



California Independent System Operator Corporation

October 1, 2021

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 EIM Participation Agreements with the
Bonneville Power Administration**

Docket No. ER22-____-000

Dear Secretary Bose:

The California Independent System Operator Corporation (“CAISO”) submits for Commission acceptance six individual service agreements (“EIM Participation Agreements”) between the CAISO and the United States Department of Energy, acting by and through the Bonneville Power Administration (“Bonneville”).¹ The EIM Participation Agreements set forth the legal obligations and operational rules that will govern Bonneville’s participation in the CAISO’s Energy Imbalance Market (“EIM”).² The EIM is the vehicle by which entities outside the CAISO’s balancing authority area participate in the CAISO’s real-time market, which Bonneville will join on March 2, 2022.³ Under the EIM Participation Agreements, Bonneville will comply with the CAISO tariff provisions applicable to EIM participants, with certain limited modifications to

¹ The CAISO submits the EIM Participation Agreements pursuant to Section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d.

² The EIM Participation Agreements included in this filing are individually designated as service agreements under the CAISO tariff as follows: EIM Entity Agreement - Service Agreement No. 6918 (“EIM Entity Agreement”); EIM Entity Scheduling Coordinator Agreement - Service Agreement No. 6919 (“EIM Entity Scheduling Coordinator Agreement”); EIM Participating Resource Agreement - Service Agreement No. 6922 (“EIM Participating Resource Agreement”); EIM Participating Resource Scheduling Coordinator Agreement - Service Agreement No. 6923 (“EIM Participating Resource Scheduling Coordinator Agreement”); EIM Entity Scheduling Coordinator Meter Service Agreement - Service Agreement No. 6921 (“EIM Entity Scheduling Coordinator Meter Service Agreement”); and EIM Participating Resource Scheduling Coordinator Meter Service Agreement - Service Agreement No. 6924 (“EIM Participating Resource Scheduling Coordinator Meter Service Agreement”).

³ See *Cal. Indep. Sys. Operator Corp.*, 170 FERC ¶ 61,168 (2020) (accepting the Bonneville EIM Implementation Agreement). Bonneville made its final decision to join the EIM on Sept. 27, 2021, when it released the Final EIM Close-out Letter. This letter concludes the extensive assessment and public process conducted through all five phases of the Bonneville EIM decision process. The Final EIM Close-out Letter is available at: <https://www.bpa.gov/Projects/Initiatives/EIM/Doc/Final-EIM-Close-Out-Letter.pdf>.

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account for Bonneville's status as a federal entity and additions to clarify that Bonneville will participate with three aggregated resources and make available interchange rights for EIM transfers as provided by the CAISO tariff.

The CAISO requests that the Commission accept the EIM Participation Agreements effective December 1, 2021 (*i.e.*, 61 days after the date of this filing), so the CAISO and Bonneville can timely complete all necessary actions to enable Bonneville to commence participation in the EIM on March 2, 2022. In particular, parallel operations are planned to commence in December 2021. Having the EIM Participation Agreements in effect at that time will provide confidence and ensure consistency between the ongoing readiness activities and the required readiness certification that will be submitted at least 30 days prior to production on March 2, 2022.

I. Background

The EIM provides other balancing authority areas in the Western Interconnection with the opportunity to participate in the real-time market for imbalance energy that the CAISO operates in its own balancing authority area. PacifiCorp's two balancing authority areas (PacifiCorp East and PacifiCorp West) were the first to join the EIM in 2014. Since then, the EIM has continued to develop and attract the interest of a diverse array of participants throughout the Western Interconnection.⁴ Adding to this diverse group, Bonneville will be the first federal entity to join the EIM as an EIM entity in its own right.⁵

In July 2018, Bonneville initiated an extensive stakeholder process to consider joining the EIM.⁶ Over the course of that process, Bonneville has held dozens of stakeholder meetings related to Bonneville's participation in the EIM. These meetings have covered numerous educational, technical, and administrative topics. Bonneville published various decision documents such as the EIM Market Policy Record of Decision before signing an EIM Implementation Agreement.⁷ Bonneville has also issued Records of Decision in its rate proceeding and tariff proceeding, which address specific EIM issues related to Bonneville's rate design and tariff, respectively.⁸ All of

⁴ EIM materials concerning current and planned participants are available at: <https://www.westerneim.com/Pages/About/default.aspx>. As indicated on that website, there are currently 15 active EIM participants (including the CAISO) and 7 pending EIM participants (including Bonneville).

⁵ The Western Area Power Administration – Sierra Nevada Region, which is also a federal entity, participates in the EIM within the balancing authority area of the Balancing Authority of Northern California. Further, the Western Area Power Administration – Desert Southwest Region entered into an EIM Implementation Agreement dated September 15, 2021, which is pending before the Commission in Docket No. ER21-2950.

⁶ Information regarding Bonneville's EIM stakeholder process can be accessed at: <https://www.bpa.gov/Projects/Initiatives/EIM/Pages/Energy-Imbalance-Market.aspx>.

⁷ *Id.*

⁸ The rate proceeding Record of Decision in BP-22 can be accessed at: <https://www.bpa.gov/Finance/RateCases/BP-22-Rate-Case/Documents/BP-22%20Final%20Proposal/BP-22->

these components of Bonneville's stakeholder process culminated in a Final EIM Close-Out Letter, signed on September 27, 2021, wherein Bonneville made its final decision to proceed with joining the EIM on March 2, 2022.⁹

II. EIM Participation Agreements with Bonneville

The EIM Participation Agreements account for legal and regulatory issues unique to Bonneville as a federal power marketing administration, including clarification concerning Bonneville's participation with three aggregated resources and making available interchange rights for EIM transfers as provided by the CAISO tariff.¹⁰ The discussion below explains the specific differences between each EIM Participation Agreement and the corresponding *pro forma* service agreement contained in Appendix B to the CAISO tariff.¹¹

A. EIM Entity Agreement

The recitals to the EIM Entity Agreement explain the scope of Bonneville's responsibilities, and section 1.3 establishes Bonneville's status as a non-jurisdictional utility. Section 10.4 clarifies the governing law and forum applicable to Bonneville's participation in the EIM consistent with its federal entity status.

Section 2.5 clarifies that Bonneville will not make available transmission capacity on its transmission system for EIM transfers in accordance with its Open Access Transmission Tariff ("OATT"); only interchange transmission rights will be made available for EIM transfers by Bonneville.¹² Section 10.6 clarifies the application of environmental statutes Bonneville must comply with before taking certain actions in the future, potentially affecting the environment. Clarifying the application of environmental

[A-02_BP-22%20Final%20ROD.pdf](#). On July 30, 2021, Bonneville filed the rates, terms, and conditions set forth in the BP-22 Rate Record of Decision and associated documents with the Commission and is awaiting Commission approval. See *Bonneville Power Admin.*, Docket No. EF21-3-000 (July 30, 2021). The tariff proceeding Record of Decision, TC-22, can be accessed at: https://www.bpa.gov/Finance/RateCases/TC-22/Documents/TC-22-A-03_TC-22%20Final%20ROD.pdf.

⁹ See *supra* n.3.

¹⁰ The unique status of Bonneville as a federal entity is also reflected in federal utilities law. See, e.g., Bonneville Project Act of 1937, 16 U.S.C. §§ 832, Federal Columbia River Transmission System Act, 16 U.S.C. §§ 838, and Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839.

¹¹ See CAISO tariff, Appendices B.6-B.7 and B.17-B.20. Attachment B hereto, which is provided for informational purposes only, contains documents showing the differences between each EIM Participation Agreements and the corresponding *pro forma* CAISO service agreement in red-line format.

¹² See CAISO Tariff section 29.17(f)(2) (allowing interchange transmission rights to be made available for EIM transfers independent from available transfer capability under CAISO tariff section 29.17(f)(3)); see also *Cal. Indep. Sys. Operator Corp.*, 170 FERC ¶ 61,168, at P 26 (finding that Bonneville is not required to make available transfer capability under its OATT available for EIM transfers, consistent with the corresponding EIM Implementation Agreement principle).

status was important to assure Bonneville that its participation in the EIM would not confuse or undermine its obligation to conduct an environmental review before taking actions that require such a review.

B. EIM Entity Scheduling Coordinator Agreement

Section 1.3 of the EIM Entity Scheduling Coordinator Agreement establishes Bonneville's status as a non-jurisdictional utility, and section 13.4 clarifies the governing law and forum applicable to Bonneville's participation in the EIM consistent with its federal entity status.

C. EIM Participating Resource Agreement

The recitals to the EIM Participating Resource Agreement explain the scope of Bonneville's responsibilities, and section 1.3 establishes Bonneville's status as a non-jurisdictional utility. Section 11.4 clarifies the governing law and forum applicable to Bonneville's participation in the EIM consistent with its federal entity status.

Schedule 1 identifies the technical characteristics of Bonneville's aggregate participating resources and the associated use limitations, which are necessary to account for Bonneville's resource participation in the EIM. Bonneville markets power from a cascading hydro system with multiple non-power requirements and interdependencies between the resources. Bonneville determined that the most consistent and efficient manner to participate in the EIM is to aggregate its participating resources into three zonal aggregations due to the electrical similarities as well as hydrological/operational aspects of the participating resources (*i.e.*, physical necessity and operational design considerations).¹³ Bonneville provided the CAISO with detailed information associated with the configuration and operation of each aggregation, which the CAISO reviewed and found to support each of the individual aggregations consistent with its business practices and the CAISO tariff.¹⁴

¹³ Bonneville EIM Policy Record of Decision, pp. 120-28. The EIM Policy Record of Decision can be accessed at: <https://www.bpa.gov/news/pubs/RecordsofDecision/rod-20190926-Energy-Imbalance-Market-Policy.pdf>.

¹⁴ See CAISO Business Practice Manual for Managing Full Network Model, section 4.2.3.2 (allowing aggregation of resources that need to be scheduled at an aggregate level), and CAISO Business Practice Manual for Market Operations, section 3.1.2 (providing that aggregated resources must be registered and approved by the CAISO); *see also* CAISO Tariff, Appendix A (establishing the characteristics of generating components that can define a Physical Scheduling Plant for reference in other tariff sections concerning market participation by an aggregated resource), and the Bonneville EIM Implementation Agreement, section 14(d) (establishing an implementation principle in anticipation of the need for Bonneville to utilize a participating resource aggregation model).

D. EIM Participating Resource Scheduling Coordinator Agreement

Section 1.3 of the EIM Participating Resource Scheduling Coordinator Agreement establishes Bonneville's status as a non-jurisdictional utility, and section 13.4 clarifies the governing law and forum applicable to Bonneville's participation in the EIM consistent with its federal entity status.

E. EIM Entity Scheduling Coordinator Meter Service Agreement

Section 1.3 of the EIM Entity Scheduling Coordinator Meter Service Agreement establishes Bonneville's status as a non-jurisdictional utility, and section 11.4 clarifies the governing law and forum applicable to Bonneville's participation in the EIM consistent with its federal entity status.

