



May 7, 2024

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

Re: California Independent System Operator Corporation

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

Docket No. ER24-____-000

Dear Secretary Reese:

The California Independent System Operator Corporation (“CAISO”) submits for Commission filing and acceptance revisions to its Planning Coordinator Agreement¹ with the City of Santa Clara, doing business as Silicon Valley Power (“SVP”), previously filed with the Commission to include the date to which the term of the Planning Coordinator Agreement has been extended, as well as minor supporting edits and updates to the Attachments thereto (collectively, the “Revisions”).²

The CAISO respectfully requests waiver of the Commission’s notice requirement to permit Commission acceptance of this Planning Coordinator Agreement, as revised by this filing, effective May 8, 2024.³

¹ CAISO Rate Schedule No. 104. Accepted by Commission letter order issued on April 16, 2018 in Docket No. ER18-862-000.

² The CAISO submits this filing pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d, and Part 35 of the Commission’s regulations, 18 C.F.R. Part 35. Capitalized terms not otherwise defined herein have the meanings set forth in the CAISO Tariff and the Planning Coordinator Agreement.

³ As it did in the initial submittal of the Planning Coordinator Agreement modified by this filing, the CAISO continues to request that the Commission maintain the confidentiality of materials contained in Attachment 1 to the Planning Coordinator Agreement regarding facilities information. In addition, the CAISO requests that the Commission maintain the confidentiality of

I. Background

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

Section 4.3 of the Planning Coordinator Agreement states in relevant part that the Planning Coordinator Agreement “shall remain in full force and effect for three (3) years from the Effective Date (‘Current Term’) or until terminated pursuant to Section 4.4 of this Agreement,” and that “[t]he Parties may mutually agree in writing to extend the term of the Agreement at any time.” Section 4.3 of the Planning Coordinator Agreement is silent as to whether a modification to the Planning Coordinator Agreement to extend the initial three-year term must be filed with the Commission.

II. The Revisions to the Planning Coordinator Agreement

Pursuant to the provisions of Section 4.3 of the Planning Coordinator Agreement included in this filing, the CAISO and SVP have mutually agreed in writing to extend the term of the Planning Coordinator Agreement three years, ending April 17, 2027. This extension is reflected in the Second Amendment to the Planning Coordinator Agreement, which contains the Revisions to the Planning Coordinator Agreement.

The Planning Coordinator Agreement with SVP has been amended twice since its initial acceptance by the Commission. The First Amendment extended the term in Section 4.3 of the Agreement another three years, ending April 17, 2024, and adjusted the maximum contract amount in Section 4.1 in response to the extended three-year term. The First Amendment also clarified that SVP will study both its BES and non-BES facilities specified in Attachment 1 to the Planning Coordinator Agreement. On March 1, 2024, the CAISO submitted for Commission filing and acceptance these revisions to the Planning Coordinator

materials contained in Attachment 4 to the Planning Coordinator Agreement regarding contact information.

Agreement with SVP.⁴ This filing was accepted by the Commission on April 25, 2024.⁵

The Second Amendment to the Planning Coordinator Agreement with SVP was executed on April 17, 2024 and extends the term another three years.⁶ The Second Amendment also contains a few additional edits necessary to support the longer term. Specifically, Section 4.1.1 reflects further adjustments to the maximum contract amount in response to the extended term.⁷

Pursuant to the extension of the three-year term described above, the CAISO has continued to provide Planning Coordinator services to SVP, and the methodology for calculating the rates under the Planning Coordinator Agreement has not changed.⁸ Thus, the fact that the CAISO did not file the Revisions at the time the CAISO and SVP reached mutual agreement pursuant to Section 4.3 has had no practical impact on the CAISO or SVP.

III. Effective Date and Request for Waiver of Notice Requirement

The CAISO requests that the Commission accept the amended Planning Coordinator Agreement included in this filing, which incorporates the Revisions, effective May 8, 2024. To permit this effective date, the CAISO respectfully

⁴ Docket No. ER24-1395.

