

June 8, 2011

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Re: California Independent System Operator Corporation  
Filing of an Amendment to Service Agreement No. 785  
Docket No. ER11-\_\_\_\_-000**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d, the California Independent System Operator Corporation submits for Commission filing and acceptance an executed amendment to the meter service agreement for scheduling coordinators (“Amended MSASC”) between the ISO and the Western Area Power Administration – Desert Southwest Region (“Western-DSR”). The ISO requests an effective date for the Amended MSASC of June 15, 2011 to account for changes to other agreements coincident with this date.

In conjunction with the instant filing, the ISO submitted today in Docket No. ER11-3758-000 a separate filing of the already-effective meter service agreement for scheduling coordinators between the ISO and Western-DSR into the eTariff system as non-conforming service agreement no. 785 of the ISO, in addition to filing the attached Amended MSASC. The ISO’s separate submittal today of the meter service agreement for scheduling coordinators is the first time that the ISO is submitting the Western-DSR meter service agreement for scheduling coordinators into the eTariff system pursuant to the provisions of Order No. 714 regarding electronic tariffs.

## **I. Background**

On April 25, 2007, the CAISO and Western-DSR entered into a scheduling coordinator agreement and a meter service agreement for scheduling coordinators. Both these agreements were submitted to FERC through the Electric Quarterly Report filing and made effective May 1, 2007 as requested by Western-DSR. Thereafter, Western-DSR requested to make certain changes to the agreements to make them compatible with federal contracting guidelines, and as such the CAISO and Western-DSR agreed to formalize the changes through

an amendment to the agreements submitted in ER08-812-000, which were accepted in a letter order issued by the Commission on June 3, 2008.

**A. Purpose of the Amended Meter Service Agreement for Scheduling Coordinators**

The primary purpose of the Amended MSASC is to update the agreement to be consistent with the current *pro forma* version of the meter service agreement for scheduling coordinators included in the ISO tariff and the changes previously accepted by the Commission as part of the ISO's new market implementation and as part of the ISO's more recent tariff clarifications.<sup>1</sup> In addition, certain information included in the schedules has been updated. The following paragraph summarizes these two categories of proposed changes.

The ISO tariff now includes updated terminology, including the term "Approved Load Profile". This updated term has been incorporated in the Amended MSASC along with other updated terms. In addition, the *pro forma* meter service agreement for scheduling coordinators "boilerplate provisions" contained in Appendix B.7 to the ISO tariff have been updated. These updated provisions are now reflected in the Amended MSASC, including provisions regarding: (i) definitions and interpretation, (ii) term and termination, (iii) general terms and conditions, (iv) penalties and sanctions, (v) uncontrollable forces, and (vi), miscellaneous. All of these changes, along with other miscellaneous changes such as referring to "CAISO" instead of "ISO," represent the totality of changes necessary to update the original meter service agreement for scheduling coordinators between the ISO and Western-DSR to the *pro forma* meter service agreement for scheduling coordinators currently included in the ISO tariff. The Amended MSASC also contains changes to Schedule 5, Access to Meter Data, to remove an entities access, and Schedule 6, Notice, to update contacts for notices information for Western-DSR and the ISO

The provisions of the Amended SCA are of immediate significance only to the ISO and Western-DSR and are agreed to by the parties. The ISO requests that the Commission accept the amended Western-DSR scheduling coordinator agreement as filed as non conforming service agreement no. 785.

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<sup>1</sup> See *California Independent System Operator Corporation*, 125 FERC ¶ 61,262 (2008) (accepting revisions to the *pro forma* scheduling coordinator agreement and other agreements, among other revisions, filed in connection with the ISO's new market, subject to compliance filing regarding unrelated matters); see also *California Independent System Operator Corporation*, 134 FERC ¶ 61,140 (2011) (accepting clarifications to the *pro forma* scheduling coordinator agreement and other agreements, among other tariff clarifications, subject to a compliance filing by the ISO regarding which an order is still pending).

## **II. Effective Date and Request for Waiver**

The ISO requests that the Amended MSASC be made effective on June 15, 2011. The ISO 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 of the Commission's regulations (18 C.F.R. § 35.3), and to the extent necessary, the ISO respectfully requests that the Commission grant any other waivers of Part 35 of its regulations that may be required in connection with the requested effective date. June 15, 2011 is the effective date that the ISO and Western-DSR have agreed upon and will allow the parties to update additional agreements effective as of the same date. Granting the requested effective date and waiver, therefore, is appropriate.

## **III. Expenses**

No expense or cost associated with this filing has been alleged or judged in any judicial or administrative proceeding to be illegal, duplicative, unnecessary, or demonstratively the product of discriminatory employment practices.

## **IV. Service**

Copies of this filing have been served upon Western-DSR, the California Public Utilities Commission, and the California Energy Commission. In addition, the filing has been posted on the ISO website.