F. EIM Participating Resource Scheduling Coordinator Meter Service Agreement

Section 1.3 of the EIM Participating Resource Scheduling Coordinator Meter Service Agreement establishes Bonneville's status as a non-jurisdictional utility, and section 11.4 clarifies the governing law and forum applicable to Bonneville's participation in the EIM consistent with its federal entity status.

III. Effective Date

The CAISO requests that the Commission accept the EIM Participation Agreements for filing effective December 1, 2021, *i.e.*, 61 days after the date of this filing. Bonneville's participation in the EIM is targeted to commence on March 2, 2022, and the CAISO and Bonneville must engage in activities that support a certification of readiness at least 30 days prior to that implementation date.¹⁵ In particular, parallel operations are planned to commence in December 2021. Having the EIM Participation Agreements in effect at that time will provide confidence and ensure consistency between the ongoing readiness activities and the required readiness certification that will be submitted at least 30 days prior to production on March 2, 2022.

IV. Service

The CAISO has served copies of this filing upon Bonneville, the California Public Utilities Commission, the California Energy Commission, and all parties with scheduling coordinator agreements under the CAISO tariff. In addition, the CAISO has posted the filing on the CAISO website.

¹⁵ See CAISO tariff, sections 29.2(b)(6)-(7).

V. Contents of Filing

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

- Attachment A The EIM Participation Agreements executed by the CAISO and Bonneville [A.1-A.6]; and
- Attachment B An informational comparison document showing the differences between the EIM Participation Agreements and the corresponding *pro forma* CAISO service agreements in red-line format [B.1-B.6].

VI. Correspondence

Pursuant to Rule 203(b) of the Commission's Rules of Practice and Procedure,¹⁶ the CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John C. Anders
Assistant General Counsel
California Independent System
Operator Corporation
250 Outcropping Way
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¹⁶ 18 C.F.R. § 385.203(b).

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VII. Conclusion

The CAISO requests that the Commission accept the enclosed EIM Participation Agreements effective December 1, 2021. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John C. Anders

Roger E. Collanton
General Counsel
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System Operator Corporation*

Attachment A – EIM Participation Agreements
between
Bonneville Power Administration
and
California Independent System Operator Corporation
October 1, 2021

Attachment A.1 – EIM Entity Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY AND
THROUGH THE BONNEVILLE POWER
ADMINISTRATION**

EIM ENTITY AGREEMENT

EIM ENTITY AGREEMENT

THIS ENERGY IMBALANCE MARKET ENTITY AGREEMENT (“AGREEMENT”) is established this 27th day of September, 2021, and is accepted by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration** (“EIM Entity”), having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232, and
- (2) **California Independent System Operator Corporation** (“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 EIM Entity and the CAISO are hereinafter referred to as the “Parties.”

Whereas:

- A. The EIM Entity is a federal power marketing administration that markets electric power from multiple generating resources, including but not limited to the Federal Columbia River Power System owned and operated by the U.S. Army Corps of Engineers and the U.S. Bureau of Reclamation, and the Columbia Generating Station owned and operated by Energy Northwest.
- B. The EIM Entity also owns and/or operates a high voltage transmission system in the Pacific Northwest (the Federal Columbia River Transmission System) and provides transmission service in accordance with an open access transmission tariff (“OATT”), including balancing Energy services.
- C. The Parties named above operate Balancing Authority Areas.
- D. The CAISO operates the Real-Time Market pursuant to the CAISO Tariff.
- E. There are third party transmission service providers within the EIM Entity Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems.
- F. The Parties are entering into this Agreement to enable the EIM Entity to participate in the CAISO’s Real-Time Market and to provide Energy Imbalance Market services within the EIM Entity Balancing Authority Area, including Real-Time transfers of Energy among the CAISO Balancing Authority Area and other EIM Entity Balancing Authority Areas.

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

ARTICLE I

DEFINITIONS, INTERPRETATION, AND EIM ENTITY'S NON-JURISDICTIONAL STATUS

- 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) unless the context requires otherwise, “or” is used in the conjunctive sense; and
- (l) 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.

1.3 EIM Entity’s Non-Jurisdictional Status.

The CAISO acknowledges that the EIM Entity is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Entity’s interest in remaining so.

ARTICLE II

RESPONSIBILITIES OF EIM ENTITY AND CAISO

- 2.1 Scope of Responsibilities.** The Parties are individually responsible for the efficient use and reliable operation of their Balancing Authority Areas consistent with the Reliability Standards established by the Western Electricity Coordinating Council (“WECC”) and the North American Electric Reliability Corporation (“NERC”), and in accordance with their respective tariffs on file with the Federal Energy Regulatory Commission (“FERC”). Nothing in this Agreement is intended to change, supersede, or alter either Party’s obligations to abide by NERC and WECC Reliability Standards or to provide open and non-discriminatory transmission access in accordance with the terms of their respective FERC tariffs.
- 2.2 Tariff Provisions.** The CAISO shall provide open access to the Real-Time Market in accordance with the terms of the CAISO Tariff. The EIM Entity shall have in effect provisions in its OATT to enable operation of the Real-Time Market in its Balancing Authority Area in accordance with the CAISO Tariff.
- 2.3 EIM Entity Scheduling Coordinator.** The EIM Entity shall be represented by an EIM Entity Scheduling Coordinator, which may be the EIM Entity or another entity certified by the CAISO to perform the functions of an EIM Entity Scheduling Coordinator.
- 2.4 EIM Transmission Service and Resource Information.** The EIM Entity shall provide information to the CAISO for Energy Imbalance Market purposes regarding the network topology of its Balancing Authority Area, non-participating resources, and loads in accordance with the CAISO Tariff and the

Business Practice Manual for the Energy Imbalance Market. The EIM Entity is responsible for the accuracy and completeness of this information.

- 2.5 EIM Transmission Availability.** The EIM Entity shall make available for use in the Real-Time Market transmission capacity on its internal transmission system (transfers wholly within the EIM Entity's BAA) that is not otherwise encumbered, reserved, scheduled, or being used by its transmission customers or by others and shall make arrangements with third party transmission service providers within its Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems to provide such transmission capacity on their systems for use in the Real-Time Market. The EIM Entity will not make available transmission capacity on its system for EIM Transfers through available transfer capability in accordance with its OATT. The EIM Entity shall provide the CAISO with real time information regarding the availability of transmission capacity for use in the Energy Imbalance Market as provided in the CAISO Tariff and Business Practice Manual for the Energy Imbalance Market.
- 2.6 EIM Entity Corrective Actions.** The EIM Entity may take corrective action, subject to the provision of its OATT, to address an issue with Energy Imbalance Market implementation or operation consistent with Section 29 of the CAISO Tariff.

ARTICLE III

TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date it is accepted for filing and made effective by FERC and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** The CAISO may terminate this Agreement by giving written notice of termination pursuant to Section 29.1(d) of the CAISO Tariff or in the event that the EIM Entity commits any material default under this Agreement or Section 29 of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the EIM Entity written notice of the default, unless the default is excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely 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 (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 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 EIM Entity.** In the event that the EIM Entity no longer wishes to enable Energy Imbalance Market services within its Balancing Authority Area pursuant to the CAISO Tariff, it may terminate this Agreement on giving the CAISO not less than one-hundred and eighty (180) 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 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 or upon the next production date of the Full-Network Model release following the one-hundred and eighty (180) days after the CAISO's receipt of the EIM Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.
- 3.3 No Termination Charge.** The CAISO shall not levy an exit fee or other charge associated with CAISO systems, procedures, or other changes required by the termination of the EIM Entity's participation in the Energy Imbalance Market as of the effective date of such notice, provided that EIM Entity obligations incurred under this Agreement prior to the effective date of such notice shall survive termination until satisfied.

ARTICLE IV

CAISO TARIFF

- 4.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EIM Entity shall abide by, and shall perform, all of the obligations of EIM Entities under the CAISO Tariff.

ARTICLE V

COSTS

- 5.1 Operating and Maintenance Costs.** The EIM Entity shall be responsible for all its costs incurred in connection with meeting its obligations under this Agreement.

ARTICLE VI

DISPUTE RESOLUTION

- 6.1 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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

- 7.1 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.
- 7.2 Necessary Approvals.** The EIM Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Entity prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE VIII

LIABILITY

- 8.1 Liability.** 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 EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE IX

UNCONTROLLABLE FORCES

- 9.1 Uncontrollable Forces Tariff Provisions.** 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 a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

MISCELLANEOUS

- 10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.
- 10.2 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 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 EIM Entity 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 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 10.3 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 constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 10.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of

California will apply. The Parties irrevocably consent 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: the U.S. Court of Federal Claims, 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.

- 10.5 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.
- 10.6 Environmental Laws and Regulations.** The Parties acknowledge and understand that as a federal agency, the EIM Entity has certain obligations and responsibilities under the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 *et seq.*, and other environmental laws that must be fulfilled before it can take any action potentially affecting the environment. In the event that at some point in the future any action related to the EIM Entity's participation in the CAISO's Real-Time Market requires environmental compliance review prior to taking such action, this Agreement shall not be construed as restricting the EIM Entity's absolute right to conduct and complete the environmental reviews it deems necessary in its sole discretion before making a decision regarding whether and how to proceed with any such action. For avoidance of doubt, notwithstanding this provision, the EIM Entity shall remain responsible for all financial consequences of any bids, schedules or other transactions it may enter through its participation in the CAISO Real-Time Market.
- 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 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.
- 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 shall not take effect until FERC has

accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of 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 EIM Entity 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.

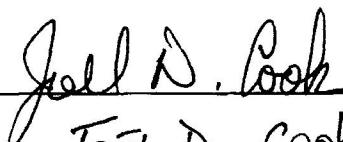
10.10 Counterparts. This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

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

California Independent System Operator Corporation

By: 
Name: Mark Rothleder
Title: SVP & Chief Operating Officer
Date: September 27, 2021

Bonneville Power Administration

By: 
Name: Joel D. Cook
Title: CHIEF OPERATING OFFICER
Date: 9/27/2021

SCHEDULE 1**NOTICES****[Section 10.2]****EIM Entity**

Name of Primary

Representative: Michelle M. Cathcart
Title: Vice President, Transmission System Operations, TO
Company: Bonneville Power Administration
Address: TO-DITT-2
City/State/Zip Code: Vancouver, WA 98661
Email Address: mmcathcart@bpa.gov
Phone: (360) 418-8775
Fax No: (360) 418-8433

Name of Alternative

Representative: Ashley D. Donahoo
Title: Manager, Internal Operations
Company: Bonneville Power Administration
Address: TOI-DITT-2
City/State/Zip Code: Vancouver, WA 98661
Email Address: addonahoo@bpa.gov
Phone: (360) 418-8749
Fax No: (360) 418-8433

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
Fax: (916) 608-5063

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
Fax: (916) 608-5063

Attachment A.2 – EIM Entity Scheduling Coordinator Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY AND
THROUGH THE BONNEVILLE POWER
ADMINISTRATION**

EIM ENTITY

SCHEDULING COORDINATOR AGREEMENT

EIM ENTITY SCHEDULING COORDINATOR AGREEMENT

THIS ENERGY IMBALANCE MARKET ENTITY SCHEDULING COORDINATOR AGREEMENT (“AGREEMENT”) is established this 27th day of September, 2021, and is accepted by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration** (“EIM Entity”), having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232 (“EIM Entity Scheduling Coordinator”), and
- (2) **California Independent System Operator Corporation** (“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 EIM Entity Scheduling Coordinator and the CAISO are hereinafter referred to as the “Parties.”