⁵ Letter order accepting *Cal. Indep. Sys. Operator Corp.*'s Mar 4, 2024 filing of revised Planning Coordinator Agreements individually with the City and County of San Francisco; et al., issued April 25, 2024 in docket no. ER24-1395.

⁶ At the time the Second Amendment to the Planning Coordinator Agreement was executed, the prior revisions created by the First Amendment were still pending Commission acceptance in Docket No. ER24-1395. To ensure consistent treatment of the First and Second Amendments, the CAISO waited to file these Revisions to the Planning Coordinator Agreement until the Commission issued its letter order on April 25, 2024, accepting the revisions made by the First Amendment. Once that order was issued, the CAISO promptly filed these Revisions made by the Second Amendment, thereby avoiding any confusion or inconsistency that may have occurred by having two separate amendments to the same agreement pending before the Commission at the same time and in separate filings.

⁷ In addition to the Revisions discussed above, the Second Amendment also includes non-material updates to information in the Attachments to the Agreement. These changes include updates to the applicable Reliability Standards (Attachment 2), the CAISO's Cost of Service Study (which is updated every three years) (Attachment 3), and the parties' contact information (Attachment 4), none of which affect the substantive provisions of the Planning Coordinator Agreement.

⁸ Section 4.4 of the Planning Coordinator Agreement specifies procedures for terminating the Planning Coordinator Agreement. The CAISO and SVP have not taken any steps to terminate the Planning Coordinator Agreement, have continued to perform under the Planning Coordinator Agreement without interruption, and will continue to do so unless the Commission directs otherwise in response to this submission.

requests waiver of the Commission's notice requirement.⁹ Good cause exists to grant the requested waiver because the CAISO and SVP already have agreed to all of the Revisions, and the modifications do not modify any of the rates under the Planning Coordinator Agreement, which remain unchanged and in effect. Therefore, the Commission should accept the Revisions to the Planning Coordinator Agreement effective May 8, 2024.

IV. Continued Request for Confidential Treatment

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

In addition, pursuant to 18 C.F.R. Section 388.112, the CAISO requests Privileged treatment for the information contained in Attachment 4 to the revised Planning Coordinator Agreement. The CAISO requests that the Commission provide the CAISO with notice of any FOIA requests and the opportunity to participate in any proceeding initiated to determine whether the Commission should direct disclosure of the aforementioned information.¹⁰

V. Service

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

⁹ Specifically, the CAISO requests waiver, pursuant to Section 35.11 of the Commission's regulations (18 C.F.R. § 35.11), of the 60-day notice requirement set forth in Section 35.3(a)(1) of the Commission's regulations (18 C.F.R. § 35.3(a)(1)).

¹⁰ In accordance with 18 C.F.R. Section 388.112(b), the CAISO provides a form of protective order in Attachment C to this filing.

VI. Correspondence

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

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

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

VII. Contents of Filing

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

Attachment A-1	Public – Clean RS 104 as revised by this amendment
Attachment A-2	Public – Marked RS 104 as revised by this amendment
Attachment A-3	CEII – Attachment 1 Diagrams
Attachment A-4	Privileged – Clean Attachment 4 as revised by this amendment
Attachment A-5	Privileged – Marked Attachment 4 as revised by this amendment
Attachment B-1	Public – Executed Amendment
Attachment B-2	Privileged – Executed Amendment
Attachment C	Form of Protective Order

VIII. Conclusion

For the reasons set forth in this filing, the CAISO respectfully requests that the Commission accept the revised Planning Coordinator Agreement contained in this filing, effective May 8, 2024.

