Update Cost of Service Study, April 2, 2014						

Attachment 4

Notices
(Sections 4.1.3, 4.11)

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment D-3 RS104 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment D-4 RS104 Redline

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment D-5 RS104 Clean

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment D-6 RS104 Redline

**[ATTACHMENT CONSISTS OF PRIVILEGED MATERIAL REDACTED PURSUANT
TO 18 C.F.R. § 388.112]**

Attachment E Form of Protective Order

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

California Independent System)
Operator Corporation) Docket No. ER24-_____

PROTECTIVE ORDER

(Issued)

1. Participants in this proceeding(s) may exchange documents or materials that are deemed to contain Privileged Material and/or Critical Energy/Electric Infrastructure Information (CEII), as those terms are defined herein. Accordingly, IT IS ORDERED THAT this Protective Order shall govern the use of all such material produced by, or on behalf of, any Participant in the above-captioned proceeding(s).

2. The Commission's regulations¹ and its policy governing the labelling of controlled unclassified information (CUI),² establish and distinguish the respective designations of Privileged Material and CEII. As to these designations, this Protective Order provides that a Participant:

- A. *may* designate as Privileged Material any material which customarily is treated by that Participant as commercially sensitive or proprietary or material subject to a legal privilege, which is not otherwise available to the public, and which, if disclosed, would subject that Participant or its customers to risk of competitive disadvantage or other business injury; and
- B. *must* designate as CEII, any material that meets the definition of that term as provided by 18 C.F.R. §§ 388.113(a), (c).

3. For the purposes of this Protective Order, the listed terms are defined as follows:

- A. Participant(s): As defined at 18 C.F.R. § 385.102(b).
- B. Privileged Material:³

¹ Compare 18 C.F.R. § 388.112 with 18 C.F.R. § 388.113.

² *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*, 82 Fed. Reg. 18632 (Apr. 20, 2017) (issued by Commission Apr. 14, 2017).

³ The Commission's regulations state that "[f]or the purposes of the Commission's filing requirements, non-CEII subject to an outstanding claim of exemption from disclosure under FOIA, . . .

- i. Material (including depositions) provided by a Participant in response to discovery requests and designated as Privileged Material by such Participant;⁴
- ii. Any information contained in or obtained from such designated material;
- iii. Any other material which is made subject to this Protective Order by the Federal Energy Regulatory Commission (Commission), any court, or other body having appropriate authority, or by agreement of the Participants (subject to approval by the relevant authority);⁵
- iv. Notes of Privileged Material (memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Privileged Material);⁶ or
- v. Copies of Privileged Material.
- vi. Privileged Material does not include:
 - a. Any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be privileged by such agency or court;
 - b. Information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order; or

will be referred to as privileged material.” 18 C.F.R. § 388.112(a). The regulations further state that “[f]or material filed in proceedings set for trial-type hearing or settlement judge proceedings, a participant’s access to material for which privileged treatment is claimed is governed by the presiding official’s protective order.” 18 C.F.R. § 388.112(b)(2)(v).

⁴ See *infra* P 11 for the procedures governing the labeling of this designation.

⁵ The Commission’s regulations state that “[a] presiding officer may, by order . . . restrict public disclosure of discoverable matter in order to . . . [p]reserve a privilege of a participant. . . .” 18 C.F.R. § 385.410(c)(3). To adjudicate such privileges, the regulations further state that “[i]n the absence of controlling Commission precedent, privileges will be determined in accordance with decisions of the Federal courts with due consideration to the Commission’s need to obtain information necessary to discharge its regulatory responsibilities.” 18 C.F.R. § 385.410(d)(1)(i).

⁶ Notes of Privileged Material are subject to the same restrictions for Privileged Material except as specifically provided in this Protective Order.