Whereas:

- A. The EIM Entity Scheduling Coordinator has applied for certification or has been certified by the CAISO under the certification procedure referred to in Section 29 of the CAISO Tariff.
- B. The EIM Entity Scheduling Coordinator wishes to represent an EIM Entity under the terms and conditions set forth in Section 29 of the CAISO Tariff.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions, Interpretation, and EIM Entity Scheduling Coordinator’s Non-Jurisdictional Status.**
 - 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) unless the context requires otherwise, “or” is used in the conjunctive sense; and
- (l) 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.

1.3 EIM Entity's Non-Jurisdictional Status. The CAISO acknowledges that the EIM Entity Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Entity's interest in remaining so.

2. Covenant of the EIM Entity Scheduling Coordinator.**2.1 The EIM Entity Scheduling Coordinator agrees that:**

- 2.1.1** CAISO Tariff Section 29 governs all aspects of Energy Imbalance Market information submission, including the financial and technical criteria for EIM Entity Scheduling Coordinator EIM Base Schedule submissions, Settlement, information reporting requirements, and confidentiality restrictions;
- 2.1.2** It will abide by and will perform all of the obligations under Section 29 of the CAISO Tariff placed on EIM Entity Scheduling Coordinators in respect of all matters set forth therein, including ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality and dispute resolution;
- 2.1.3** It shall ensure that each EIM Entity that it represents enters into an EIM Entity Agreement in accordance with Section 29 of the CAISO Tariff;
- 2.1.4** It shall have the primary responsibility to the CAISO, as principal, for all EIM Entity Scheduling Coordinator payment obligations under Section 29 of the CAISO Tariff; and
- 2.1.5** Its status as an EIM Entity Scheduling Coordinator is at all times subject to Section 29 of the CAISO Tariff.

3. Term and Termination.

- 3.1** This Agreement shall commence on the later of (a) the later of the date of execution of this Agreement or (b) the date the EIM Entity Scheduling Coordinator is certified by the CAISO as an EIM Entity Scheduling Coordinator.
- 3.2** This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the EIM Entity Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC rules regarding termination.

4. Settlement Account.

- 4.1** The EIM Entity Scheduling Coordinator shall maintain at all times an account with a bank capable of Fedwire transfer and, at its option, may also maintain an account capable of ACH transfers, to which credits or debits that arise under Section 29 of the CAISO Tariff shall be made in accordance with the billing and Settlement provisions of Section 11 of the CAISO Tariff. Such account shall be the account as notified by the EIM Entity Scheduling Coordinator to the CAISO from time to time by giving at least 20 days written notice before the new account becomes operational, together with all information necessary for the CAISO's processing of a change in that account.

5. Agreement to be bound by CAISO Tariff.

- 5.1** Section 29 of the CAISO Tariff is incorporated herein and made a part hereof. In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions set forth in the CAISO Tariff that may apply to EIM Entity Scheduling Coordinators, the terms and conditions of the CAISO Tariff shall prevail.

6. Electronic Contracting.

- 6.1** All submitted information, applications, schedules, Bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (e.g. direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and other implications as set forth in the terms and conditions of Section 29 of the CAISO Tariff as if executed in written format.

7. Penalties and Sanctions.

- 7.1** The EIM Entity Scheduling Coordinator shall be subject to all penalties made applicable to EIM Entity Scheduling Coordinators set forth in Section 29 of the CAISO Tariff, subject to Section 13.5.

8. Costs.

- 8.1** The EIM Entity Scheduling Coordinator shall be responsible for all its costs incurred for the purpose of meeting its obligations under this Agreement.

9. Dispute Resolution.

- 9.1** 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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

10. Representation and Warranties.

- 10.1** 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.

11. Liability.

- 11.1** 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 EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

12. Uncontrollable Forces.

- 12.1** 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 a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

13. Miscellaneous.

- 13.1 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 and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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.

- 13.2 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 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 EIM Entity 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 1. A Party must update the information in Schedule 1 of this Agreement as

information changes. Such changes shall not constitute an amendment to this Agreement.

- 13.3 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 constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 13.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent 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: the U.S. Court of Federal Claims, 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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 require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of 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 EIM Entity 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.

- 13.9 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

California Independent System Operator Corporation

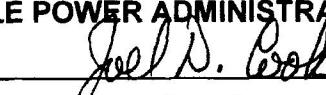
By: 

Name: Mark Rothleder

Title: SVP & Chief Operating Officer

Date: September 27, 2021

BONNEVILLE POWER ADMINISTRATION

By: 

Name: Joel D. Cook

Title: CHIEF OPERATING OFFICER

Date: 9/27/2021

SCHEDULE 1**NOTICES****[Section 13.2]****EIM Entity Scheduling Coordinator****Name of Primary**

Representative: Michelle M. Cathcart
Title: Vice President, Transmission System Operations, TO
Company: Bonneville Power Administration
Address: TO-DITT-2
City/State/Zip Code: Vancouver, WA 98661
Email Address: mmcathcart@bpa.gov
Phone: (360) 418-8775
Fax No: (360) 418-8433

Name of Alternative

Representative: Ashley D. Donahoo
Title: Manager, Internal Operations
Company: Bonneville Power Administration
Address: TOI-DITT-2
City/State/Zip Code: Vancouver, WA 98661
Email Address: addonahoo@bpa.gov
Phone: (360) 418-8749
Fax No: (360) 418-8433

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
Fax: (916) 608-5063

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
Fax: (916) 608-5063

Attachment A.3 – EIM Participating Resource Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

21PM-16470

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY
AND THROUGH THE BONNEVILLE POWER
ADMINISTRATION**

**EIM PARTICIPATING
RESOURCE AGREEMENT**

EIM Participating Resource Agreement (EIMPRA)

THIS ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE AGREEMENT (“AGREEMENT”) is established this 27th day of September, 2021, and is accepted by and between:

The United States of America, Department of Energy, acting by and through the Bonneville Power Administration, having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232 (“EIM Participating Resource” or “Bonneville”),

and

California Independent System Operator Corporation (“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 EIM Participating Resource and the CAISO are hereinafter referred to as the “Parties.”

Whereas:

- A.** The CAISO operates a Real-Time Market for Energy pursuant to the CAISO Tariff.
- B.** EIM Participating Resource is a federal power marketing administration that markets electric power from multiple generating resources, including but not limited to the Federal Columbia River Power System owned and operated by the U.S. Army Corps of Engineers and the U.S. Bureau of Reclamation, and the Columbia Generating Station owned and operated by Energy Northwest.
- C.** The EIM Participating Resource provides balancing Energy service to Bonneville’s transmission function, which is a prospective EIM Entity at the time of execution of this Agreement.
- D.** The Parties wish to enter into this Agreement to establish the terms and conditions for participation in the CAISO’s Real-Time Market by the EIM Participating Resource in accordance with Section 29 of the CAISO Tariff.

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

ARTICLE I

DEFINITIONS, INTERPRETATION, AND EIM PARTICIPATING RESOURCE'S NON-JURISDICTIONAL STATUS

- 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) unless the context otherwise requires, "or" is used in the conjunctive sense;
 - (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and
 - (l) 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.

- 1.3 EIM Entity's Non-Jurisdictional Status.** The CAISO acknowledges that the EIM Participating Resource is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Participating Resource's interest in remaining so.

ARTICLE II

RESPONSIBILITIES OF EIM PARTICIPATING RESOURCE

- 2.1 EIM Participating Resource Scheduling Coordinator.** The EIM Participating Resource shall be represented by an EIM Participating Resource Scheduling Coordinator, which may be the EIM Participating Resource or another entity certified by the ISO to perform the functions of an EIM Participating Resource Scheduling Coordinator.
- 2.2 EIM Resources.** The EIM Participating Resource has identified on Schedule 1 all EIM Resources that it owns, operates, has a contractual entitlement to, or that otherwise will be included in the Master File.
- 2.2.1 Technical Characteristics.** The EIM Participating Resource has provided to the CAISO in Schedule 1 the required information regarding the operating characteristics of each EIM Resource listed in Schedule 1, in addition to any further level of detail that may be required by Section 29 of the CAISO Tariff.
- 2.2.2 Notification of Changes.** Sixty (60) days prior to changing any technical information in Schedule 1, the EIM Participating Resource shall notify the CAISO of the proposed changes. The CAISO shall post on the CAISO Website a schedule showing, for at least one year in advance, (i) the proposed dates on which the CAISO's Master File will be updated, which dates shall occur at least every three months; (ii) the dates on which the information contained in the revised Master File will become effective; and (iii) the deadlines by which changed technical information must be submitted to the CAISO in order to be tested and included in the next scheduled update of the CAISO's Master File. Unless the EIM Resource fails to test at the values in the proposed change(s), the change will become effective upon the effective date for the next scheduled update of the Master File, provided the EIM Participating Resource submits the changed information by the applicable deadline and is tested by the deadline. Subject to such notification this Agreement shall not apply to any EIM Resource identified in Schedule 1 which the EIM Participating Resource no longer owns or no longer has contractual entitlement to.

ARTICLE III

TERM AND TERMINATION

3.1 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date it is accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.

3.2 Termination

3.2.1 Termination by CAISO. Subject to Section 5.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the EIM Participating Resource commits any material 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, to the EIM Participating Resource, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement. 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 a 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.

3.2.2 Termination by EIM Participating Resource. In the event that the EIM Participating Resource no longer wishes to submit Bids and transmit Energy over the CAISO Controlled Grid, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Section 2.2.2, the EIM Participating Resource may modify Schedule 1 to remove EIM Resources which it no longer owns or no longer has contractual entitlement to and such modification shall be effective upon receipt by the CAISO. 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 EIM Participating Resource's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV

CAISO TARIFF

- 4.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EIM Participating Resource shall abide by, and shall perform all of the obligations under the CAISO Tariff placed on EIM Participating Resources in respect of all matters set forth therein.
- 4.1.1 Additional EIM Participating Resource Requirements.** The EIM Participating Resource shall comply with all CAISO Tariff requirements associated with resource registration and the measurement and verification of the associated services to be provided for EIM Resources other than Generating Units or CAISO qualified resources delivering Energy.

ARTICLE V

PENALTIES AND SANCTIONS

- 5.1 Penalties.** If the EIM Participating Resource fails to comply with any provisions of this Agreement, the CAISO shall be entitled to impose penalties and sanctions on the EIM Participating Resource, subject to Section 11.5. No penalties or sanctions may be imposed under this Agreement unless a 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 EIM Participating Resource 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 EIM Participating Resource.
- 5.2 Corrective Measures.** If the EIM Participating Resource fails to meet or maintain the requirements set forth in this Agreement or Section 29 of the CAISO Tariff, the CAISO shall be permitted to take any of the measures, contained or referenced in Section 29 of the CAISO Tariff, which the CAISO deems to be necessary to correct the situation.