Respectfully submitted,

By: /s/ John E. Spomer

Roger E. Collanton

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*Attorneys for the California Independent
System Operator Corporation*

Attachment A-1 – Clean RS 104
Amendment to Planning Coordinator Agreement
Between
Silicon Valley Power
And
California Independent System Operator Corporation
May 7, 2024

PLANNING COORDINATOR AGREEMENT

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

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

PLANNING COORDINATOR AGREEMENT

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

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

and

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

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

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

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

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

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

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

ARTICLE III PROCEDURES AND COMPLIANCE

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

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

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

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

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

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

3.6 Compliance.

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

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

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

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment

4.1.1 Annual Service Fee. SVP will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of \$51,000 during the Second Revised Current Term of the Agreement.

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

The Annual Fee will be based on the number of SVP BES Facilities and SVP non-BES Facilities covered by this Agreement multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit as identified in Attachment 1.

The TPP cost per transmission circuit will be based on the CAISO’s most recently published Cost-of-Service Study and the total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the Annual Fee is set forth in Attachment 3. Subsequent Annual Fees will be calculated in the same manner using data from the most recently published CAISO Cost-of-Service Study. Should there be a change in the number of BES transmission circuits owned by SVP, SVP and the CAISO will revise Attachment 3 by mutual agreement in writing pursuant to Section 4.18.

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

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

Agreement. Payment shall be made by SVP to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality

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

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

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information: (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or (b) had been

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

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

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

4.4 Termination

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

4.4.2 Termination by SVP. SVP may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination

with FERC within thirty (30) days of receipt of SVP's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

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

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

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

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

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

4.7 Liability.

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

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

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

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

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

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

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

enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

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

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

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

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

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

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

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

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

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

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

Attachment 1
SVP System One-Line Diagram
CONFIDENTIAL
(See Agreement Section 2.2(b))

Five SVP Circuits Applicable to PC Agreement:

BES elements

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

Non-BES elements¹

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

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

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

Attachment 2
CAISO and SVP Coordination
(See Agreement Section 3.1)

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the SVP facilities, and provide, for illustrative purposes only, a description of how CAISO and SVP anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SVP-Operated BES Facilities. CAISO and SVP also anticipate coordinating with each other with regard to Reliability Standards that will become applicable during the term of this Second Amendment, as appropriate. Notwithstanding this Attachment 2, Parties agree that the SVP facilities shall comply with the CAISO's most current Reliability Standard enforceable at any given date. Parties further agree that the procedures used to comply with applicable standards for the SVP-Operated BES Facilities will mirror those contemporaneously utilized to comply with applicable standards for the CAISO-Operated BES Facilities. No separate procedure will be required.

1. Facility Interconnection Studies

Applicable standards: FAC-002-2

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

2. Transmission Planning

Applicable standards: TPL-001-5.1, TPL-007-4, WECC Regional Criteria TLP-001-WECC-CRT-4.0; WECC BES Inclusion Guideline.

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

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

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

Applicable standards: FAC-014-3

RC West documents its FAC-014-3 SOL Methodology for Planning Coordinators and Transmission Planners in their RC Area to base their criteria in performing planning assessments in the Near-Term planning horizon. SVP will include facility ratings for its BES Facilities when providing its annual base case models to the CAISO either directly, or indirectly through Pacific Gas & Electric (“PG&E”).

4. Modeling, Data, and Analysis

Applicable standards: MOD-031-3; MOD-032-1; MOD-033-2

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

SVP will provide to CAISO SVP’s transmission system load and modeling data pursuant to the requirements of MOD-032-1 and the WECC Data Preparation Manual and CEC data collection requirements. Information regarding MOD-031-3 and MOD-033-2 will be provided upon request from the CAISO, and the information regarding MOD-032-1 will be provided in the annual base case development process. The CAISO will include this data in its documentation for its Planning Coordinator Area and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the SVP transmission system load and modeling data and models provided by SVP as needed to meet its obligations under MOD-031-3, MOD-032-1, and MOD-033-2. SVP currently has 8 MW of contractually interruptible demand (one customer) on the SVP system. There is currently no Direct Control Load Management (DCLM) load data on the SVP system.

