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~~[REDLINES]~~ <sup>[A1]</sup> ~~REFLECT INCREMENTAL EDITS SINCE PRIOR VERSION~~  
~~POSTED ON 5/31/18]~~

**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**[RC CUSTOMER]**

**RELIABILITY COORDINATOR  
SERVICES AGREEMENT**

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## RELIABILITY COORDINATOR SERVICES AGREEMENT (RCSA)

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

(1) **[Full Legal Name]**, having its ~~registered and~~ <sup>[A2]</sup> principal place of business located at [Address] (the “RC Customer”);

and

(2) **California Independent System Operator Corporation** (the “CAISO”), 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.

The RC Customer and the CAISO are hereinafter referred to as the “Parties”.

### Whereas:

A. WHEREAS, the CAISO, ~~as of the RC Services Date, [A3] is~~ <sup>has</sup> registered with and is certified by NERC as a Reliability Coordinator;

B. WHEREAS, the RC Customer is registered with and certified by NERC ~~has [list NERC BA or TOP registrations]~~ <sup>[A4] a Balancing Authority and/or Transmission Operator;</sup>

C. WHEREAS, the RC Customer has ~~selected the CAISO to provide RC Services as of the RC Services Date; determined that there is a need for the RC Customer to identify a Reliability Coordinator for its operations, currently and into the foreseeable future;~~ and

D. WHEREAS, pursuant to this Agreement, the CAISO agrees to provide to the RC Customer services as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

#### 1.1 Specific Definitions.

1.1.1 **CAISO Tariff:** The CAISO electric tariff, as amended from time to time.

- 1.1.2 Confidential Information:** Documents, materials, data, or information (“Data”) provided to it by any other Party that reflects or contains: (a) Data treated as confidential or commercially sensitive under the confidentiality provisions of Section 20 of the CAISO Tariff; (b) Critical Energy Infrastructure Information, as defined in Section 388.113(c)(1) of FERC’s regulations, (c) Critical Electric Infrastructure Information defined in Section 215A of the Federal Power Act and regulations published by the Department of Energy<sup>A5</sup>; ~~or~~ (d) technical information and materials that constitute valuable, confidential, and proprietary information, know-how, and trade secrets belonging to a Party, including, but not limited to, information relating to drawings, maps, reports, specifications, and records and/or software, data, computer models, and related documentation.
- 1.1.3 Initial Term:** The Initial Term of the Agreement is eighteen (18) months from the RC Services Date.
- 1.1.4 Person:** Any individual, corporation, cooperative corporation, municipal corporation, quasi-municipal corporation, joint operating entity, limited liability company, mutual association, partnership, limited partnership, limited liability partnership, association, joint stock company, trust, unincorporated organization, government entity or political subdivision thereof (including a federal power marketing administration), or organization recognized as a legal entity by law in the United States, Mexico, or Canada, as applicable.
- 1.1.5 RC Services:** The Reliability Coordinator services provided by the CAISO and described in Section 19 of the CAISO Tariff and as otherwise required of a certified Reliability Coordinator by NERC Reliability Standards. RC Services do not include the supplemental services also offered under this Agreement, as described in Sections 2.2.1 and 2.2.2 of this Agreement and Sections 19.3 and 19.4 of the CAISO Tariff.
- 1.1.6 RC Services Date:** The date upon which the CAISO becomes the Reliability Coordinator of record for an RC Customer and the RC Customer begins receiving RC Services from the CAISO.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions will apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and Section 19 of the CAISO Tariff, Section 19 of the CAISO Tariff will prevail to the extent of the inconsistency;
  - (b) the singular will include the plural and vice versa;
  - (c) the masculine will include the feminine and neutral and vice versa;
  - (d) “includes” or “including” will mean “including without limitation”;

- (e) references to a Section, Article or Schedule will 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 will 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 will 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 Party includes a reference to its permitted successors and assigns;
- (i) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (j) the captions and headings in this Agreement are inserted solely to facilitate reference and will not have any bearing upon the interpretation of any of the terms and conditions of this Agreement; and
- (k) unless otherwise defined in this Agreement, terms and expressions used in this Agreement will have the same meanings as those contained in the “NERC Glossary of Terms Used in Reliability Standards”.