ARTICLE VI

COSTS

- 6.1 Operating and Maintenance Costs.** The EIM Participating Resource shall be responsible for all its costs incurred in connection with meeting its obligations under this Agreement.

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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 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.
- 8.2 Necessary Approvals.** The EIM Participating Resource represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Participating Resource prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE IX

LIABILITY

- 9.1 Liability.** 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 EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** 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 a reference to the EIM Participating Resource and 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 or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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 were 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 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 EIM Participating Resource 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 2. A Party must update the information in Schedule 2 of this Agreement 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 constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent 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: the U.S. Court of Federal Claims, 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.

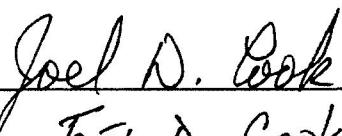
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties 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 require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of 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 EIM Participating Resource 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.

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: Mark Rothleder
Title: SVP & Chief Operating Officer
Date: September 27, 2021

BONNEVILLE POWER ADMINISTRATION

By: 
Name: Joel D. Cook
Title: CHIEF OPERATING OFFICER
Date: 9/27/2021

SCHEDULE 1

Technical Characteristics of EIM Resources

Name of Resource ¹	Name of EIM Participating Resource Owner For Purposes of Market Participation	CAISO Resource ID	Type of Unit	Primary Fuel Type	Net Capacity (MW) ²	Limitations (Reference #)
Upper Columbia Aggregated Participation Resource: Grand Coulee and Chief Joseph	BPA Power	UPRCOL_5_AP_R_ORA	Hydro Turbine	Water	9774	1, 4, 5
Lower Columbia Aggregated Participation Resource: McNary, John Day, The Dalles, and Bonneville	BPA Power	LWRCOL_5_AP_R_ORA	Hydro Turbine	Water	7078	2, 4, 5
Lower Snake Aggregated Participation Resource: Lower Granite, Little Goose, Lower Monumental, and Ice Harbor	BPA Power	LWRSNK_5_AP_R_ORA	Hydro Turbine	Water	3483	3, 4, 5

Limitations

Reference #	Description of Limitation
1	The Upper Columbia Aggregated Participation Resource (APR) is made up of two projects and is registered as an Overlapping Resource Aggregation (ORA). As part of the ORA, there are 3 CAISO resources registered: a Base, APR, and Available Balancing Capacity (ABC) resource.
2	The Lower Columbia APR is made up of four projects and is registered as an ORA. As part of the ORA, there are 3 CAISO resources registered: a Base, APR, and ABC resource.
3	The Lower Snake APR is made up of four projects and is registered as an ORA. As part of the ORA, there are 3 CAISO resources registered: a Base, APR, and ABC resource.
4	Units are subject to numerous environmental and operational requirements, including such things as water temperature, total dissolved gas, minimum and maximum flow, minimum and maximum reservoir elevations, etc.
5	Capacity reflects the maximum output provided adequate water is available. Hydroelectric units are energy limited resources that are dependent on fuel (i.e. water) availability.

¹ The individual resources included in the aggregations listed above are owned and operated by either the U.S. Bureau of Reclamation or the U.S. Army Corps of Engineers. Bonneville is statutorily directed to market the electrical output from these resources.

² The Net Capacity value set forth above represents the capacity of the Overlapping Resource Aggregate that Bonneville may bid into the EIM that is modeled and registered as an Aggregated Participation Resource. It does not represent the net nameplate (or physical capacity) of the underlying aggregated generation units.

SCHEDULE 2

NOTICES

[Section 11.2]

EIM Participating Resource

Name of Primary Representative: Alex J. Spain
Title: Acting Vice President, Bulk Marketing
Company: Bonneville Power Administration
Address: PTF-5
P.O. Box 3621
City/State/Zip Code: Portland, OR 97208
Email Address: ajspain@bpa.gov
Phone: (503) 230-5780
Fax No: (503) 230-7333

Name of Alternative Representative: Debra J. Malin
Title: Account Executive, Power Services
Company: Bonneville Power Administration
Address: PTL-5
P.O. Box 3621
City/State/Zip Code: Portland, OR 97208
Email Address: djmalin@bpa.gov
Phone: (503) 230-5701
Fax No: (503) 230-7463

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
Fax: (916) 608-5063

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
Fax: (916) 608-5063

Attachment A.4 – EIM Participating Resource Scheduling Coordinator Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

21PM-16469

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY AND
THROUGH THE BONNEVILLE POWER
ADMINISTRATION**

**EIM PARTICIPATING RESOURCE
SCHEDULING COORDINATOR
AGREEMENT**

ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE SCHEDULING COORDINATOR AGREEMENT

THIS AGREEMENT is made this 27th day of September, 2021, and is entered into, by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration, having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232** ("EIM Participating Resource Scheduling Coordinator"),

and

- (2) **CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate (the "CAISO").

The EIM Participating Resource Scheduling Coordinator and the CAISO are hereinafter referred to as the "Parties."

Whereas:

- A. The EIM Participating Resource Scheduling Coordinator has applied for or has been certified by the CAISO under the certification procedure referred to in Section 29 of the CAISO Tariff.
- B. The EIM Participating Resource Scheduling Coordinator wishes to represent EIM Participating Resources under the terms and conditions set forth in Section 29 of the CAISO Tariff.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions, Interpretation, and EIM Participating Resource Scheduling Coordinator's Non-Jurisdictional Status.**
- 1.1 **Master Definitions Supplement.** Terms and expressions used in this Agreement shall have the same meanings 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) unless the context requires otherwise, “or” is used in the conjunctive sense;
- (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (l) 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.

1.3 EIM Participating Resource Scheduling Coordinator’s Non-Jurisdictional Status. The CAISO acknowledges that the EIM Participating Resource Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Participating Resource Scheduling Coordinator’s interest in remaining so.

2. Covenant of the EIM Participating Resource Scheduling Coordinator.

2.1 The EIM Participating Resource Scheduling Coordinator agrees that:

- 2.1.1** CAISO Tariff Section 29 governs all aspects of bidding and scheduling of Energy in the Real-Time Market, including (without limitation), the financial and technical criteria applicable to EIM Participating Resource Scheduling Coordinators, and other bidding, Settlement, information reporting requirements, and confidentiality restrictions applicable to EIM Participating Resource Scheduling Coordinators;
- 2.1.2** It shall abide by, and shall perform all of the obligations under Section 29 of the CAISO Tariff placed on EIM Participating Resource Scheduling Coordinators in respect of all matters set forth therein, including, without limitation, ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality, and dispute resolution;
- 2.1.3** It shall ensure that each EIM Participating Resource for which it submits Bids enters into an EIM Participating Resource Agreement in accordance with Section 29 of the CAISO Tariff;
- 2.1.4** It shall have the primary responsibility to the CAISO, as principal, for all EIM Participating Resource Scheduling Coordinator payment obligations pursuant to Section 29 of the CAISO Tariff; and
- 2.1.5** Its status as an EIM Participating Resource Scheduling Coordinator is at all times subject to Section 29 of the CAISO Tariff.

3. Term and Termination.

- 3.1** This Agreement shall commence on the later of (a) the date of execution of this Agreement or (b) the date the EIM Participating Resource Scheduling Coordinator is certified by the CAISO as an EIM Participating Resource Scheduling Coordinator.
- 3.2** This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the EIM Participating Resource Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC rules regarding termination.

4. Settlement Account.

- 4.1** The EIM Participating Resource Scheduling Coordinator shall maintain at all times an account with a bank capable of Fedwire transfer and, at its option,

may also maintain an account capable of ACH transfers, to which credits or debits that arise under Section 29 of the CAISO Tariff shall be made in accordance with the billing and Settlement provisions of Section 11 of the CAISO Tariff. Such account shall be the account as notified by the EIM Participating Resource Scheduling Coordinator to the CAISO from time to time by giving at least 20 days written notice before the new account becomes operational, together with all information necessary for the CAISO's processing of a change in that account.

5. Agreement to be bound by CAISO Tariff.

- 5.1** CAISO Tariff Section 29 is incorporated herein and made a part hereof. In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions set forth in the CAISO Tariff, the terms and conditions of the CAISO Tariff shall prevail.

6. Electronic Contracting.

- 6.1** All submitted information, applications, schedules, Bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (e.g. direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and other implications as set forth in the terms and conditions of Section 29 of the CAISO Tariff as if executed in written format.

7. Penalties and Sanctions.

- 7.1** The EIM Participating Resource Scheduling Coordinator shall be subject to all penalties made applicable to EIM Participating Resource Scheduling Coordinators set forth in Section 29 of the CAISO Tariff, subject to Section 13.5.

8. Costs.

- 8.1** The EIM Participating Resource Scheduling Coordinator shall be responsible for all its costs incurred for the purpose of meeting its obligations under this Agreement.

9. Dispute Resolution.

- 9.1** 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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator

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

10. Representation and Warranties.

- 10.1** 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.

11. Liability.

- 11.1** 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 EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

12. Uncontrollable Forces.

- 12.1** 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 a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

13. Miscellaneous.

- 13.1 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 and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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.

- 13.2 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 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 EIM Participating Resource 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 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

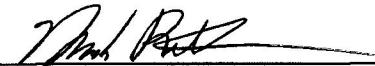
- 13.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 13.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent 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: the U.S. Court of Federal Claims, 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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 require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing

contained herein shall be construed as affecting in any way the right of 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 EIM Participating Resource 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.

- 13.9 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

California Independent System Operator Corporation

By: 
Name: Mark Rothleder
Title: SVP & Chief Operating Officer
Date: September 27, 2021

BONNEVILLE POWER ADMINISTRATION

By: 
Name: JOEL D. COOK
Title: CHIEF OPERATING OFFICER
Date: 9/27/2021

SCHEDULE 1

NOTICES

[Section 13.2]

EIM Participating Resource Scheduling Coordinator

Name of Primary Representative: Alex J. Spain
Title: Acting Vice President, Bulk Marketing
Company: Bonneville Power Administration
Address: PTF-5
P.O. Box 3621
City/State/Zip Code: Portland, OR 97208
Email Address: ajspain@bpa.gov
Phone: (503) 230-5780
Fax No: (503) 230-7333

Name of Alternative Representative: Debra J. Malin
Title: Account Executive, Power Services
Company: Bonneville Power Administration
Address: PTL-5
P.O. Box 3621
City/State/Zip Code: Portland, OR 97208
Email Address: djmalin@bpa.gov
Phone: (503) 230-5701
Fax No: (503) 230-7463

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
Fax: (916) 608-5063

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
Fax: (916) 608-5063

Attachment A.5 – EIM Entity Scheduling Coordinator Meter Service Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY AND
THROUGH THE BONNEVILLE POWER
ADMINISTRATION**

**EIM ENTITY SCHEDULING COORDINATOR
METER SERVICE AGREEMENT**

EIM ENTITY SCHEDULING COORDINATOR METER SERVICE AGREEMENT

THIS AGREEMENT is dated this 27th day of September, 2021, and is entered into, by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration**, having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232 ("SC" or "Scheduling Coordinator"); and
- (2) **California Independent System Operator Corporation** ("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 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, INTERPRETATION, AND SCHEDULING COORDINATOR'S NON-JURISDICTIONAL STATUS

- 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.