5. Underfrequency Load Shedding (UFLS)

Applicable standards and regional criteria: PRC-006-5, WECC Regional Criteria PRC-006-WECC-CRT-4, and the NERC Standard PRC-006-5 WECC Regional Variance.

SVP will provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-5 WECC Regional Variance, the WECC Regional Criteria PRC-006-WECC-CRT-4, and PRC-006-5 WECC Regional Variance.

6. Transmission Relay Loadability

Applicable standard: PRC-023-6

CAISO will use PSLF base case data provided by SVP under MOD-032 to run the transmission planning assessments as well as the PRC-023 assessment. This data includes the SVP BES Facilities and the SVP Non-BES Facilities covered by this Second Amendment.

For specialty data required by the PRC-023 standard, not found in the PSLF base case, the CAISO will use its Transmission Register where SVP will maintain such data on its non-PTO facilities. If such data is not available in the Transmission Register and within 2 business days of a request, SVP will provide facilities information needed by CAISO to perform its PRC-023-6 R6 evaluations.

The CAISO will assist SVP in obtaining access to the CAISO's Transmission Register.

7. Additional Protection and Control (PRC) Standards

Applicable standards: PRC-010-2; PRC-026-2 R1, PRC-012-2

- PRC-010-2 Undervoltage Load Shedding (UVLS);
- PRC-026-2 R1 Relay Performance During Stable Power Swings;
- PRC-012-2 Remedial Action Schemes (RAS), if applicable.

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

The purpose of PRC-026-2 is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. If, pursuant to PRC-026-2 R1 Criterion 4, the CAISO notifies SVP of an Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance, SVP will perform its compliance obligations as a GO and TO subject to PRC-026-2, requirements R2-R4. If any of R1 Criterion 1 – 4 are identified by CAISO as the

Planning Coordinator, the CAISO would notify SVP. SVP would perform its compliance obligations as a GO and TO subject to PRC-026-2 R2-R4.

PRC-012-2 R4 is currently not applicable to SVP since SVP does not own any RAS. If this should change in the future, CAISO will perform RAS evaluations in accordance with the five year review cycle required by the standard.

8. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 & R4

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

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

9. Nuclear

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

10. Cyber Security Standards

Applicable Standards:

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

- and possibly CIP-014-3 R2 Physical Security (**only if** the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1).

Attachment 3

Calculation of Annual Service Fee for April 17, 2024 through April 16, 2025

(See Agreement Section 4.1.1)



Long Term Transmission Planning Cost Calculation

Reference Documents

2023 Cost of Service Study and 2024 GMC Update

<http://www.caiso.com/InitiativeDocuments/Revised-Draft-Final-2023-Cost-of-Service-Study-and-2024-2026-Grid-Management-Charge-Update.pdf>

Note: The 2023 Cost-of-Service study analyzed the 2024 through 2026 revenue requirements under two scenarios. The first scenario assumed pre-Extended Day Ahead Market (EDAM); this scenario impacts the 2024 revenue requirement. While the second scenario assumes EDAM and it impacts the 2025 and 2026 revenue requirements. The 2023 Cost-of-Service study and the resulting changes were approved by FERC on 12/21/2023.