## ARTICLE II

### GENERAL RESPONSIBILITIES OF THE PARTIES

- 2.1 Agreement.** This Agreement is subject to Section 19 of the CAISO Tariff, which is incorporated herein.
- 2.2 Description of CAISO Responsibilities.** The CAISO agrees to provide RC Services to the RC Customer, commencing on the RC Services Date, in accordance with Section 19 of the CAISO Tariff. The CAISO shall at all times act in the interests of reliability for its overall Reliability Coordinator area and the western interconnection, and shall provide RC Services in a manner that does not unduly discriminate or give preference to any Balancing Authority or Transmission Operator, including itself. The CAISO shall establish a Reliability Coordinator Oversight Committee to receive RC Customer input and oversight of CAISO’s provision of RC Services -in accordance with Section 19.11 of the CAISO Tariff.
- 2.2.1 Supplemental Services – Hosted Advanced Network Application (HANA).** The CAISO agrees to provide HANA services to the RC Customer at its request for an additional charge, as set forth in Section 19.3 of the CAISO Tariff. Each year, the RC Customer will notify the CAISO in writing by October 1 as to which

HANA services it is electing to take for the following calendar year. If the RC Customer does not provide such notice to the CAISO by October 1, the CAISO will continue to provide the RC Customer with the same HANA services it is providing to the RC Customer during the then current year.

If the RC Customer elects to receive HANA services, the RC Customer agrees to pay for three years of services regardless of whether it takes HANA services for the entire three year term, and will be invoiced one-third of that amount annually during the initial three year term. Thereafter, the RC Customer will be invoiced annually for HANA services as described above.

**2.2.2 Supplemental Services – Physical Security Review.** The CAISO agrees to provide physical security review services to the RC Customer at its request for an additional charge, as set forth in Section 19.4 of the CAISO Tariff, in accordance with applicable Reliability Standards (currently, NERC CIP-014).

**2.3 Description of RC Customer Responsibilities.** The RC Customer agrees to comply with the provisions of Section 19 of the CAISO Tariff.

**2.4 RC Customer Entity Status.** The RC Customer is either a (check the box that applies):

- (a) Balancing Authority (settled based on Net Energy for Load (NEL) of the BAA)
- (b) Generator Only Balancing Authority (settled based on Net Generation (NG) of the BAA)
- (c) Transmission Operator:
  - 1) Outside CAISO BAA with no load (settled based on fee)
  - 2) Outside CAISO BAA with load (settled based on Transmission Owner load or share of BAA NEL)
  - 3) Inside CAISO BAA with no load (settled based on fee)
  - 4) Inside CAISO BAA with load (settled based on share of CAISO BAA NEL)

**2.5 Identification of Transmission Operators ~~and Transmission Owners~~<sup>[A6]</sup>.** Each RC Customer that is a Balancing Authority will provide the CAISO with a list of the Transmission Operators ~~and corresponding Transmission Owners~~ it is representing for RC Services in Schedule 1. Each RC Customer that is a Transmission Operator ~~will provide the CAISO with a list of the Transmission Owners it is representing for RC Services in Schedule 1 and~~ will identify the Balancing Authority Area in which it ~~and any Transmission Owners are~~ is

located. Any changes to Schedule 1 will not constitute an amendment to this Agreement.

2.6 **Non-Jurisdictional Entities:** For an RC Customer that is an exempt entity as described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), CAISO acknowledges that this Agreement does not extend the Federal Energy Regulatory Commission's (FERC) jurisdiction over the RC Customer.

## ARTICLE III

### TERM AND TERMINATION

- 3.1 Term.** This Agreement will 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"). The Agreement will remain in full force and effect for eighteen (18) months from the RC Services Date ("Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew and will remain in full force and effect until terminated pursuant to Sections 3.2.1 or 3.2.2 of this Agreement.
- 3.2 Termination.**
- 3.2.1 Termination by CAISO.** In the event the RC Customer commits any material default under this Agreement, which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given written notice to the RC Customer of the default, the CAISO may terminate this Agreement at any time upon thirty (30) days prior written notice of termination. For avoidance of doubt, if the CAISO terminates the Agreement under this Section 3.2.1 prior to expiration of the Initial Term, the RC Customer will still be required to pay the RC Service Charge for the remainder of the Initial Term. Any outstanding financial right or obligation or any other obligation under the CAISO Tariff of the RC Customer that has arisen while that RC Customer was receiving services under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, will survive until satisfied. With respect to any notice of termination given pursuant to this Section, the CAISO must timely file a notice of termination 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: 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. This Agreement will terminate upon acceptance by FERC of such a notice of termination, 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.