- c. Any information or document labeled as “Non-Internet Public” by a Participant, in accordance with Paragraph 30 of FERC Order No. 630.⁷
 - C. Critical Energy/Electric Infrastructure Information (CEII): As defined at 18 C.F.R. §§ 388.113(a), (c).
 - D. Non-Disclosure Certificate: The certificate attached to this Protective Order, by which Participants granted access to Privileged Material and/or CEII must certify their understanding that such access to such material is provided pursuant to the terms and restrictions of this Protective Order, and that such Participants have read the Protective Order and agree to be bound by it. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for this proceeding.
 - E. Reviewing Representative: A person who has signed a Non-Disclosure Certificate and who is:
 - i. Commission Trial Staff designated as such in this proceeding;
 - ii. An attorney who has made an appearance in this proceeding for a Participant;
 - iii. Attorneys, paralegals, and other employees associated for purposes of this case with an attorney who has made an appearance in this proceeding on behalf of a Participant;
 - iv. An expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for, submitting evidence or testifying in this proceeding;
 - v. A person designated as a Reviewing Representative by order of the Commission; or
 - vi. Employees or other representatives of Participants appearing in this proceeding with significant responsibility for this docket.
4. Privileged Material and/or CEII shall be made available under the terms of this Protective Order only to Participants and only to their Reviewing Representatives as provided in Paragraphs 6-10 of this Protective Order. The contents of Privileged Material, CEII or any other form of information that copies or discloses such materials shall not be disclosed to anyone other than in

⁷ FERC Stats. & Regs. ¶ 31,140.

accordance with this Protective Order and shall be used only in connection with this specific proceeding.

5. All Privileged Material and/or CEII must be maintained in a secure place. Access to those materials must be limited to Reviewing Representatives specifically authorized pursuant to Paragraphs 7-9 of this Protective Order.

6. Privileged Material and/or CEII must be handled by each Participant and by each Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 9 of this Protective Order. Privileged Material and/or CEII shall not be used except as necessary for the conduct of this proceeding, nor shall they (or the substance of their contents) be disclosed in any manner to any person except a Reviewing Representative who is engaged in this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Privileged Material and/or CEII, but such copies automatically become Privileged Material and/or CEII. Reviewing Representatives may make notes of Privileged Material, which shall be treated as Notes of Privileged Material if they reflect the contents of Privileged Material.

7. If a Reviewing Representative's scope of employment includes any of the activities listed under this Paragraph 7, such Reviewing Representative may not use information contained in any Privileged Material and/or CEII obtained in this proceeding for a commercial purpose (e.g. to give a Participant or competitor of any Participant a commercial advantage):

- A. Energy marketing;
- B. Direct supervision of any employee or employees whose duties include energy marketing; or
- C. The provision of consulting services to any person whose duties include energy marketing.

8. In the event that a Participant wishes to designate a person not described in Paragraph 3.E above as a Reviewing Representative, the Participant must seek agreement from the Participant providing the Privileged Material and/or CEII. If an agreement is reached, the designee shall be a Reviewing Representative pursuant to Paragraph 3.D of this Protective Order with respect to those materials. If no agreement is reached, the matter must be submitted to the Presiding Judge for resolution.

9. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Privileged Material and/or CEII pursuant to this Protective Order unless that Reviewing Representative first has executed a Non-Disclosure Certificate. However, if an attorney qualified as a Reviewing Representative has executed a Non-Disclosure Certificate, any participating paralegal, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys designated Reviewing Representatives are responsible for ensuring that persons under their supervision or

control comply with this Protective Order, and must take all reasonable precautions to ensure that Privileged Material and/or CEII are not disclosed to unauthorized persons. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for the proceeding.

10. Any Reviewing Representative may disclose Privileged Material and/or CEII to any other Reviewing Representative as long as both Reviewing Representatives have executed a Non-Disclosure Certificate. In the event any Reviewing Representative to whom Privileged Material and/or CEII are disclosed ceases to participate in this proceeding, or becomes employed or retained for a position that renders him or her ineligible to be a Reviewing Representative under Paragraph 3.D of this Protective Order, access to such materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Order and the Non-Disclosure Certificate for as long as the Protective Order is in effect.⁸

11. All Privileged Material and/or CEII in this proceeding filed with the Commission or submitted to any Commission personnel, must comply with the Commission's *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*.⁹ Consistent with those requirements:

- A. Documents that contain Privileged Material must include a top center header on each page of the document with the following text: CUI//PRIV.
- B. Documents that contain CEII must include a top center header on each page of the document with the following text: CUI//CEII.
- C. Documents that contain both Privileged Material and CEII must include a top center header on each page of the document with the following text: CUI//CEII/PRIV.
- D. The specific content on each page of the document that constitutes Privileged Material and/or CEII must also be clearly identified. For example, lines or individual words or numbers that include both Privileged Material and CEII shall be prefaced and end with "BEGIN CUI//CEII/PRIV" and "END CUI//CEII/PRIV".

12. The Secretary shall place any Privileged Material and/or CEII filed with the Commission in a non-public file. By placing such documents in a non-public file, the Commission is not making a determination concerning any claim of privilege or CEII status. The Commission

⁸ See *infra* P 21.