For additional information, visit <https://www.caiso.com/Documents/Dec-21-2023-LetterOrderAccepting-Grid-Management-Cost-Cost-of-Service-Study-Tariff-Amendment-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula	
Allocation of Direct Costs (ABC Level 2 Activities)												
<u>Develop Infrastructure</u>	<u>80001</u>	<u>Cost Category Percentage Allocation</u>										
Develop and Monitor Regulatory Contract Procedures	201	95%			5%		\$ 1,237	0%	\$ -			
Manage Generator Interconnection Agreements	202		100%				\$ 419	0%	-			
Manage Generator Interconnection Process	203		100%				\$ 4,190	0%	-			
Manage Long Term Transmission Planning	204		100%				\$ 5,985	50%	2,993			
Manage New Transmission Resources	205		95%		5%		\$ 693	0%	-			
Manage Transmission Maintenance Standards	206		100%				\$ 328	0%	-			
Manage Load Resource Data	207		100%				\$ 308	0%	-			
Seasonal Assessment	208		100%				\$ 261	0%	-			
Manage Queue Management	209		100%				\$ 605	0%	-			
							Total LTPP Direct Costs		\$ 2,993	(1)	(= 55,985 x factor of 50%)	
Allocation of Indirect Costs												
Total Direct Net System Operations Costs (before allocation of indirect costs)									\$ 61,184	(2)		
Percentage of LTPP costs to ABC level 2 Direct Costs									4.89%	(3)	= (1) / (2)	
Total System Operations Indirect Dollars Allocated									\$ 45,715	(4)		
							Total LTPP Indirect Costs		\$ 2,236	(5)	= (3) * (4)	
							Total Long Term Transmission Planning Costs		\$ 5,228	(6)	= (1) + (5)	
Annual Planning Coordinator Service Charge Calculation												
Total number of transmission circuits (as of Feb. 2024)									1,581	(7)		
LTPP cost per transmission circuit									\$ 3.31	(8)	= (6) / (7)	
Total number of transmission circuits in City of Santa Clara, dba Silicon Valley Power's system									5	(9)		
							Annual Planning Coordinator Service Charge (\$ in 1000s)		\$ 16,535	(10)	= (8) * (9)	



Long Term Transmission Planning Cost Calculation

Reference Documents

2023 Cost of Service Study and 2025-2026 GMC Update

<http://www.caiso.com/InitiativeDocuments/Revised-Draft-Final-2023-Cost-of-Service-Study-and-2024-2026-Grid-Management-Charge-Update.pdf>

Note: The 2023 Cost-of-Service study analyzed the 2024 through 2026 revenue requirements under two scenarios. The first scenario assumed pre-Extended Day Ahead Market (EDAM); this scenario impacts the 2024 revenue requirement. While the second scenario assumes EDAM and it impacts the 2025 and 2026 revenue requirements. The 2023 Cost-of-Service study and the resulting changes were approved by FERC on 12/21/2023.

For additional information, visit <https://www.caiso.com/Documents/Dec21-2023-LetterOrderAccepting-GridManagementCost-CostofServiceStudy-TariffAmendment-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	System Operations			Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
		Market Services	BAA Services	CRR Services							

Allocation of Direct Costs (ABC Level 2 Activities)

Component	Code	Market Services	BAA Services	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Develop Infrastructure											
<u>80001</u> Cost Category Percentage Allocation											
Develop and Monitor Regulatory Contract Procedures	201	95%			5%		\$ 1,237	0%	\$ -		
Manage Generator Interconnection Agreements	202		100%				\$ 419	0%	-		
Manage Generator Interconnection Process	203		100%				\$ 4,190	0%	-		
Manage Long Term Transmission Planning	204		100%				\$ 5,985	50%	2,993		
Manage New Transmission Resources	205		95%		5%		\$ 693	0%	-		
Manage Transmission Maintenance Standards	206		100%				\$ 328	0%	-		
Manage Load Resource Data	207		100%				\$ 308	0%	-		
Seasonal Assessment	208		100%				\$ 261	0%	-		
Manage Queue Management	209		100%				\$ 605	0%	-		
Total LTPP Direct Costs								\$ 2,993		(1)	(= \$5,985 x factor of 50%)

Allocation of Indirect Costs

Total Direct Net System Operations Costs (before allocation of indirect costs)								\$ 35,100	(2)		
Percentage of LTPP costs to ABC level 2 Direct Costs								8.53%	(3)		= (1) / (2)
Total System Operations Indirect Dollars Allocated								\$ 28,131	(4)		
Total LTPP Indirect Costs								\$ 2,398		(5)	= (3) * (4)
Total Long Term Transmission Planning Costs								\$ 5,391		(6)	= (1) + (5)