**3.2.2 Termination by RC Customer.** The RC Customer may terminate this Agreement, without penalty, by giving the CAISO not less than twelve (12) months advance written notice after the Initial Term. This notice will be given on or before April 1 of the current calendar year and such termination will become effective on April 1 of the following year. If the RC Customer gives the CAISO less than twelve (12) months' notice after the Initial Term and is being billed directly for the RC Services in accordance with Section 5.3, the RC Customer will be charged an amount equal to the balance of the RC Service Charge remaining on the twelve (12) month required notice period. Any outstanding financial right or obligation or any other obligation under the CAISO Tariff of the RC Customer that has arisen while that RC Customer was receiving services under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, will survive until satisfied. With respect to any notice of termination given pursuant to this Section, the CAISO must timely file a notice of termination 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 the request to file a notice of termination is made after the preconditions for termination have been met. For entities subject to FERC jurisdiction under sections 205 and 206 of the Federal Power Act<sup>[A7]</sup>, termination will be effective upon acceptance by FERC of notice of termination, or upon twelve (12) months if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders. For entities not subject to FERC jurisdiction under sections 205 and 206 of the Federal Power Act, termination will be effective on April 1 following not less than twelve (12) months advance written notice after the Initial Term.

**3.2.3 Transition Assistance.** Except in the case of a CAISO termination for a default by the RC Customer, if the RC Customer requests in their notice of termination, the CAISO will reasonably assist the RC Customer to transition to another Reliability Coordinator prior to the effective date of the transition, including providing data and assistance, provided that the RC Customer will reimburse the CAISO for its reasonable costs for such assistance.

## ARTICLE IV

### PENALTIES AND SANCTIONS

**4.1 Allocation of Reliability Related Penalty Costs.** The CAISO will have the right to allocate reliability-related penalty costs assessed to the CAISO by FERC, NERC and/or WECC to the RC Customer in accordance with Section 19.14 of the CAISO Tariff.

## ARTICLE V

### BILLINGS AND SETTLEMENTS

- 5.1 Data and Submission.** The RC Customer will be responsible for submitting its RC Services' settlements data and related information to the CAISO in accordance with Section 19.6 of the CAISO Tariff.
- 5.2 Default MWh.** At the time it executes this Agreement, the RC Customer will provide an initial default MWh volume in Schedule 1. The default MWh volume will be used to calculate the RC Customer's Net Energy for Load or Net Generation to the extent it fails to submit Net Energy for Load or Net Generation in accordance with Section 19.6 of the CAISO Tariff. T<sub>[A8]</sub>he default MWh volume shall be calculated as follows:
- 5.2.1 Default NEL MWh.** The initial default Net Energy for Load MWh volume will be based on the previous year's data provided by the NERC/WECC report on NEL for the Load Serving Entity multiplied by 1.25<sub>[A9]</sub>.
- 5.2.2 Default NG MWh.** The initial default Net Generation MWh volume will be based on the sum of the RC Customer's generator(s) installed capacity multiplied by a .90 capacity factor and multiplied by 8,760 hours per year. If the RC Customer's installed capacity changes, the default Net Generation MWh volume set forth in Schedule 1 must be amended.
- 5.2.3 Validation of Default MWh Amount.** The CAISO reserves the right to request that the RC Customer provide it with data to validate the RC Customer's stated default MWh amount in Schedule 1. The RC Customer agrees to provide in a timely manner such requested data necessary for the CAISO to perform such validation, and the CAISO agrees to use this information solely for this purpose.
- 5.3 Invoice and Payment Process.** If the RC Customer is a Balancing Authority or a Transmission Operator outside of the CAISO Balancing Authority Area, or if it is a Transmissions Operator who elects to be billed directly in exchange for the RC Services provided by this Agreement, said RC Customer will be invoiced for RC Services in accordance with Section 19.7 of the CAISO Tariff and will have the right to dispute the RC Services invoiced amount in accordance with Sections 19.7 and 19.10 of the CAISO Tariff. If the RC Customer is a Transmission Operator, and does not elect to be billed directly, the costs for its RC Services will be borne by its Balancing Authority.<sub>[A10]</sub> If the RC Customer is within the CAISO Balancing Authority Area, the Transmission Operator will be billed in accordance with Section 11.20.9 of the CAISO Tariff.