The ISO encloses the following for filing:

- (1) this letter of transmittal;
- (2) the executed Amended MSASC (Attachment A);and
- (4) the Amended MSASC with revisions to the prior version shown in red-line format (Attachment B).

## VI. Correspondence

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

John C. Anders\*  
Senior Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 608-7287  
Fax: (916) 608-7222  
E-mail: [janders@caiso.com](mailto:janders@caiso.com)

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

## VII. Conclusion

The ISO respectfully requests that the Commission accept this filing and permit the ISO's submittal of the Amended MSASC to be effective as of the date requested. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,  
**By: /s/ John C. Anders**

Nancy Saracino  
General Counsel  
Sidney M. Davies  
Assistant General Counsel  
John C. Anders  
Senior Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 608-7287  
Fax: (916) 608-7222  
[janders@caiso.com](mailto:janders@caiso.com)

Attorneys for the California Independent  
System Operator Corporation

**Attachment A**  
**Revised Service Agreement No. 785**  
**Non Conforming Amended Meter Service Agreement for Scheduling Coordinators**

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**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**WESTERN AREA POWER ADMINISTRATION  
DESERT SOUTHWEST REGION**

**METER SERVICE AGREEMENT  
FOR SCHEDULING COORDINATORS**

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## METER SERVICE AGREEMENT FOR SCHEDULING COORDINATORS

**THIS AGREEMENT** is dated this 19<sup>th</sup> day of May, 2011 and is entered into, by and between:

(1) **Western Area Power Administration – Desert Southwest Region** having its registered and principal place of business located at **615 South 43<sup>rd</sup> Avenue, Phoenix, Arizona 85009** (the “SC”);

and

(2) **California Independent System Operator Corporation**, a California non-profit 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 (the “CAISO”).

The Scheduling Coordinator and the CAISO are hereinafter referred to as the “Parties”.

### Whereas:

- A.** Section 10 of the CAISO Tariff requires the CAISO to enter into a meter service agreement with each Scheduling Coordinator responsible for providing Settlement Quality Meter Data for Scheduling Coordinator Metered Entities that it represents.
- B.** Section 10 of the CAISO Tariff requires Scheduling Coordinators to ensure that the Scheduling Coordinator Metered Entities that they represent adhere to the requirements and standards for Metering Facilities set forth in Section 10.3.
- C.** The Parties are entering into this Agreement in order to establish the terms and conditions upon which the CAISO and the Scheduling Coordinator shall discharge their respective duties and responsibilities pursuant to this Agreement and the CAISO Tariff.
- D.** All obligations and responsibilities included in this Agreement may be set forth in further detail in the CAISO Tariff.

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

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 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 CAISO Tariff, the CAISO Tariff 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 a section, article or schedule shall mean a section, article or a schedule 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;



- (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; and
- (l) references to the CAISO Tariff and other CAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the CAISO.

## ARTICLE II

### TERM AND TERMINATION

**2.1 Effective Date.** This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

#### **2.2 Termination**

**2.2.1 Termination by CAISO.** Subject to Section 4.2 the CAISO may terminate this Agreement by giving written notice of termination in the event that the Scheduling Coordinator commits any default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the CAISO Tariff. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**2.2.2 Termination by SC.** In the event that the Scheduling Coordinator wishes to terminate this Agreement, the Scheduling Coordinator shall give the

CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Scheduling Coordinator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

## ARTICLE III

### GENERAL TERMS AND CONDITIONS

- 3.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to the provisions of the CAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the CAISO Tariff.
- 3.2 Requirements and Standards for Metering Facilities.** The Scheduling Coordinator shall ensure that the Scheduling Coordinator Metered Entities it represents shall adhere to the requirements and standards for Metering Facilities of its Local Regulatory Authority. If that Scheduling Coordinator Metered Entity's Local Regulatory Authority has not set any requirements or standards in relation to any of its Metering Facilities, the Scheduling Coordinator representing that Scheduling Coordinator Metered Entity must comply with the requirements and standards for those Metering Facilities as set forth in this Agreement and the CAISO Tariff.
- 3.3 Obligations and Rights of the Scheduling Coordinator.**
- 3.3.1 Meter Information.** If the CAISO so requests, the Scheduling Coordinator shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to the meters for all Scheduling Coordinator Metered Entities it represents including the reference to specific distribution loss factors or methodology it proposes to use as determined by the relevant UDC and approved by the relevant

Local Regulatory Authority. The Scheduling Coordinator must immediately notify the CAISO of any changes to the information provided to the CAISO in accordance with this Section 3.3.1 and provide the CAISO with any information in relation to such change as reasonably requested by the CAISO. Any amendments or additions to Schedule 1 shall not constitute an amendment to this Agreement.