Annual Planning Coordinator Service Charge Calculation

Total number of transmission circuits (as of Feb. 2024)								1,581	(7)		
LTPP cost per transmission circuit								\$ 3.41	(8)		= (6) / (7)
Total number of transmission circuits in City of Santa Clara, dba Silicon Valley Power's system								5	(9)		
Annual Planning Coordinator Service Charge (\$ in 1000s)								\$ 17,049		(10)	= (8) * (9)

Attachment 4**Notices**

(See Agreement Sections 4.1.3 and 4.11)

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment A-2 – Marked RS 104
Amendment to Planning Coordinator Agreement
Between
Silicon Valley Power
And
California Independent System Operator Corporation
May 7, 2024

PLANNING COORDINATOR AGREEMENT

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

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

PLANNING COORDINATOR AGREEMENT

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

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

and

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

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

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

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

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

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

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

ARTICLE III PROCEDURES AND COMPLIANCE

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

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

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

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

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

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

3.6 Compliance.

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

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

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

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment

4.1.1 Annual Service Fee. SVP will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of ~~\$5165,000~~ during the ~~First~~ Second Revised Current Term of the Agreement.

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

The ~~Annual service Fee~~ will be based on the number of SVP BES Facilities and SVP non-BES Facilities covered by this Agreement multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit as identified in Attachment 1.

The TPP cost per transmission circuit will be based on the CAISO’s most recently published Cost-of-Service Study annual budget and Grid Management Charge Rates as amended from time to time and the total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the ~~Annual service Fee for each year of the First Revised Current Term~~ is set forth in Attachment 3. Subsequent ~~Annual service Fees~~ will be calculated in the same manner using data from the most recently published CAISO California ISO Grid Management Charge Update Cost-of-Service Study. Should there be a change in the number of BES transmission circuits owned by SVP, SVP and the CAISO will revise Attachment 3 by mutual agreement in writing pursuant to Section 4.18.

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

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be in a form acceptable to SVP and include a unique invoice number. SVP will provide

CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by SVP to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality

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

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

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

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

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

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

4.4 Termination

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

4.4.2 Termination by SVP. SVP may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the

request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of SVP's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

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

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

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

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

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

4.7 Liability.

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

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

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

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

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

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

4.12 Waivers. Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this

Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

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

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

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

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

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

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

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

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

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

California Independent System Operator Corporation:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

Attachment 1
SVP System One-Line Diagram
CONFIDENTIAL
([See Agreement](#) Section 2.2(b))

Five SVP Circuits Applicable to PC Agreement:

BES elements

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

Non-BES elements¹

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

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

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

Attachment 2
CAISO and SVP Coordination
(See Agreement Section 3.1)

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the SVP facilities, and provide, for illustrative purposes only, a description of how CAISO and SVP anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SVP-Operated BES Facilities. CAISO and SVP also anticipate coordinating with each other with regard to Reliability Standards that will become applicable during the term of this Second Amendment, as appropriate. Notwithstanding this Attachment 2, Parties agree that the SVP facilities shall comply with the CAISO's most current Reliability Standard enforceable at any given date. Parties further agree that the procedures used to comply with applicable standards for the SVP-Operated BES Facilities will mirror those contemporaneously utilized to comply with applicable standards for the CAISO-Operated BES Facilities. No separate procedure will be required.

1. Facility Interconnections Studies

Applicable standards: FAC-002-2

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

2. Transmission Planning

Applicable standards: TPL-001-5.1, TPL-007-4, TPL-001-4; TPL-007-3 (through 9/30/2020); TPL-007-4 (effective date starting 10/1/2020 for R1, R2, R5, R9, and with other requirements having later effective dates, spanning from 7/1/2021 through 1/1/2024); WECC Regional Criteria TLP-001-WECC-CRT-43.02; WECC BES Inclusion Guideline, and TPL-001-5 (with a 7/1/2023 effective date).