For billing purposes in accordance with this Section, the RC Customer represents that it is either a (check the box that applies):

- (a) **Balancing Authority**
- (b) **Transmission Operator (direct billing elected)**

~~(e) Transmission Operator (billed to Balancing Authority)~~

**(cd) Transmission Operator within the CAISO BAA**

**5.4 Payment Default.** The CAISO will have the right to recover unpaid RC Services invoiced amounts from the RC Customer pursuant to Section 19.7 of the CAISO Tariff. For RC Customers in the CAISO Balancing Authority Area, the CAISO will have the right to recover unpaid RC Services invoiced amounts from the RC Customer pursuant to Section 11.20.9 of the CAISO Tariff.

**ARTICLE VI**

**CONFIDENTIALITY**

**6.1 Confidentiality.** Each Party’s Confidential Information will be treated in accordance with Section 19.15 of the CAISO Tariff and any other applicable confidentiality or data sharing agreements in effect between the Parties.

**ARTICLE VII**

**GOVERNING LAW**

**7.1 Governing Law and Forum.** This Agreement [A12] will be deemed to be a contract made under, and for all purposes will 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 will 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.

**ARTICLE VIII**

**LIABILITY**

**8.1 Liability.** Except as expressly provided in this Agreement, neither Party to this Agreement , nor any of its directors, officers, employees, consultants or agents will be liable to the other Party under any circumstances, whether any claim is based in contract or tort, for any special, consequential, punitive, 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.

**8.2 No Third Party Enforcement.** No third party will be entitled to enforce this Agreement against any Party hereto. This Agreement is made and entered into for the sole protection and legal benefit of the Parties. No other Person will be a

direct or indirect legal beneficiary, or have any direct or indirect cause of action or claim in connection with, this Agreement. No other Person will be a third party beneficiary under this Agreement.

- 8.3 Recovery for Third Party Indemnity.** To the extent that the CAISO suffers any loss as a result of any third party claims arising out of the performance of this Agreement in violation of Section 8.2 herein, the CAISO will be entitled to seek recovery of such loss through Section 14.4 of the CAISO Tariff, except that any reference in Section 14 of the CAISO Tariff to Market Participants will be read as a references to the RC Customer and references to the CAISO Tariff will be read as references to this Agreement.

## ARTICLE IX

### DISPUTE RESOLUTION

- 9.1 Dispute Resolution.** The Parties will 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 must adhere to the CAISO ADR Procedures as set forth in Section 19.10 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 19.10 of the CAISO Tariff to Market Participants will be read as a references to the RC Customer and references to the CAISO Tariff will be read as references to this Agreement.
- 9.2 Limitation on Disputes.** Any dispute as to whether a Party is in that concerns compliance with the NERC Reliability Standards, including a Party's the CAISO's performance of the specific tasks and functions applicable to it as a Registered Entity a Reliability Coordinator, will not be subject to dispute under this Agreement or the CAISO Tariff and may only be initiated and processed by the entity A13 agency responsible for the enforcement of the NERC Reliability Standards pursuant to the agency rules of practice and procedure applicable to such claim or dispute. Nothing in this Section 9.2 limits any rights the Reliability Coordinator Oversight Committee or RC Customers possess under the Reliability Coordinator Oversight Committee charter established pursuant to Section 19.11 of the CAISO Tariff.

## ARTICLE X

### MISCELLANEOUS

- 10.1 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.
- 10.1.1 Information Exchange.** All information, including Confidential Information provided by any Party under this Agreement, is accurate to the extent of the

- providing Party's knowledge. The receiving Party receives the information "as is" and with the understanding that the information is accurate to the best of the providing Party's knowledge at the time of receipt.
- 10.2 Uncontrollable Forces Tariff Provisions.** Section 19.12 of the CAISO Tariff will be incorporated by reference into this Agreement.
- 10.3 Consistency with Federal Laws and Regulations.** This Agreement incorporates by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 10.3.1 Federal Entity Contract Requirements.** The provisions of Schedule 2 hereto contain provisions applicable to certain contracts entered into with the federal government. The provisions of Schedule 2 are applicable to a Party that is a federal entity if and to the extent required by applicable law and if not otherwise exempted.
- 10.3.2 No Waiver of Federal Rights.** By entering into this Agreement, no federal entity shall be deemed to have waived its rights to protest or challenge in any action or proceeding, any allocation of reliability related penalties, nor does any federal entity waive its sovereign immunity.
- 10.4 Assignments.** The RC Customer may assign or transfer any or all of its rights and/or obligations under this Agreement with the CAISO's prior written consent. Such consent will not be unreasonably withheld. Any such transfer or assignment will 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.
- 10.5 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement will be deemed properly served, given, or made: (a) upon delivery if delivered in person, (b) five (5) days after deposit in the mail if sent by first class United States mail, postage prepaid, (c) upon receipt of confirmation by return e-mail if sent by e-mail, or (d) upon delivery if delivered by prepaid commercial courier service, and unless otherwise stated or agreed must be made to the representative of the other Party indicated in Schedule 3. A Party must update the information in Schedule 3 of this Agreement as information changes. Such changes will not constitute an amendment to this Agreement.
- 10.6 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, will 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 will not constitute or be deemed a waiver of such right.