⁹ 82 Fed. Reg. 18632 (Apr. 20, 2017) (issued by Commission Apr. 14, 2017).

retains the right to make determinations with regard to any privilege or CEII claim, as well as the discretion to release information necessary to carry out its jurisdictional responsibilities.

13. If any Participant desires to include, utilize, or refer to Privileged Material or information derived from Privileged Material in testimony or other exhibits during the hearing in this proceeding in a manner that might require disclosure of such materials to persons other than Reviewing Representatives, that Participant first must notify both counsel for the disclosing Participant and the Commission, and identify all such Privileged Material. Thereafter, use of such Privileged Material will be governed by procedures determined by the Commission.

14. Nothing in this Protective Order shall be construed as precluding any Participant from objecting to the production or use of Privileged Material and/or CEII on any appropriate ground.

15. Nothing in this Protective Order shall preclude any Participant from requesting the Commission, or any other body having appropriate authority, to find this Protective Order should not apply to all or any materials previously designated Privileged Material pursuant to this Protective Order. The Commission, or any other body having appropriate authority may alter or amend this Protective Order as circumstances warrant at any time during the course of this proceeding.

16. Each Participant governed by this Protective Order has the right to seek changes in it as appropriate from the Commission or any other body having appropriate authority.

17. Subject to Paragraph 18, the Commission shall resolve any disputes arising under this Protective Order pertaining to Privileged Material according to the following procedures. Prior to presenting any such dispute to the Commission, the Participants to the dispute shall employ good faith best efforts to resolve it.

- A. Any Participant that contests the designation of material as Privileged Material shall notify the Participant that provided the Privileged Material by specifying in writing the material for which the designation is contested.
- B. In any challenge to the designation of material as Privileged Material, the burden of proof shall be on the Participant seeking protection. If the Commission finds that the material at issue is not entitled to the designation, the procedures of Paragraph 18 shall apply.
- C. The procedures described above shall not apply to material designated by a Participant as CEII. Material so designated shall remain subject to the provisions of this Protective Order, unless a Participant requests and obtains a determination from the Commission's CEII Coordinator that such material need not retain that designation.

18. The designator will have five (5) days in which to respond to any pleading requesting disclosure of Privileged Material. Should the Commission determine that the information should

be made public, the Commission will provide notice to the designator no less than five (5) days prior to the date on which the material will become public. This Protective Order shall automatically cease to apply to such material on the sixth (6th) calendar day after the notification is made unless the designator files a motion with the Commission with supporting affidavits, demonstrating why the material should continue to be privileged. Should such a motion be filed, the material will remain confidential until such time as the interlocutory appeal or certified question has been addressed by the Motions Commissioner or Commission, as provided in the Commission's regulations, 18 C.F.R. §§ 385.714, 385.715. No Participant waives its rights to seek additional administrative or judicial remedies after a decision regarding Privileged Material or the Commission's denial of any appeal thereof or determination in response to any certified question. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act (5 U.S.C. § 552) for Privileged Material and/or CEII in the files of the Commission.

19. Privileged Material and/or CEII shall remain available to Participants until the later of 1) the date an order terminating this proceeding no longer is subject to judicial review, or 2) the date any other Commission proceeding relating to the Privileged Material and/or CEII is concluded and no longer subject to judicial review. After this time, the Participant that produced the Privileged Material and/or CEII may request (in writing) that all other Participants return or destroy the Privileged Material and/or CEII. This request must be satisfied with within fifteen (15) days of the date the request is made. However, copies of filings, official transcripts and exhibits in this proceeding containing Privileged Material, or Notes of Privileged Material, may be retained if they are maintained in accordance with Paragraph 5 of this Protective Order. If requested, each Participant also must submit to the Participant making the request an affidavit stating that to the best of its knowledge it has satisfied the request to return or destroy the Privileged Material and/or CEII. To the extent Privileged Material and/or CEII are not returned or destroyed, they shall remain subject to this Protective Order.

20. Regardless of any order terminating this proceeding, this Protective Order shall remain in effect until specifically modified or terminated by the Presiding Judge, the Chief Judge, or the Commission. All CEII designations shall be subject to the "[d]uration of the CEII designation" provisions of 18 C.F.R. § 388.113(e).

21. Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

California Independent System)
Operator Corporation) Docket No. ER24-_____

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Privileged Material is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of Privileged Material, any notes or other memoranda, or any other form of information that copies or discloses such materials, shall not be disclosed to anyone other than in accordance with the Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____