SVP will participate in the CAISO TPP. SVP will submit to the CAISO the information about the SVP system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with SVP's

responsibility to meet Reliability Standards applicable to a Transmission Planner or Transmission Owner, SVP has the final responsibility and authority over implementing corrective actions, modifications or changes to its facilities.

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

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

Applicable standards: ~~FAC-010-3, FAC-014-32~~

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

4. Modeling, Data, and Analysis

Applicable standards: MOD-031-~~32~~; MOD-032-1; MOD-033-~~24~~

MOD-031-~~32~~ Demand and Energy Data;
MOD-032-1 Data for Power System Modeling and Analysis;
MOD-033-~~24~~ Steady-State and Dynamic System Model Validation

SVP will provide to CAISO SVP’s transmission system load data and modeling data pursuant to the requirements of MOD-032-1 and the WECC Data Preparation Manual and CEC data collection requirements. Information regarding MOD-031-~~23~~ and MOD-033-~~24~~ will be provided upon request from the CAISO, and the information regarding MOD-032-1 will be provided in the annual base case development process. The CAISO will include this data in its documentation for its Planning Coordinator Area and/or Balancing Authority Area, developed consistent with the NERC MOD

Standards, the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the SVP transmission system load and modeling data and models provided by SVP as needed to meet its obligations under MOD-031-~~32~~, MOD-032-1, and MOD-033-~~24~~. SVP currently has ~~810~~ MW of contractually interruptible demand (one customer) on the SVP system. There is currently no Direct Control Load Management (DCLM) load data on the SVP system.

5. Underfrequency Load Shedding (UFLS)

Applicable standards and regional criteria: PRC-006-~~53~~, WECC Regional Criteria PRC-006-WECC-CRT-~~43.1~~, and the NERC Standard PRC-006-5 WECC Regional Variance ~~(when it becomes effective)~~.

SVP will provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-~~53~~ WECC Regional Variance, the WECC Regional Criteria PRC-006-WECC-CRT-~~43.1~~, and ~~ultimately the~~ PRC-006-5 WECC Regional Variance.

6. Transmission Relay Loadability

Applicable standard: PRC-023-~~64~~

CAISO will ~~use PSLF base case data provided by~~ include the SVP under MOD-032 to run the transmission planning assessments as well as the PRC-023 assessment. This data includes the SVP BES Facilities and the SVP Non-BES Facilities covered by this Second Amendment.

For specialty data required by the PRC-023 standard, not found in the PSLF base case, the CAISO will use -Agreement in its Transmission Register where SVP as non-PTO facilities and will maintain such data on its non-PTO include such facilities in its determination of assessments required under PRC-023-4 R6. If such data is not available in the Transmission Register and within 2 business days of a request ~~Upon request~~, SVP will provide facilities information needed by CAISO to perform its PRC-023-~~64~~ R6 evaluations.

The CAISO will assist SVP in obtaining access to the CAISO's Transmission Register.

7. Additional Protection and Control (PRC) Standards

Applicable standards: PRC-010-2; PRC-026-~~24~~ R1 ~~(1/1/2018)~~, PRC-012-2 ~~(1/1/2021)~~

- PRC-010-2 Under ~~voltage~~ Voltage Load Shedding (UVLS) ~~(4/2/2017)~~, ~~if applicable~~;

- PRC-026-~~24~~ R1 (~~1/1/2018~~) Relay Performance During Stable Power Swings;
- PRC-012-2 Remedial Action Schemes (RAS) (~~1/1/2021 Effective Date~~), if applicable.

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

The purpose of PRC-026-~~24~~ is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. If, pursuant to PRC-026-~~24~~ R1 Criterion 4, the CAISO notifies SVP of an Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance, SVP will perform its compliance obligations as a GO and TO subject to PRC-026-~~24~~, requirements R2-R4. If any of R1 Criterion 1 – 4 are identified by CAISO as the Planning Coordinator, the CAISO would notify SVP. SVP would perform its compliance obligations as a GO and TO subject to PRC-026-~~24~~ R2-R4.