- 3.3.2 Assistance and Cooperation of Scheduling Coordinator.** The Scheduling Coordinator shall ensure that the CAISO shall, upon reasonable notice, have access to the entire Metering Facilities of the Scheduling Coordinator Metered Entities that it represents from the meter data server to the Metering Facilities in order to inspect, test or otherwise audit those Metering Facilities.
- 3.3.3 Profiled and Cumulative Meter Data.** The Scheduling Coordinator shall provide the CAISO with any applicable Approved Load Profile for each Scheduling Coordinator Metered Entity that it represents that is load profiled in accordance with the CAISO Tariff. The Scheduling Coordinator shall provide a copy of the Approved Load Profile applicable to each Scheduling Coordinator Metered Entity (if any) that it represents, which shall be set forth in Schedule 2 to this Agreement. The Scheduling Coordinator must immediately notify the CAISO of any changes to the Approved Load Profiles referred to in Schedule 2 to this Agreement and provide the CAISO with a copy of the new or amended Approved Load Profile. Such change to Schedule 2 shall not constitute an amendment to this Agreement.
- 3.3.4 Security and Validation Procedures.** The Scheduling Coordinator shall apply to the Meter Data of the Scheduling Coordinator Metered Entities that it represents the security and validation procedures prescribed by the relevant Local Regulatory Authority. If the relevant Local Regulatory Authority has not prescribed any such procedures, the Scheduling Coordinator shall apply the procedures set forth in the CAISO Tariff. Meter Data submitted by a Scheduling Coordinator for Scheduling Coordinator Metered Entities shall conform to these standards unless the CAISO has, at its discretion, exempted the Scheduling Coordinator from these standards.

### **3.4 Obligations and Rights of the CAISO.**

- 3.4.1 Exemptions Granted by CAISO.** Any exemptions provided for under the CAISO Tariff that are granted by the CAISO shall be set forth in Schedule 3 to this Agreement. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.
- 3.4.2 CAISO as Third-Party Beneficiary.** The CAISO shall be a third-party beneficiary to the agreements between the Scheduling Coordinator and Scheduling Coordinator Metered Entities that the Scheduling Coordinator represents. Such agreements shall grant the CAISO access to any relevant information, records and facilities of the Scheduling Coordinator Metered Entity as needed for the CAISO to fulfill its obligations under this Agreement and the CAISO Tariff.

## ARTICLE IV

### PENALTIES & SANCTIONS

- 4.1 Penalties.** If the Scheduling Coordinator provides inaccurate or incorrect Settlement Quality Meter Data or fraudulent Meter Data to the CAISO, the CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the Scheduling Coordinator. Fraudulent Meter Data means any data provided to the CAISO by the Scheduling Coordinator that the Scheduling Coordinator knows to be false, incorrect or incomplete at the time it provided it to the CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part A or in the CAISO Tariff. No penalties or sanctions, including the suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Scheduling Coordinator to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Scheduling Coordinator. The CAISO will provide notice to all Scheduling Coordinators of any filing of proposed penalties or sanctions with the FERC. The CAISO shall notify the Scheduling Coordinator of those approved penalties within 14 days of their approval by the FERC.
- 4.2 Corrective Measures.** If the Scheduling Coordinator or any Scheduling Coordinator Metered Entity that it represents fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as set forth in the CAISO Tariff, the CAISO shall be permitted to take corrective measures. Details of the corrective measures and rights

the CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part B or in the CAISO Tariff.

## ARTICLE V

### ACCESS TO METER DATA

- 5.1 Third Parties.** Third parties that are authorized by the Scheduling Coordinator to access the Meter Data of a Scheduling Coordinator Metered Entity held by the CAISO and that are entitled to such Meter Data shall be identified in Schedule 5 to this Agreement. The Scheduling Coordinator shall not provide a third party access to Meter Data of a Scheduling Coordinator Metered Entity unless the Scheduling Coordinator has permission from that Scheduling Coordinator Metered Entity to provide that access. The relevant UDCs and TOs shall be included in Schedule 5 provided that the Scheduling Coordinator Metered Entity has granted those UDCs and TOs access to its Meter Data. Any amendment or addition to Schedule 5 shall not constitute an amendment to this Agreement. The Scheduling Coordinator shall, on request by the Scheduling Coordinator Metered Entity, access the Meter Data held by the CAISO relating to that Scheduling Coordinator Metered Entity and provide that Meter Data to the Scheduling Coordinator Metered Entity in a timely manner.

## ARTICLE VI

### COSTS

- 6.1 Certification, Inspection and Auditing of Meters.** The Scheduling Coordinator shall be responsible for all reasonable costs incurred by the CAISO or a CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the Scheduling Coordinator provides Meter Data to the CAISO. The CAISO or CAISO Authorized Inspector will furnish the Scheduling Coordinator, upon request, an itemized bill for such costs.