1.3 Scheduling Coordinator's Non-Jurisdictional Status. The CAISO acknowledges that the Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the Scheduling Coordinator's interest in remaining so.

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.** Subject to Section 11.5, 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 governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent 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: the U.S. Court of Federal Claims, 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.



AGREEMENT

EIM ENTITY SCHEDULING COORDINATOR METER SERVICE

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:

A handwritten signature in black ink, appearing to read "Mark Rothleder".

Name:

Mark Rothleder

Title:

SVP & Chief Operating Officer

Date:

September 27, 2021

Full legal name of SC

By:

A handwritten signature in black ink, appearing to read "Joel D. Cook".

Name:

JOEL D. COOK

Title:

CHIEF OPERATING OFFICER

Date:

9/27/2021

SCHEDULE 1

METER INFORMATION

[Section 3.3.1]

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SCHEDULE 2

APPROVED LOAD PROFILE

[Section 3.3.3]

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SCHEDULE 3

EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS

[Section 3.4.1]

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]

SCIDS:

SC Metered Entity (SC ME)	SCID associated with SC ME	Authorized 3rd Parties
BPA, Transmission	BPAE	Power Costs Inc (PCI)

SCHEDULE 6

NOTICE

[Section 11.2]

EIM Entity Scheduling Coordinator

Name of Primary

Representative: Michelle M. Cathcart
Title: Vice President, Transmission System Operations, TO
Company: Bonneville Power Administration
Address: TO-DITT-2
City/State/Zip Code: Vancouver, WA 98661
Email Address: mmcathcart@bpa.gov
Phone: (360) 418-8775
Fax No: (360) 418-8433

Name of Alternative

Representative: Ashley D. Donahoo
Title: Manager, Internal Operations
Company: Bonneville Power Administration
Address: TOI-DITT-2
City/State/Zip Code: Vancouver, WA 98661
Email Address: addonahoo@bpa.gov
Phone: (360) 418-8749
Fax No: (360) 418-8433

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
Fax: (916) 608-5063

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
Fax: (916) 608-5063

Attachment A.6 – EIM Participating Resource Scheduling Coordinator

Meter Service Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

21PM-16471

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY AND
THROUGH THE BONNEVILLE POWER
ADMINISTRATION**

**PARTICIPATING RESOURCE
SCHEDULING COORDINATOR METER
SERVICE AGREEMENT**

PARTICIPATING RESOURCE SCHEDULING COORDINATOR METER SERVICE AGREEMENT

THIS AGREEMENT is dated this 27th day of September, 2021, and is entered into, by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration, having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232 ("SC" or "Scheduling Coordinator");**

and

- (2) **California Independent System Operator Corporation ("CAISO"), 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.**

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, INTERPRETATION, AND SCHEDULING COORDINATOR'S NON-JURISDICTIONAL STATUS

- 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.

1.3 Scheduling Coordinator's Non-Jurisdictional Status. The CAISO acknowledges that the Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the Scheduling Coordinator's interest in remaining so.

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.
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Coordinator Metered Entities shall conform to these standards unless the CAISO has, at its discretion, exempted the Scheduling Coordinator from these standards.

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ARTICLE IV

PENALTIES & SANCTIONS

- 4.1 Penalties.** Subject to Section 11.5, 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.

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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.
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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 governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent 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: the U.S. Court of Federal Claims, 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.



PARTICIPATING RESOURCE SCHEDULING COORDINATOR
METER SERVICE 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:

A handwritten signature in black ink, appearing to read "Mark Roth".

Name:

Mark Rothleder

Title:

SVP & Chief Operating Officer

Date:

September 27, 2021

Full legal name of SC

By:

A handwritten signature in black ink, appearing to read "Joel D. Cook".

Name:

JOEL D. COOK

Title:

CHIEF OPERATING OFFICER

Date:

9/27/2021

SCHEDULE 1**METER INFORMATION****[Section 3.3.1]****INTENTIONALLY LEFT BLANK**

SCHEDULE 2**APPROVED LOAD PROFILE**
[Section 3.3.3]**INTENTIONALLY LEFT BLANK**

SCHEDULE 3**EXEMPTIONS FROM METERING STANDARDS AND OTHER
REQUIREMENTS****[Section 3.4.1]****Exemption(s)**

- 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]****SCIDS:**

SC Metered Entity (SC ME)	SCID associated with SC ME	Authorized 3rd Parties
BPA, Merchant	BPAM	Power Costs Inc (PCI)

SCHEDULE 6**NOTICE****[Section 11.2]****EIM Participating Resource Scheduling Coordinator**

Name of Primary Representative: Alex J. Spain
Title: Acting Vice President, Bulk Marketing
Company: Bonneville Power Administration
Address: PTF-5
P.O. Box 3621
City/State/Zip Code: Portland, OR 97208
Email Address: ajspain@bpa.gov
Phone: (503) 230-5780
Fax No: (503) 230-7333

Name of Alternative Representative: Debra J. Malin
Title: Account Executive, Power Services
Company: Bonneville Power Administration
Address: PTL-5
P.O. Box 3621
City/State/Zip Code: Portland, OR 97208
Email Address: djmalin@bpa.gov
Phone: (503) 230-5701
Fax No: (503) 230-7463

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
Fax: (916) 608-5063

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
Fax: (916) 608-5063

**Attachment B – Informal redline comparison between EIM Participation Agreements and
pro forma CAISO service agreement for the
EIM Participation Agreements
between
Bonneville Power Administration
and
California Independent System Operator Corporation**

October 1, 2021

Attachment B.1 – Informal redline comparison of EIM Entity Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION

AND

THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY
AND THROUGH THE BONNEVILLE POWER
ADMINISTRATION

EIM ENTITY AGREEMENT

Appendix B.17 EIM Entity Agreement (EIMEA)

THIS ENERGY IMBALANCE MARKET ENTITY AGREEMENT ("AGREEMENT") is established this _____ day of September, 2021, and is accepted by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration**~~[Full legal name]~~ ("EIM Entity"), having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232~~[address]~~,
- and
- (2) **California Independent System Operator Corporation** ("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 EIM Entity and the CAISO are hereinafter referred to as the "Parties."

Whereas:

- A. The EIM Entity is a federal power marketing administration that markets electric power from multiple generating resources, including but not limited to the Federal Columbia River Power System owned and operated by the U.S. Army Corps of Engineers and the U.S. Bureau of Reclamation, and the Columbia Generating Station owned and operated by Energy Northwest. The Parties named above operate Balancing Authority Areas.
- B. The EIM Entity also owns and/or operates a high voltage transmission system in the Pacific Northwest (the Federal Columbia River Transmission System) and provides transmission service in accordance with an open access transmission tariff ("OATT"), including balancing Energy services.
- C. The Parties named above operate Balancing Authority Areas.
- D. The CAISO operates the Real-Time Market pursuant to the CAISO Tariff.
- E. There [are/are not] third party transmission service providers within the EIM Entity Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems.
- F. The Parties are entering into this Agreement to enable the EIM Entity to participate in the CAISO's Real-Time Market and to provide Energy Imbalance Market services within the EIM Entity Balancing Authority Area, including Real-Time transfers of Energy among the CAISO Balancing Authority Area and other EIM Entity Balancing Authority Areas.

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

ARTICLE I

DEFINITIONS, AND INTERPRETATION, AND EIM ENTITY'S NON-JURISDICTIONAL STATUS

- 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) unless the context requires otherwise, “or” is used in the conjunctive sense; and
- (l) 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.

1.1 EIM Entity's Non-Jurisdictional Status.

The CAISO acknowledges that the EIM Entity is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Entity's interest in remaining so.

ARTICLE II

RESPONSIBILITIES OF EIM ENTITY AND CAISO

2.1 Scope of Responsibilities. The Parties are individually responsible for the efficient use and reliable operation of their Balancing Authority Areas consistent with the Reliability Standards established by the Western Electricity Coordinating Council (“WECC”) and the North American Electric Reliability Corporation (“NERC”), and in accordance with their respective tariffs on file with the Federal Energy Regulatory Commission (“FERC”). Nothing in this Agreement is intended to change, supersede, or alter either Party's obligations to abide by NERC and WECC Reliability Standards or to provide open and non-discriminatory transmission access in

accordance with the terms of their respective FERC tariffs.

- 2.2 **Tariff Provisions.** The CAISO shall provide open access to the Real-Time Market in accordance with the terms of the CAISO Tariff. The EIM Entity shall have in effect provisions in its OATT to enable operation of the Real-Time Market in its Balancing Authority Area in accordance with the CAISO Tariff.
- 2.3 **EIM Entity Scheduling Coordinator.** The EIM Entity shall be represented by an EIM Entity Scheduling Coordinator, which may be the EIM Entity or another entity certified by the CAISO to perform the functions of an EIM Entity Scheduling Coordinator.
- 2.4 **EIM Transmission Service and Resource Information.** The EIM Entity shall provide information to the CAISO for Energy Imbalance Market purposes regarding the network topology of its Balancing Authority Area, non-participating resources, and loads in accordance with the CAISO Tariff and the Business Practice Manual for the Energy Imbalance Market. The EIM Entity is responsible for the accuracy and completeness of this information.
- 2.5 **EIM Transmission Availability.** The EIM Entity shall make available for use in the Real-Time Market transmission capacity on its system internal transmission system (transfers wholly within the EIM Entity's BAA) that is not otherwise encumbered, reserved, scheduled, or being used by its transmission customers or by others and shall make arrangements with third party transmission service providers within its Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems to provide such transmission capacity on their systems for use in the Real-Time Market. The EIM Entity will not make available transmission capacity on its system for EIM Transfers through available transfer capability in accordance with its OATT. The EIM Entity shall provide the CAISO with real time information regarding the availability of transmission capacity for use in the Energy Imbalance Market as provided in the CAISO Tariff and Business Practice Manual for the Energy Imbalance Market.
- 2.6 **EIM Entity Corrective Actions.** The EIM Entity may take corrective action, subject to the provision of its OATT, to address an issue with Energy Imbalance Market implementation or operation consistent with Section 29 of the CAISO Tariff.