- 10.7 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.
- 10.8 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 will 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 will not be affected thereby, but will remain in force and effect and the Parties will 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.
- 10.9 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 require FERC approval will not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein will 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 RC Customer will 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 will 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 will 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.
- 10.10 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which will be regarded as an original and all of which, taken together, will constitute one and the same Agreement. Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to sign, bind, and obligate such Party.

**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: \_\_\_\_\_

**[RC Customer]**

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

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

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

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

**SCHEDULE 1**

**RC Customer Required Information**

**(Sections 1.1.6, 2.5 and 5.3)**

The RC Customer represents the following Transmission Operators and corresponding Transmission Owners for RC Services:

<b>Balancing Authority Area ("BAA")</b>	<b>Transmission Operator ("TOP")</b>	<b>Transmission Owner ("TO")</b>

**RC Services Date:** \_\_\_\_\_

**Default MWh:** \_\_\_\_\_

## SCHEDULE 2

### FEDERAL GOVERNMENT CONTRACT PROVISIONS

#### (Section 10.3.1)

This Schedule 2 contains provisions that are necessary for the United States of America, acting by and through the Western Area Power Administration (“Western”) and the Bonneville Power Administration (“Bonneville”) to enter into the Agreement.

#### 1. Billing and Payment

Notwithstanding Section 5.3 of the body of the Agreement, the CAISO will submit a ~~monthly~~ ~~annual~~ invoice to Bonneville and Western for RC Services for the ~~preceding month~~ ~~current year~~<sup>[A14]</sup>. The invoice will contain information specified in 5 C.F.R. § 1315.9(b). The amount of the invoice will be paid on a monthly basis to the CAISO in an amount equal to 1/12 of the ~~yearly invoiced~~ amount calculated for Bonneville and Western, respectively, pursuant to Section 19.7 of the CAISO Tariff and sent to the persons designated by Bonneville and Western. Bonneville and Western may change the persons designated to receive the invoices at any time by written notice to the CAISO. Bonneville and Western will make each monthly payment by the twentieth day of the month, and such payments will be in accordance with the Prompt Payment Act, 31 U.S.C. § 3900 et seq.

#### 2. Contingent Upon Appropriations and Authorization

Where activities provided for in this Agreement extend beyond the current fiscal year, continued expenditures by Western are contingent upon Congress making the necessary appropriations required for the continued performance of Western’s obligations under the Agreement. In case such appropriation is not made, (i) Western will promptly give each of the other Parties written notice of such failure. (ii) Western will from and after the occurrence of any such failure no longer be a party to this Agreement, and (iii) the Parties hereby release Western from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

#### 3. Covenant Against Contingent Fees

Each of the Parties warrants to each of the other Parties that no person or selling agency has been employed or retained by it to solicit or secure the Agreement 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 any Party for the purpose of securing business. For breach or violation of this warranty by any Party other than Western or Bonneville, Western and Bonneville will have the right to annul the contract with respect to Western and Bonneville 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.

#### **4. Contract Work Hours and Safety Standards**

The Agreement, 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. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

#### **5. 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 Parties 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.

#### **6. Use of Convict Labor**

The Parties agree not to employ any person undergoing sentence of imprisonment in performing the Agreement 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.

**SCHEDULE 3**

**NOTICES**

**(Section 10.5)**

**RC Customer**

Name of Primary Representative:

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Title:

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Company:

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Address:

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City/State/Zip Code:

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Email address:

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Phone:

---

Name of Alternative Representative:

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Title:

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Company:

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Address:

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City/State/Zip Code:

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Email address:

---

Phone:

---

**CAISO**

Name of Primary Representative: Regulatory Contracts  
Title: N/A  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: RegulatoryContracts@caiso.com  
Phone: (916) 351-4400

Name of Alternative Representative: Christopher J. Sibley  
Title: Manager, Regulatory Contracts  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: csibley@caiso.com  
Phone: (916) 608-7030