## ARTICLE VII

### DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE VIII

### REPRESENTATIONS AND WARRANTIES

- 8.1 Representations 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.
- 8.2 Necessary Authority.** The Scheduling Coordinator represents and warrants that all of the entities which it identifies on Schedule 1 as Scheduling Coordinator Metered Entities that it represents have granted it all necessary authority to enable it to carry out its obligations under this Agreement and the CAISO Tariff, and, subject to the execution and delivery by the CAISO, this Agreement will be enforceable against the Scheduling Coordinator in accordance with its terms.
- 8.3 Meter Data Access.** The Scheduling Coordinator represents and warrants that all third parties referred to in Schedule 5 to this Agreement have been authorized by the relevant Scheduling Coordinator Metered Entity as having access to its Settlement Quality Meter Data.

## ARTICLE IX

### LIABILITY AND INDEMNIFICATION

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the CAISO Tariff to Market Participants

shall be read as references to the Scheduling Coordinator and references in the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE X

### UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and all references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE XI

### MISCELLANEOUS

- 11.1 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. Such consent shall not be unreasonably withheld. 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.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with the Scheduling Coordinator's Scheduling Coordinator Agreement and in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator 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 Schedule 6. A Party must update the information in Schedule 6 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 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 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.

- 11.4 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 Scheduling Coordinator irrevocably consents that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 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.
- 11.7 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.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the 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 the Scheduling Coordinator 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.

**11.9 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.

**11.10 Contingent upon Appropriations.** Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the CAISO hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

**11.11 Covenant against Contingent Fees.** The CAISO warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CAISO for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

**11.12 Contract Work Hours and Safety Standards.** The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 329, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 327-334, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

**11.13 Equal Opportunity Employment Practices.** Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive

Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the CAISO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

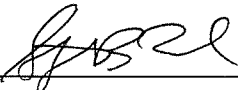
**11.14 Use of Convict Labor.** The CAISO agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

**11.15 Counterparts.** This Amendment 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.

**11.16 Termination.** The provisions of this Amendment including any subsequent amendments shall remain in full force and effect until the termination of the Agreement.

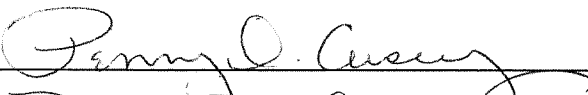
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

**California Independent System Operator Corporation**

By:   
Name: Steve Berberich  
Title: Vice President & Chief Operating Officer  
Date: May 19, 2011



**Western Area Power Administration – Desert Southwest Region**

By:   
Name: Penny D. Casey  
Title: DSW, EMMCS Manager  
Date: 5/12/2011

**SCHEDULE 1****METER INFORMATION****[Section 3.3.1]**

Meter Number

Name of the Facility

Contact details for Scheduling Coordinator Metered Entity Representative

**SCHEDULE 2****APPROVED LOAD PROFILE****[Section 3.3.3]**

Attach details of each Approved Load Profile used by the Scheduling Coordinator Metered Entities represented by the Scheduling Coordinator, the names of the Scheduling Coordinator Metered Entities that use each of those Approved Load Profiles and the name of the Local Regulatory Authority that approved each of those Approved Load Profiles.

**SCHEDULE 3**

**EXEMPTIONS FROM METERING STANDARDS AND OTHER  
REQUIREMENTS  
[Section 3.4.1]**

Exemption

Attach variation with an explanation.

**NONE**

Name of the relevant Local Regulatory Authority which sets security and validation standards for the Scheduling Coordinator Metered Entity.

**NONE**

Other Exemptions

**NONE**

**SCHEDULE 4**

**PART A**

**CAISO IMPOSED PENALTIES AND SANCTIONS**

**[Section 4.1]**

**TO BE INSERTED UPON FERC APPROVAL**

**PART B**

**CORRECTIVE MEASURES**

**[Section 4.2]**

**TO BE DEVELOPED**

**SCHEDULE 5****ACCESS TO METER DATA****[Section 5.1]**

List the third parties authorized by each Scheduling Coordinator Metered Entity represented by the Scheduling Coordinator to access that Scheduling Coordinator Metered Entity's Settlement Quality Meter Data.