ARTICLE III

TERM AND TERMINATION

- 3.1 **Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date it is accepted for filing and made effective by FERC and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 **Termination**
 - 3.2.1 **Termination by CAISO.** The CAISO may terminate this Agreement by giving written notice of termination pursuant to Section 29.1(d) of the CAISO Tariff or in the event that the EIM Entity commits any material default under this Agreement or Section 29 of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the EIM Entity written notice of the default, unless the default is excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely 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 (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 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 EIM Entity. In the event that the EIM Entity no longer wishes to enable Energy Imbalance Market services within its Balancing Authority Area pursuant to the CAISO Tariff, it may terminate this Agreement on giving the CAISO not less than one-hundred and eighty (180) 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 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 or upon the next production date of the Full-Network Model release following the one-hundred and eighty (180) days after the CAISO's receipt of the EIM Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

3.3 No Termination Charge. The CAISO shall not levy an exit fee or other charge associated with CAISO systems, procedures, or other changes required by the termination of the EIM Entity's participation in the Energy Imbalance Market as of the effective date of such notice, provided that EIM Entity obligations incurred under this Agreement prior to the effective date of such notice shall survive termination until satisfied.

ARTICLE IV

CAISO TARIFF

4.1 Agreement Subject to CAISO Tariff. This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EIM Entity shall abide by, and shall perform, all of the obligations of EIM Entities under the CAISO Tariff.

ARTICLE V

COSTS

5.1 Operating and Maintenance Costs. The EIM Entity shall be responsible for all its costs incurred in connection with meeting its obligations under this Agreement.

ARTICLE VI

DISPUTE RESOLUTION

6.1 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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 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.

- 7.2 Necessary Approvals.** The EIM Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Entity prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE VIII

LIABILITY

- 8.1 Liability.** 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 EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE IX

UNCONTROLLABLE FORCES

- 9.1 Uncontrollable Forces Tariff Provisions.** 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 a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

MISCELLANEOUS

- 10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.
- 10.2 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 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 EIM Entity 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 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 10.3 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 constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 10.4 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 interpreted~~ in accordance with ~~the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision~~, the laws of the State of California ~~will apply, except its conflict of law provisions~~. The Parties irrevocably consent 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: ~~the U.S. any Court of Federal Claims, 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.
- 10.5 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.
- 10.6 Environmental Laws and Regulations.** ~~The Parties acknowledge and understand that as a federal agency, the EIM Entity has certain obligations and responsibilities under the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 et seq., and other environmental laws that~~

must be fulfilled before it can take any action potentially affecting the environment. In the event that at some point in the future any action related to the EIM Entity's participation in the CAISO's Real-Time Market requires environmental compliance review prior to taking such action, this Agreement shall not be construed as restricting the EIM Entity's absolute right to conduct and complete the environmental reviews it deems necessary in its sole discretion before making a decision regarding whether and how to proceed with any such action. For avoidance of doubt, notwithstanding this provision, the EIM Entity shall remain responsible for all financial consequences of any bids, schedules or other transactions it may enter through its participation in the CAISO Real-Time Market.

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.

10.87 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.

10.98 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 shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of 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 EIM Entity 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.

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

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

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

Bonneville Power Administration [NAME OF EIM ENTITY]

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

NOTICES

[Section 10.2]

EIM Entity

Name of Primary

Representative: Michelle M. Cathcart
Title: Vice President, Transmission System Operations, TO
Company: Bonneville Power Administration
Address: TO-DITT-2
City/State/Zip Code: Vancouver, WA 98661
Email Address: mmcathcart@bpa.gov
Phone: (360) 418-8775
Fax No: (360) 418-8433

Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____
Email Address: _____
Phone: _____
Fax No: _____

Name of Alternative

Representative: Ashley D. Donahoo
Title: Manager, Internal Operations
Company: Bonneville Power Administration
Address: TOI-DITT-2

City/State/Zip Code: Vancouver, WA 98661

Email Address: addonahoo@bpa.gov

Phone: (360) 418-8749

Fax No: (360) 418-8433

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____
Email Address: _____
Phone: _____
Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Attachment B.2 – Informal redline comparison of EIM Entity

Scheduling Coordinator Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION

AND

THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY
AND THROUGH THE BONNEVILLE POWER
ADMINISTRATION

EIM ENTITY
SCHEDULING COORDINATOR AGREEMENT

Appendix B.18 EIM Entity Scheduling Coordinator Agreement (EIMESCA)

THIS ENERGY IMBALANCE MARKET ENTITY SCHEDULING COORDINATOR AGREEMENT

(“**AGREEMENT**”) is established ~~made~~ this ____ day of September, 2021, _____ and is entered ~~accepted~~ into, by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration (“EIM Entity”).** ~~[Full legal name]~~ having ~~itsa~~ registered ~~under~~ principal executive office at ~~905 NE 11th Avenue, Portland, OR 97232 [address]~~ (the “EIM Entity Scheduling Coordinator”)
- and
- (2) **CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION (“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 “CAISO”)~~.

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

Whereas:

- A. The EIM Entity Scheduling Coordinator has applied for certification or has been certified by the CAISO under the certification procedure referred to in Section 29 of the CAISO Tariff.
- B. The EIM Entity Scheduling Coordinator wishes to represent an EIM Entity under the terms and conditions set forth in Section 29 of the CAISO Tariff.

NOW IT IS HEREBY AGREED as follows:

- 1 **Definitions, and Interpretation, and EIM Entity Scheduling Coordinator’s Non-Jurisdictional Status.**
- 1.1 **Master Definitions Supplement.** ~~All t~~erms and expressions used in this Agreement shall have the same meanings 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) unless the context otherwise requires, “or” is used in the conjunctive sense;~~
- ~~(k) any reference to a day, week, month or year is to a calendar day, week, month or year; and~~
- ~~(l) unless the context otherwise, “or” is used in the conjunctive sense; and~~
- (l) 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.

1.3 EIM Entity's Non-Jurisdictional Status. The CAISO acknowledges that the EIM Entity Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Entity's interest in remaining so.

2 Covenant of the EIM Entity Scheduling Coordinator.

2.1 The EIM Entity Scheduling Coordinator agrees that:

- 2.1.1** CAISO Tariff Section 29 governs all aspects of Energy Imbalance Market information submission, including the financial and technical criteria for EIM Entity Scheduling Coordinator EIM Base Schedule submissions, Settlement, information reporting requirements, and confidentiality restrictions;
- 2.1.2** It will abide by and will perform all of the obligations under Section 29 of the CAISO Tariff placed on EIM Entity Scheduling Coordinators in respect of all matters set forth therein, including ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality and dispute resolution;
- 2.1.3** It shall ensure that each EIM Entity that it represents enters into an EIM Entity Agreement in accordance with Section 29 of the CAISO Tariff;
- 2.1.4** It shall have the primary responsibility to the CAISO, as principal, for all EIM Entity Scheduling Coordinator payment obligations under Section 29 of the CAISO Tariff; and
- 2.1.5** Its status as an EIM Entity Scheduling Coordinator is at all times subject to Section 29 of the CAISO Tariff.

3 Term and Termination.

- 3.1** This Agreement shall commence on the later of (a) the later of the date of execution of this Agreement or (b) the date the EIM Entity Scheduling Coordinator is certified by the CAISO as an EIM Entity Scheduling Coordinator.
- 3.2** This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the EIM Entity Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC rules regarding termination.

4 Settlement Account.

- 4.1** The EIM Entity Scheduling Coordinator shall maintain at all times an account with a bank capable of Fedwire transfer and, at its option, may also maintain an account capable of ACH transfers, to which credits or debits that arise under Section 29 of the CAISO Tariff shall be made in accordance with the billing and Settlement provisions of Section 11 of the CAISO Tariff. Such account shall be the account as notified by the EIM Entity Scheduling Coordinator to the CAISO from time to time by giving at least 20 days written notice before the new account becomes operational, together with all information necessary for the CAISO's processing of a change in that account.

5 Agreement to be bound by CAISO Tariff.

- 5.1** Section 29 of the CAISO Tariff is incorporated herein and made a part hereof. In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions set forth in the CAISO Tariff that may apply to EIM Entity Scheduling Coordinators, the terms and conditions of the CAISO Tariff shall prevail.

6 Electronic Contracting.

- 6.1** All submitted information, applications, schedules, Bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (e.g. direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and other implications as set forth in the terms and conditions of Section 29 of the CAISO Tariff as if executed in written format.

7 Penalties and Sanctions.

- 7.1** The EIM Entity Scheduling Coordinator shall be subject to all penalties made applicable to EIM Entity Scheduling Coordinators set forth in Section 29 of the CAISO Tariff, subject to Section 13.5.

8 Costs.

- 8.1** The EIM Entity Scheduling Coordinator shall be responsible for all its costs incurred for the purpose of meeting its obligations under this Agreement.

9 Dispute Resolution.

- 9.1** 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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

10 Representation and Warranties.

- 10.1** 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.

11 Liability.

11.1 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 EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

12 Uncontrollable Forces.

12.1 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 a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

13 Miscellaneous.

13.1 **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 and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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.

13.2 **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 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 EIM Entity 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 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

13.3 **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 constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

13.4 **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-interpreted~~ in accordance with ~~the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision,~~ the laws of the State of California, ~~except its conflict of law provisions will apply~~. The Parties irrevocably consent 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: ~~the U.S. Courtany court of the State of California~~~~Federal Claims~~, 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.

13.5 **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.

- 13.6 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.
- 13.7 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.
- 13.8 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 require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of 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 EIM Entity 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.
- 13.9 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

[Name of EIM Entity Scheduling Coordinator] BONNEVILLE POWER ADMINISTRATION

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

NOTICES

[Section 13.2]

EIM Entity Scheduling Coordinator

Name of Primary

Representative: Michelle M. Cathcart

Title: Vice President, Transmission System Operations, TO

Company: Bonneville Power Administration

Address: TO-DITT-2

City/State/Zip Code: Vancouver, WA 98661

Email Address: mmcathcart@bpa.gov

Phone: (360) 418-8775

Fax No: (360) 418-8433

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: Ashley D. Donahoo

Title: Manager, Internal Operations

Company: Bonneville Power Administration

Address: TOI-DITT-2

City/State/Zip Code: Vancouver, WA 98661

Email Address: addonahoo@bpa.gov

Phone: (360) 418-8749

Fax No: (360) 418-8433

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____
Email Address: _____
Phone: _____
Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Attachment B.3 – Informal redline comparison of EIM Participating Resource Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

CALIFORNIA INDEPENDENT SYSTEM

OPERATOR CORPORATION

AND

THE UNITED STATES OF AMERICA,

DEPARTMENT OF ENERGY, ACTING BY

AND THROUGH THE BONNEVILLE POWER

ADMINISTRATION

EIM PARTICIPATING

RESOURCE AGREEMENT

Appendix B.19-EIM Participating Resource Agreement (EIMPRA)

THIS ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE AGREEMENT ("AGREEMENT") is established this _____ day of September, 2021, and is accepted by and between:

The United States of America, Department of Energy, acting by and through the Bonneville Power Administration[Full legal name] ("EIM Participating Resource"), having its registered and principal executive office at 905 NE 11th Avenue, Portland, OR 97232 ("EIM Participating Resource" or "Bonneville")[address],

and

California Independent System Operator Corporation ("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 EIM Participating Resource and the CAISO are hereinafter referred to as the "Parties."