**NONE**



**SCHEDULE 6****NOTICE****[Section 11.2]**

Name of Primary Representative: Penny Casey  
Title: Manager, Energy Management & Marketing Office  
Company: Western Area Power Administration – Desert Southwest Region  
Address: 615 South 43<sup>rd</sup> Avenue  
City/State/Zip Code: Phoenix, AZ 85009  
Email Address: Casey@wapa.gov  
Phone: (602) 605-2585  
Fax No: (602) 605-2831

Name of Alternative Representative: John Paulsen  
Title: Lead Energy Management/Marketing Specialist  
Company: Western Area Power Administration – Desert Southwest Region  
Address: 615 South 43<sup>rd</sup> Avenue  
City/State/Zip Code: Phoenix, AZ 85009  
Email Address: Paulsen@wapa.gov  
Phone: (602) 605-2557  
Fax No: (602) 605-2831

**CAISO:**

## Name of Primary

Representative: Ms. Roni L. Reese  
Title: Sr. Contracts Analyst  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: rreese@caiso.com  
Phone: (916) 608-7027  
Fax: (916) 608-7292

## Name of Alternative

Representative: Christopher J. Sibley  
Title: Lead Contract Negotiator  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: csibley@caiso.com  
Phone: (916) 608-7030  
Fax: (916) 608-7292

**Attachment B - Blacklines**  
**Revised Service Agreement No. 785**  
**Non Conforming Amended Meter Service Agreement for Scheduling Coordinators**

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**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**WESTERN AREA POWER ADMINISTRATION  
DESERT SOUTHWEST REGION**

**METER SERVICE AGREEMENT  
FOR SCHEDULING COORDINATORS**

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**METER SERVICE AGREEMENT  
FOR SCHEDULING COORDINATORS**

**THIS AGREEMENT** is dated this    day of    and is entered into, by and between:

(1)        **Western Area Power Administration – Desert Southwest Region** having its registered ~~or~~and principal place of business located at **615 South 43<sup>rd</sup> Avenue, Phoenix, Arizona 85009** (the “SC”);

and

(2)        **California Independent System Operator Corporation**, a California non-profit public benefit corporation having a principal executive office located at such place in the State of California as the ISOCAISO Governing Board may from time to time designate, ~~initially 151 Blue Ravine Road~~currently 250 Outcropping Way, Folsom, California 95630 (the “CAISO”).

The Scheduling Coordinator and the ISOCAISO are hereinafter referred to as the “Parties.”

**Whereas:**

- A.**        Section 10 of the ISOCAISO Tariff requires the ISOCAISO to enter into a meter service agreement with each Scheduling Coordinator responsible for providing Settlement Quality Meter Data for Scheduling Coordinator Metered Entities that it represents.
- B.**        Section 10 of the ISOCAISO Tariff requires Scheduling Coordinators to ensure that the Scheduling Coordinator Metered Entities that they represent adhere to the requirements and standards for Metering Facilities set forth in Section 10.3.
- C.**        The Parties are entering into this Agreement in order to establish the terms and conditions upon which the ISOCAISO and the Scheduling Coordinator shall discharge their respective duties and responsibilities pursuant to this Agreement and the ISOCAISO Tariff.
- D.**        All obligations and responsibilities included in this Agreement may be set forth in further detail in the ISOCAISO Tariff.

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

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

**1.1 Master Definitions Supplement.** ~~Unless defined in Section 1.2 of this Agreement, all~~ All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the ISOCAISO Tariff.

**1.2 Special Definitions for this Agreement.** In this Agreement, the following words and expressions shall have the meanings set forth below:

~~"ISO Authorized Inspector"~~ has the meaning as defined in the ISO Tariff.

~~"ISO Metered Entity"~~ means:

(a) ~~any one of the following entities that is directly connected to the ISO Controlled Grid:~~

i. ~~a Generator other than a Generator that sells all of its Energy (excluding any Energy consumed by auxiliary load equipment electrically connected to that Generator at the same point) and Ancillary Services to the UDC in whose Service Area it is located;~~

ii. ~~an Eligible Customer; or~~

iii. ~~an End-User other than an End-User that purchases all of its Energy from the UDC in whose Service Area it is located; and~~

(b) ~~any one of the following entities:~~

i. ~~a Participating Generator;~~

ii. ~~a Participating TO in relation to its Tie Point Meters with other TOs or Control Areas; or~~

iii. ~~a Participating Load.~~

**"MDAS"** means ~~the ISO's revenue metering data acquisition and processing system.~~

**"Metering Facilities"** means ~~revenue quality meters, instrument transformers, secondary circuitry, secondary devices, meter data servers, related communication facilities and other related local equipment.~~

**"SC"** means ~~Scheduling Coordinator.~~

~~"Scheduling Coordinator Metered Entity" or "SC Metered Entity" means a Generator, Eligible Customer or End-User that is not an ISO Metered Entity.~~

**1.31.2 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 ~~ISO~~CAISO Tariff, the ~~ISO~~CAISO Tariff 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 a section, article or schedule shall mean a section, article or a schedule 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;
- (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; and

- (l) references to the ISOCAISO Tariff and other ISOCAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the ISO-CAISO.

## ARTICLE II TERM AND TERMINATION

**2.1 Effective Date.** This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

### **2.2 Termination**

**2.2.1 Termination by ISO-CAISO.** Subject to Section 44.2 the ISOCAISO may terminate this Agreement by giving written notice of termination in the event that the Scheduling Coordinator commits any default under this Agreement and/or the ISOCAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the ISOCAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the ISOCAISO Tariff. With respect to any notice of termination given pursuant to this Section, the ISOCAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the ISOCAISO with FERC will be considered timely if: (1) the request to file a filing of the notice of termination is made after the preconditions for termination have been met, and (2) the ISOCAISO files the notice of termination within ~~30~~sixty (60) days of receipt of such request after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**2.2.2 Termination by SC.** In the event that the Scheduling Coordinator wishes to terminate this Agreement, the Scheduling Coordinator shall give the ISOCAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the ISOCAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the ISOCAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and (2) the ISOCAISO files the notice of termination within thirty (30) days of receipt



of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Scheduling Coordinator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

### **ARTICLE III GENERAL TERMS AND CONDITIONS**

- 3.1 Agreement Subject to ISOCAISO Tariff.** This Agreement shall be subject to the provisions of the ISOCAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the ISOCAISO Tariff.
- 3.2 Requirements and Standards for Metering Facilities.** The Scheduling Coordinator shall ensure that the Scheduling Coordinator Metered Entities it represents shall adhere to the requirements and standards for Metering Facilities of its Local Regulatory Authority. If that Scheduling Coordinator Metered Entity's Entity's Local Regulatory Authority has not set any requirements or standards in relation to any of its Metering Facilities, the Scheduling Coordinator representing that Scheduling Coordinator Metered Entity must comply with the requirements and standards for those Metering Facilities as set forth in this Agreement and the ISOCAISO Tariff.
- 3.3-\_\_Obligations and Rights of the Scheduling Coordinator.**
- 3.3.1 Meter Information.** If the ISOCAISO so requests, the Scheduling Coordinator shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to the meters for all Scheduling Coordinator Metered Entities it represents including the reference to specific distribution loss factors or methodology it proposes to use as determined by the relevant UDC and approved by the relevant Local Regulatory Authority. The Scheduling Coordinator must ~~Immediately~~ immediately notify the ISOCAISO of any changes to the information provided to the ISOCAISO in accordance with this Section 3.3.1 and provide the ISOCAISO with any information in relation to such change as reasonably requested by the ISOCAISO. Any amendments or additions to Schedule-1 shall not constitute an amendment to this Agreement.
- 3.3.2-\_\_Assistance and Cooperation of Scheduling Coordinator.** The Scheduling Coordinator shall ensure that the ISOCAISO shall, upon reasonable notice, have access to the entire Metering Facilities of the Scheduling Coordinator Metered

Entities that it represents from the meter data server to the Metering Facilities in order to inspect, test or otherwise audit those Metering Facilities.

**3.3.3 Profiled and Cumulative Meter Data.** The Scheduling Coordinator shall provide the ISOCAISO with any applicable ~~load profile~~ Approved Load Profile for each Scheduling Coordinator Metered Entity that it represents that is load profiled in accordance with the ISOCAISO Tariff. The Scheduling Coordinator shall provide a copy of the ~~load profile~~ Approved Load Profile applicable to each Scheduling Coordinator Metered Entity (if any) that it represents, which shall be set forth in Schedule 2 to this Agreement. The Scheduling Coordinator must immediately notify the ISOCAISO of any changes to the ~~load profiles~~ Approved Load Profiles referred to in Schedule 2 to this Agreement and provide the ISOCAISO with a copy of the new or amended ~~load profile~~ Approved Load Profile. Such change to Schedule 2 shall not constitute an amendment to this Agreement.

**3.3.4 Security and Validation Procedures.** The Scheduling Coordinator shall apply to the Meter Data of the Scheduling Coordinator Metered Entities that it represents, the security and validation procedures prescribed by the relevant Local Regulatory Authority. If the relevant Local Regulatory Authority has not prescribed any such procedures, the Scheduling Coordinator shall apply the procedures set forth in the ISOCAISO Tariff. Meter Data submitted by a Scheduling Coordinator for Scheduling Coordinator Metered Entities shall conform to these standards unless the ISOCAISO has, at its discretion, exempted the Scheduling Coordinator from these standards.

### **3.4- Obligations and Rights of the ISOCAISO.**

**3.4.1 Exemptions Granted by ISOCAISO.** Any exemptions provided for under the ISOCAISO Tariff that are granted by the ISOCAISO shall be set forth in Schedule 3 to this Agreement. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

**3.4.2 ISOCAISO as Third-Party Beneficiary.** The ISOCAISO shall be a third-party beneficiary to the agreements between the Scheduling Coordinator and Scheduling Coordinator Metered Entities that the Scheduling Coordinator represents. Such agreements shall grant the ISOCAISO access to any relevant information, records and facilities of the Scheduling Coordinator Metered Entity as needed for the ISOCAISO to fulfill its obligations under this Agreement and the ISOCAISO Tariff.