Whereas:

- A. The CAISO operates a Real-Time Market for Energy pursuant to the CAISO Tariff.
- B. EIM Participating Resource is a federal power marketing administration that markets electric power from multiple generating resources, including but not limited to the Federal Columbia River Power System owned and operated by the U.S. Army Corps of Engineers and the U.S. Bureau of Reclamation, and the Columbia Generating Station owned and operated by Energy Northwest.
- C. The EIM Participating Resource receives provides balancing Energy service from an EIM Entity in accordance with the EIM Entity's open access to Bonneville's transmission tariff or from another transmission service provider within the EIM Entity Balancing Authority Area function, which is a prospective EIM Entity at the time of execution of this Agreement.
- DC. The Parties wish to enter into this Agreement to establish the terms and conditions for participation in the CAISO's Real-Time Market by the EIM Participating Resource in accordance with Section 29 of the CAISO Tariff.

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

ARTICLE I

DEFINITIONS, AND INTERPRETATION, AND EIM PARTICIPATING RESOURCE'S NON-JURISDICTIONAL STATUS

- 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) unless the context otherwise requires, “or” is used in the conjunctive sense;
- (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (l) 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.

1.3 EIM Entity's Non-Jurisdictional Status. The CAISO acknowledges that the EIM Participating Resource is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Participating Resource's interest in remaining so.

ARTICLE II

RESPONSIBILITIES OF EIM PARTICIPATING RESOURCE

- 2.1 EIM Participating Resource Scheduling Coordinator.** The EIM Participating Resource shall be represented by an EIM Participating Resource Scheduling Coordinator, which may be the EIM Participating Resource or another entity certified by the ISO to perform the functions of an EIM Participating Resource Scheduling Coordinator.
- 2.2 EIM Resources.** The EIM Participating Resource has identified on Schedule 1 all EIM Resources that it owns, operates, has a contractual entitlement to, or that otherwise will be included in the Master File.

- 2.2.1 Technical Characteristics.** The EIM Participating Resource has provided to the CAISO in Schedule 1 the required information regarding the operating characteristics of each EIM Resource listed in Schedule 1, in addition to any further level of detail that may be required by Section 29 of the CAISO Tariff.
- 2.2.2 Notification of Changes.** Sixty (60) days prior to changing any technical information in Schedule 1, the EIM Participating Resource shall notify the CAISO of the proposed changes. The CAISO shall post on the CAISO Website a schedule showing, for at least one year in advance, (i) the proposed dates on which the CAISO's Master File will be updated, which dates shall occur at least every three months; (ii) the dates on which the information contained in the revised Master File will become effective; and (iii) the deadlines by which changed technical information must be submitted to the CAISO in order to be tested and included in the next scheduled update of the CAISO's Master File. Unless the EIM Resource fails to test at the values in the proposed change(s), the change will become effective upon the effective date for the next scheduled update of the Master File, provided the EIM Participating Resource submits the changed information by the applicable deadline and is tested by the deadline. Subject to such notification this Agreement shall not apply to any EIM Resource identified in Schedule 1 which the EIM Participating Resource no longer owns or no longer has contractual entitlement to.

ARTICLE III

TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date it is accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Section 5.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the EIM Participating Resource commits any material 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, to the EIM Participating Resource, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement. 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 a 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.
- 3.2.2 Termination by EIM Participating Resource.** In the event that the EIM Participating Resource no longer wishes to submit Bids and transmit Energy over the CAISO Controlled Grid, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Section 2.2.2, the EIM Participating Resource may modify Schedule 1 to remove EIM Resources which it no longer owns or no longer has contractual entitlement to and such modification shall be effective upon receipt by the CAISO. 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

filings 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 EIM Participating Resource's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV

CAISO TARIFF

- 4.1 **Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EIM Participating Resource shall abide by, and shall perform all of the obligations under the CAISO Tariff placed on EIM Participating Resources in respect of all matters set forth therein.
- 4.1.1 **Additional EIM Participating Resource Requirements.** The EIM Participating Resource shall comply with all CAISO Tariff requirements associated with resource registration and the measurement and verification of the associated services to be provided for EIM Resources other than Generating Units or CAISO qualified resources delivering Energy.

ARTICLE V

PENALTIES AND SANCTIONS

- 5.1 **Penalties.** If the EIM Participating Resource fails to comply with any provisions of this Agreement, the CAISO shall be entitled to impose penalties and sanctions on the EIM Participating Resource, subject to Section 11.5. No penalties or sanctions may be imposed under this Agreement unless a 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 EIM Participating Resource 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 EIM Participating Resource.
- 5.2 **Corrective Measures.** If the EIM Participating Resource fails to meet or maintain the requirements set forth in this Agreement or Section 29 of the CAISO Tariff, the CAISO shall be permitted to take any of the measures, contained or referenced in Section 29 of the CAISO Tariff, which the CAISO deems to be necessary to correct the situation.

ARTICLE VI

COSTS

- 6.1 **Operating and Maintenance Costs.** The EIM Participating Resource shall be responsible for all its costs incurred in connection with meeting its obligations under this Agreement.

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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 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.
- 8.2 Necessary Approvals.** The EIM Participating Resource represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Participating Resource prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE IX

LIABILITY

- 9.1 Liability.** 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 EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** 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 a reference to the EIM Participating Resource and 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 or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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 were 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 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 EIM Participating Resource 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 2. A Party must update the information in Schedule 2 of this Agreement 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 constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 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 interpreted~~ in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply, except its conflict of law provisions. The Parties irrevocably consent 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: the U.S. any Court of Federal Claims~~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 require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of 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 EIM Participating Resource 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.

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: _____

BONNEVILLE POWER ADMINISTRATION[NAME OF EIM PARTICIPATING RESOURCE]

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1
Technical Characteristics of EIM Resources
[Section 2.4]

<u>Name of Resource¹</u>	<u>Name of EIM Participating Resource Owner For Purposes of Market Participation</u>	<u>CAISO Resource ID</u>	<u>Type of Unit</u>	<u>Primary Fuel Type</u>	<u>Net Capacity (MW)²</u>	<u>Limitations (Reference #)</u>
Upper Columbia Aggregated Participation Resource: Grand Coulee and Chief Joseph	BPA Power	UPRCOL_5(APR)_ORA	Hydro Turbine	Water	9774	1, 4, 5
Lower Columbia Aggregated Participation Resource: McNary, John Day, The Dalles, and Bonneville	BPA Power	LWRCOL_5(APR)_ORA	Hydro Turbine	Water	7078	2, 4, 5
Lower Snake Aggregated Participation Resource: Lower Granite, Little Goose, Lower Monumental, and Ice Harbor	BPA Power	LWRSNK_5(APR)_ORA	Hydro Turbine	Water	3483	3, 4, 5

Limitations

<u>Reference #</u>	<u>Description of Limitation</u>
1	The Upper Columbia Aggregated Participation Resource (APR) is made up of two projects and is registered as an Overlapping Resource Aggregation (ORA). As part of the ORA, there are 3 CAISO resources registered: a Base, APR, and Available Balancing Capacity (ABC) resource.
2	The Lower Columbia APR is made up of four projects and is registered as an ORA. As part of the ORA, there are 3 CAISO resources registered: a Base, APR, and ABC resource.
3	The Lower Snake APR is made up of four projects and is registered as an ORA. As part of the ORA, there are 3 CAISO resources registered: a Base, APR, and ABC resource.
4	Units are subject to numerous environmental and operational requirements, including such things as water temperature, total dissolved gas, minimum and maximum flow, minimum and maximum reservoir elevations, etc.

¹ The individual resources included in the aggregations listed above are owned and operated by either the U.S. Bureau of Reclamation or the U.S. Army Corps of Engineers. Bonneville is statutorily directed to market the electrical output from these resources.

² The Net Capacity value set forth above represents the capacity of the Overlapping Resource Aggregate that Bonneville may bid into the EIM that is modeled and registered as an Aggregated Participation Resource. It does not represent the net nameplate (or physical capacity) of the underlying aggregated generation units.

5

Capacity reflects the maximum output provided adequate water is available. Hydroelectric units are energy limited resources that are dependent on fuel (i.e. water) availability.

SCHEDULE 2

NOTICES

[Section 11.2]

EIM Participating Resource

Name of Primary

Representative: Alex J. Spain

Title: Acting Vice President, Bulk Marketing

Company: Bonneville Power Administration

Address: PTF-5

P.O. Box 3621

City/State/Zip Code: Portland, OR 97208

Email Address: ajspain@bpa.gov

Phone: (503) 230-5780

Fax No: (503) 230-7333

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: Debra J. Malin

Title: Account Executive, Power Services

Company: Bonneville Power Administration

Address: PTL-5

P.O. Box 3621

City/State/Zip Code: Portland, OR 97208

Email Address: djmalin@bpa.gov

Phone: (503) 230-5701

Fax No: (503) 230-7463

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

CAISO

Name of Primary

Representative: Regulatory ContractsTitle: N/AAddress: 250 Outcropping WayCity/State/Zip Code: Folsom, CA 95630Email address: RegulatoryContracts@caiso.comPhone: (916) 351-4400Fax: (916) 608-5063Representative: _____Title: _____Address: _____City/State/Zip Code: _____Email Address: _____Phone: _____Fax No: _____

Name of Alternative

Representative: Christopher J. SibleyTitle: Manager, Regulatory ContractsAddress: 250 Outcropping WayCity/State/Zip Code: Folsom, CA 95630Email address: csibley@caiso.comPhone: (916) 608-7030Fax: (916) 608-5063Representative: _____Title: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

**Attachment B.4 – Informal redline comparison of EIM Participating Resource
Scheduling Coordinator Agreement
between
Bonneville Power Administration
and
California Independent System Operator Corporation**

October 1, 2021

CALIFORNIA INDEPENDENT SYSTEM

OPERATOR CORPORATION

AND

THE UNITED STATES OF AMERICA,

DEPARTMENT OF ENERGY, ACTING BY

AND THROUGH THE BONNEVILLE POWER

ADMINISTRATION

EIM PARTICIPATING RESOURCE

SCHEDULING COORDINATOR

AGREEMENT

Appendix B.20 Energy Imbalance Market EIM Participating Resource Scheduling Coordinator

Agreement (EIMPRSCA)

THIS AGREEMENT is made this _____ day of September, 2021, _____ and is entered into, by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration** [Full legal name], having its registered principal executive office at 905 NE 11th Avenue, Portland, OR 97232 [address] (the "EIM Participating Resource Scheduling Coordinator")
and
(2) **CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate (the "CAISO").

The EIM Participating Resource Scheduling Coordinator and the CAISO are hereinafter referred to as the "Parties."

Whereas:

- A. The EIM Participating Resource Scheduling Coordinator has applied for or has been certified by the CAISO under the certification procedure referred to in Section 29 of the CAISO Tariff.
- B. The EIM Participating Resource Scheduling Coordinator wishes to represent EIM Participating Resources under the terms and conditions set forth in Section 29 of the CAISO Tariff.