## ARTICLE IV PENALTIES & SANCTIONS

**4.1 Penalties.** If the Scheduling Coordinator provides inaccurate or incorrect Settlement Quality Meter Data or fraudulent Meter Data to the ~~ISO~~CAISO, the ~~ISO~~CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the Scheduling Coordinator. Fraudulent Meter Data means any data provided to the ~~ISO~~CAISO by the Scheduling Coordinator that the Scheduling Coordinator knows to be false, incorrect or incomplete at the time it provided it to the ~~ISO~~CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part

~~A-~~ or in the CAISO Tariff. No penalties or sanctions, including the suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Scheduling Coordinator to oppose or protest any penalty proposed by the ~~ISO~~CAISO to the FERC or the specific imposition by the ~~ISO~~CAISO of any FERC-approved penalty on the Scheduling Coordinator. The ~~ISO~~CAISO will provide notice to all Scheduling Coordinators of any filing of proposed penalties or sanctions with the FERC. The ~~ISO~~CAISO shall notify the Scheduling Coordinator of those approved penalties within 14 days of their approval by the FERC.

**4.2 Corrective Measures.** If the Scheduling Coordinator or any Scheduling Coordinator Metered Entity that it represents fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as set forth in the ~~ISO~~CAISO Tariff, the ~~ISO~~CAISO shall be permitted to take corrective measures. Details of the corrective measures and rights the ~~ISO~~CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part ~~B~~ B or in the CAISO Tariff.

## ARTICLE V ACCESS TO METER DATA

**5.1 Third Parties.** Third parties that are authorized by the Scheduling Coordinator to access the Meter Data of a Scheduling Coordinator Metered Entity held by the ~~ISO~~CAISO and that are entitled to such Meter Data shall be identified in Schedule 5 to this Agreement. The Scheduling Coordinator shall not provide a third party access to Meter Data of a Scheduling Coordinator Metered Entity unless the Scheduling Coordinator has permission from that Scheduling Coordinator Metered Entity to provide that access. The relevant UDCs and TOs shall be included in Schedule 5 provided that the Scheduling Coordinator Metered Entity has granted those UDCs and TOs access to its Meter Data. Any amendment or addition to Schedule 5 shall not constitute an amendment to this

Agreement. The Scheduling Coordinator shall, on request by the Scheduling Coordinator Metered Entity, access the Meter Data held by the ISOCAISO relating to that Scheduling Coordinator Metered Entity and provide that Meter Data to the Scheduling Coordinator Metered Entity in a timely manner.

## **ARTICLE VI COSTS**

- 6.1 Certification, Inspection and Auditing of Meters.** The Scheduling Coordinator shall be responsible for all reasonable costs incurred by the ISOCAISO or an ISOa CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the Scheduling Coordinator provides Meter Data to the ISO-CAISO. The ISOCAISO or ISOCAISO Authorized Inspector will furnish the Scheduling Coordinator, upon request, an itemized bill for such costs.

## **ARTICLE VII DISPUTE RESOLUTION**

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the ISOCAISO ADR Procedures set forth in Section 13 of the ISOCAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the ISOCAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator Metered Entity and references to the ISOCAISO Tariff shall be read as references to this Agreement.

## **ARTICLE VIII REPRESENTATIONS AND WARRANTIES**

- 8.1 Representations 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.
- 8.2 Necessary Authority.** The Scheduling Coordinator represents and warrants that all of the entities which it identifies on Schedule 1 as Scheduling Coordinator Metered Entities that it represents have granted it all necessary authority to enable it to carry out its obligations under this Agreement and the ISOCAISO Tariff, and, subject to the execution and delivery by the ISOCAISO, this Agreement will be enforceable against the Scheduling Coordinator in accordance with its terms.
- 8.3 Meter Data Access.** The Scheduling Coordinator represents and warrants that all third parties referred to in Schedule 5 to this Agreement have been authorized

by the relevant Scheduling Coordinator Metered Entity as having access to its Settlement Quality Meter Data.

## **ARTICLE IX LIABILITY AND INDEMNIFICATION**

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the ISOCAISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the ISOCAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and references in the ISOCAISO Tariff shall be read as references to this Agreement.

## **ARTICLE X UNCONTROLLABLE FORCES**

- 10.1 Uncontrollable Forces.** Section 14.1 of the ISOCAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the ISOCAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and all references to the ISOCAISO Tariff shall be read as references to this Agreement.

## **ARTICLE XI MISCELLANEOUS**

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other ~~Party's~~Party's prior written consent in accordance with Section 22.2 of the ISOCAISO Tariff. Such consent shall not be unreasonably withheld. 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.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with the ~~Scheduling Coordinator's~~Coordinator's Scheduling Coordinator Agreement and in accordance with Section 22.4 of the ISOCAISO Tariff. provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator 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 Schedule 6. A Party must update the information in Schedule 6 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 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 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.

- 11.4 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 Scheduling Coordinator irrevocably consents that any legal action or proceeding arising under or relating to this Agreement to which the ~~ISO~~CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the ~~ISO~~CAISO Tariff as if the references to the ~~ISO~~CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter ~~hereto~~hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 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.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. ~~If the amendment does not require FERC approval, the amendment will be filed with FERC for information.~~ Nothing contained herein shall be construed as affecting in any way the right of the 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 the Scheduling Coordinator 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.

- 11.9 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.
- 11.10 Contingent upon Appropriations.** Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the CAISO hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.
- 11.11 Covenant against Contingent Fees.** The CAISO warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CAISO for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 11.12 Contract Work Hours and Safety Standards.** The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 329, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 327-334, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.
- 11.13 Equal Opportunity Employment Practices.** Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the CAISO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

**11.14 Use of Convict Labor.** The CAISO agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg.779 (1973), as amended or supplemented.

**11.15 Counterparts.** This Amendment 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.

**11.16 Termination.** The provisions of this Amendment including any subsequent amendments shall remain in full force and effect until the termination of the 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: \_\_\_\_\_

**Western Area Power Administration - Desert Southwest Region**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1**

### **METER INFORMATION**

**[Section 3.3.1]**

Meter Number

Name of the Facility

Contact details for Scheduling Coordinator Metered Entity Representative

## SCHEDULE 2

### APPROVED LOAD PROFILE

[Section 3.3.3]

Attach details of each ~~load profile~~ Approved Load Profile used by the Scheduling Coordinator Metered Entities represented by the Scheduling Coordinator, the names of the Scheduling Coordinator Metered Entities that use each of those ~~load profiles~~ Approved Load Profiles and the name of the Local Regulatory Authority that approved each of those ~~load profiles~~ Approved Load Profiles.

## SCHEDULE 3

### EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS

[Section 3.4.1]

| Exemption

Attach variation with an explanation.

**NONE**

Name of the relevant Local Regulatory Authority which sets security and validation standards for the Scheduling Coordinator Metered Entity.

**NONE**

| Other Exemptions

**NONE**

**SCHEDULE 4**

**PART A**

**ISOCAISO IMPOSED PENALTIES AND SANCTIONS**

**[Section 4.1]**

**TO BE INSERTED UPON FERC APPROVAL**

**PART B**

**CORRECTIVE MEASURES**

**[Section 4.2]**

**TO BE DEVELOPED**

## SCHEDULE 5

### ACCESS TO METER DATA

#### [Section 5.1]

List the third parties authorized by each Scheduling Coordinator Metered Entity represented by the Scheduling Coordinator to access that Scheduling Coordinator Metered ~~Entities~~Entity's Settlement Quality Meter Data.

~~APS Energy Services Company, Inc.~~ **NONE**

**SCHEDULE 6**

**NOTICE**

**[Section 11.2]**

Name of Primary Representative: Penny Casey

Title: Manager, Energy Management and Marketing Office

Company: Western Area Power Administration – Desert Southwest Region

Address: 615 South 43<sup>rd</sup> Avenue

City/State/Zip Code: Phoenix, AZ 85009

Email Address: ~~casey~~Casey@wapa.gov

Phone: (602) 605-2585

Fax No: (602) 605-2831

Name of Alternative Representative: ~~Roy Tinsley~~John Paulsen

Title: ~~Program Manager~~Lead Energy Management/Marketing Specialist

Company: Western Area Power Administration — Desert Southwest Region

Address: 615 South 43<sup>rd</sup> Avenue

City/State/Zip Code: Phoenix, AZ \_85009

Email Address: ~~tinsley~~Paulsen@wapa.gov

Phone: (602) 605-~~2788~~2557

Fax No: (602) 605-2831

**ISO:CAISO:**

Name of Primary

Representative: Ms. Roni L. Reese

Title: Sr. Contracts Analyst

Address: ~~151 Blue Ravine Road~~ 250 Outcropping Way

City/State/Zip Code: Folsom, CA 95630

Email address: rreese@caiso.com

Phone: (916) 608-7027

Fax: (916) 608-7292

Name of Alternative

Representative: ~~Philip D. Pettingill~~ Christopher J. Sibley

Title: ~~Manager of Infrastructure Policy & Contracts~~ Lead

Contract Negotiator

Address: ~~151 Blue Ravine Road~~ 250 Outcropping Way

City/State/Zip Code: ~~Folsom, CA~~ 95630

Email address: ~~ppettingill~~ csibley@caiso.com

Phone: ~~(916) 608-7244~~ 7030

Fax: (916) 608-7292