NOW IT IS HEREBY AGREED as follows:

1 Definitions, and Interpretation, and EIM Participating Resource Scheduling Coordinator's Non-Jurisdictional Status.

1.1 Master Definitions Supplement. Terms and expressions used in this Agreement shall have the same meanings 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) unless the context requires otherwise ~~requires~~, “or” is used in the conjunctive sense;
 - (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and
 - (l) 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.

1.3 EIM Participating Resource Scheduling Coordinator’s Non-Jurisdictional Status. The CAISO acknowledges that the EIM Participating Resource Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the EIM Participating Resource Scheduling Coordinator’s interest in remaining so.

2 Covenant of the EIM Participating Resource Scheduling Coordinator.

2.1 The EIM Participating Resource Scheduling Coordinator agrees that:

- 2.1.1** CAISO Tariff Section 29 governs all aspects of bidding and scheduling of Energy in the Real-Time Market, including (without limitation), the financial and technical criteria applicable to EIM Participating Resource Scheduling Coordinators, and other bidding, Settlement, information reporting requirements, and confidentiality restrictions applicable to EIM Participating Resource Scheduling Coordinators;
- 2.1.2** It shall abide by, and shall perform all of the obligations under Section 29 of the CAISO Tariff placed on EIM Participating Resource Scheduling Coordinators in respect of all matters set forth therein, including, without limitation, ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality, and dispute resolution;
- 2.1.3** It shall ensure that each EIM Participating Resource for which it submits Bids enters into an EIM Participating Resource Agreement in accordance with Section 29 of the CAISO Tariff;
- 2.1.4** It shall have the primary responsibility to the CAISO, as principal, for all EIM Participating Resource Scheduling Coordinator payment obligations pursuant to Section 29 of the CAISO Tariff; and
- 2.1.5** Its status as an EIM Participating Resource Scheduling Coordinator is at all times subject to Section 29 of the CAISO Tariff.

3 Term and Termination.

- 3.1** This Agreement shall commence on the later of (a) the date of execution of this Agreement or (b) the date the EIM Participating Resource Scheduling Coordinator is certified by the CAISO as an EIM Participating Resource Scheduling Coordinator.
- 3.2** This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the EIM Participating Resource Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC rules regarding termination.

4 Settlement Account.

- 4.1** The EIM Participating Resource Scheduling Coordinator shall maintain at all times an account with a bank capable of Fedwire transfer and, at its option, may also maintain an account capable of ACH transfers, to which credits or debits that arise under Section 29 of the CAISO Tariff shall be made in accordance with the billing and Settlement provisions of Section 11 of the CAISO Tariff. Such account shall be the account as notified by the EIM Participating Resource Scheduling Coordinator to the CAISO from time to time by giving at least 20 days written notice before the new account becomes operational, together with all information necessary for the CAISO's processing of a change in that account.

5 Agreement to be bound by CAISO Tariff.

- 5.1** CAISO Tariff Section 29 is incorporated herein and made a part hereof. In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions set forth in the CAISO Tariff, the terms and conditions of the CAISO Tariff shall prevail.

6 Electronic Contracting.

- 6.1** All submitted information, applications, schedules, Bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (e.g. direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and other implications as set forth in the terms and conditions of Section 29 of the CAISO Tariff as if executed in written format.

7 Penalties and Sanctions.

- 7.1** The EIM Participating Resource Scheduling Coordinator shall be subject to all penalties made applicable to EIM Participating Resource Scheduling Coordinators set forth in Section 29 of the CAISO Tariff, subject to Section 13.5.

8 Costs.

- 8.1** The EIM Participating Resource Scheduling Coordinator shall be responsible for all its costs incurred for the purpose of meeting its obligations under this Agreement.

9 Dispute Resolution.

- 9.1** 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 any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

10 Representation and Warranties.

- 10.1** 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.

11 Liability.

- 11.1** 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 EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

12 Uncontrollable Forces.

- 12.1** 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 a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

13 Miscellaneous.

- 13.1 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 and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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.

- 13.2 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 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 EIM Participating Resource 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 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

- 13.3 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 constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

- 13.4 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 interpreted~~ in accordance with the laws of

~~the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision~~, the laws of the State of California ~~will apply~~, except its conflict of law provisions. The Parties irrevocably consent 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: ~~the U.S. any Court of the State of California~~Federal Claims, 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.

- 13.5 **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.
- 13.6 **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.
- 13.7 **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.
- 13.8 **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 require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of 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 EIM Participating Resource 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.
- 13.9 **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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

BONNEVILLE POWER ADMINISTRATION[Name of EIM Participating Resource Scheduling Coordinator]

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

NOTICES

[Section 13.2]

EIM Participating Resource Scheduling Coordinator

Name of Primary

Representative: Alex J. Spain

Title: Acting Vice President, Bulk Marketing

Company: Bonneville Power Administration

Address: PTF-5
P.O. Box 3621

City/State/Zip Code: Portland, OR 97208

Email Address: ajspain@bpa.gov

Phone: (503) 230-5780

Fax No: (503) 230-7333

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: Debra J. Malin

Title: Account Executive, Power Services

Company: Bonneville Power Administration

Address: PTL-5

P.O. Box 3621

City/State/Zip Code: Portland, OR 97208

Email Address: djmalin@bpa.gov

Phone: (503) 230-5701

Fax No: (503) 230-7463

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____
Email Address: _____
Phone: _____
Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Attachment B.5 – Informal redline comparison of EIM Entity Scheduling Coordinator

Meter Service Agreement

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION

AND

THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY, ACTING BY
AND THROUGH THE BONNEVILLE POWER
ADMINISTRATION

EIM ENTITY SCHEDULING COORDINATOR
METER SERVICE AGREEMENT

Appendix B.7EIM Entity Scheduling Coordinator Meter Service Agreement for SCs (MSA-SC)

THIS AGREEMENT is dated this ____ day of September, 2021, ____ and is entered into, by and between:

- (1) The United States of America, Department of Energy, acting by and through the Bonneville Power Administration[Full legal name] having its registered and principal executive office~~place of business located at 905 NE 11th Avenue, Portland, OR 97232~~[Address] (the "SC" of Scheduling Coordinator);
- and
- (2) **California Independent System Operator Corporation** ("CAISO"), 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.

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, AND SCHEDULING COORDINATOR'S NON-JURISDICTIONAL STATUS

- 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.

- 1.3 Scheduling Coordinator's Non-Jurisdictional Status.** The CAISO acknowledges that the Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the Scheduling Coordinator's interest in remaining so.

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.** Subject to section 11.5, 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 interpreted~~ in accordance with the laws of the United States. ~~To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the~~ State of California will apply, except its conflict of law provisions. The ~~Scheduling Coordinator Parties~~ 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: ~~the U.S. any Court of the State of California Federal Claims~~, 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.

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: _____

Full legal name of SC

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

INTENTIONALLY LEFT BLANK

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.

INTENTIONALLY LEFT BLANK

SCHEDULE 3

EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS

[Section 3.4.1]

Exemption

Attach variation with an explanation.

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

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.~~

SCIDS:

<u>SC Metered Entity (SC ME)</u>	<u>SCID associated with SC ME</u>	<u>Authorized 3rd Parties</u>
<u>BPA, Transmission</u>	<u>BPAE</u>	<u>Power Costs Inc (PCI)</u>

SCHEDULE 6

NOTICE

[Section 11.2]

Name of Primary

Representative: Michelle M. Cathcart

Title: Vice President, Transmission System Operations, TO

Company: Bonneville Power Administration

Address: TO-DITT-2

City/State/Zip Code: Vancouver, WA 98661

Email Address: mmcathcart@bpa.gov

Phone: (360) 418-8775

Fax No: (360) 418-8433

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: Ashley D. Donahoo

Title: Manager, Internal Operations

Company: Bonneville Power Administration

Address: TOI-DITT-2

City/State/Zip Code: Vancouver, WA 98661

Email Address: addonahoo@bpa.gov

Phone: (360) 418-8749

Fax No: (360) 418-8433

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____
Email Address: _____
Phone: _____
Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____

**Attachment B.6 – Informal redline comparison of EIM Participating Resource
Scheduling Coordinator Meter Service Agreement**

between

Bonneville Power Administration

and

California Independent System Operator Corporation

October 1, 2021

CALIFORNIA INDEPENDENT SYSTEM

OPERATOR CORPORATION

AND

THE UNITED STATES OF AMERICA,

DEPARTMENT OF ENERGY, ACTING BY

AND THROUGH THE BONNEVILLE POWER

ADMINISTRATION

PARTICIPATING RESOURCE

SCHEDULING COORDINATOR METER

SERVICE AGREEMENT

Appendix B.7 Participating Resource Scheduling Coordinator Meter Service Agreement for SCs

(MSA-SC)

THIS AGREEMENT is dated this _____ day of September, 2021, _____ and is entered into, by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration,** [Full legal name] having its registered and principal place of business located executive office at 905 NE 11th Avenue, Portland, OR 97232 [Address] (the "SC" or "Scheduling Coordinator");
and
- (2) **California Independent System Operator Corporation** ("CAISO"), 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.

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, AND SCHEDULING COORDINATOR'S NON-JURISDICTIONAL STATUS

- 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.

- 1.3 Scheduling Coordinator's Non-Jurisdictional Status.** The CAISO acknowledges that the Scheduling Coordinator is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and respects the Scheduling Coordinator's interest in remaining so.

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.** Subject to Section 11.5, 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 interpreted~~ in accordance with the laws of the United States. ~~To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the~~ State of California will apply, except its conflict of law provisions. The ~~Scheduling Coordinator Parties~~ 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: ~~the U.S. any Court of the State of California Federal Claims~~, 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.

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: _____

Full legal name of SC

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

INTENTIONALLY LEFT BLANK

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.

INTENTIONALLY LEFT BLANK

SCHEDULE 3

EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS

[Section 3.4.1]

Exemption(s)

- None

~~Attach variation with an explanation.~~

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

Other Exemptions

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.~~

SCIDS:

<u>SC Metered Entity (SC ME)</u>	<u>SCID associated with SC ME</u>	<u>Authorized 3rd Parties</u>
<u>BPA, Merchant</u>	<u>BPAM</u>	<u>Power Costs Inc (PCI)</u>

SCHEDULE 6

NOTICE

[Section 11.2]

Name of Primary

Representative: Alex J. Spain

Title: Acting Vice President, Bulk Marketing

Company: Bonneville Power Administration

Address: PTF-5

P.O. Box 3621

City/State/Zip Code: Portland, OR 97208

Email Address: ajspain@bpa.gov

Phone: (503) 230-5780

Fax No: (503) 230-7333

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: Debra J. Malin

Title: Account Executive, Power Services

Company: Bonneville Power Administration

Address: PTL-5

P.O. Box 3621

City/State/Zip Code: Portland, OR 97208

Email Address: djmalin@bpa.gov

Phone: (503) 230-5701

Fax No: (503) 230-7463

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____
Email Address: _____
Phone: _____
Fax No: _____

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
Fax: (916) 608-5063
Representative: _____
Title: _____
Company: _____
Address: _____
City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____