~~With respect to PRC-012-2 R4 is currently not applicable to SVP since SVP does not own any RAS. If this should change in the future, CAISO will perform RAS evaluations in accordance with the five year review cycle required by the standard. , the CAISO began its R4 RAS evaluation in 2020 with TO/TP input. The R4 RAS evaluation will be performed over the allowed five year period. CAISO will provide year-end results of the RAS evaluation to each TO/TP who own RAS which have been evaluated during the year.~~

8. Outage Coordination

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

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

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

9. Nuclear

NUC-001-~~43~~ is applicable to the CAISO as a Planning Coordinator and to its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the CAISO Controlled Grid. NUC-001-~~43~~ is not applicable to SVP, as SVP does not have any nuclear facilities.

10. Cyber Security Standards

Applicable Standards:

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

- |
- and possibly CIP-014-~~32~~ R2 Physical Security (**only if** the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner’s risk assessment performed in R1).

Attachment 3

Calculation of Annual Service Fee for 2024 April 17, 2024 through April 16, 2025
 (See Agreement Section 4.1.1)



Long Term Transmission Planning Cost Calculation

Reference Documents
 2019 Cost of Service Study and 2023 GMC Update
http://www.caiso.com/informed/Pages/01_Ask/Market/Processes/To/Net-Cost/Management/Charges.aspx

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

Component	Code	Market Services	System Operations	Reliability	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier
Allocation of Direct Costs (ABC Level 2 Activities)									
Develop Infrastructure									
Develop & Monitor Regulatory Contract Procedures	201	95%		3%		\$ 644	0%	\$ -	
Manage Generator Interconnection Agreements (GIA)	202		100%			\$ 329	0%	-	
Manage Generator Interconnection Process (GIP)	203		100%			\$ 2,700	0%	-	
Manage Long Term Transmission Planning	204		100%			\$ 4,618	50%	2,309	
Manage Transmission and Resource Implementation	205		100%			\$ 885	0%	-	
Manage Transmission Maintenance Standards	206		100%			\$ 514	0%	-	
NERC/WECC Loads & Resources Data Requests	207		100%			\$ 247	0%	-	
Seasonal Assessment	208		100%			\$ 284	0%	-	
Manage Queue	209		100%			\$ 788	0%	-	
Manage Annual Delivery Assessment	210		100%			\$ 1	0%	-	
						Total LTPP Direct Costs		\$ 3,308	(1)
<i>Note: Information pulled from the 2019 Cost of Service Study</i>									
Allocation of Indirect Costs									
Total Direct Net System Operations Costs (before allocation of indirect costs)								\$ 43,934	(2)
Percentage of LTPP costs to ABC level 2 Direct Costs								7.52%	(3)
Total System Operations Indirect Dollars Allocated								\$ 44,110	(4)
						Total LTPP Indirect Costs		\$ 3,323	(5)
Total Long Term Transmission Planning Costs								\$ 6,632	(6)
<i>Note: Information pulled from the 2019 Cost of Service Study Work Papers (page 1)</i>									
Annual Planning Coordinator Service Charge Calculation									
Total number of transmission circuits in ISO 2019 Transmission Plan								1,571	(7)
LTPP cost per transmission circuit in ISO 2019 Transmission Plan								\$ 4.22	(8)
Total number of transmission circuits in Silicon Valley Power's system								1	(9)
Annual Planning Coordinator Service Charge (\$ in 1000s)								\$ 21,107	(10)



Long Term Transmission Planning Cost Calculation

Reference Documents

2023 Cost of Service Study and 2024 GMC Update

<http://www.caiso.com/InitiativeDocuments/Revised-Draft-Final-2023-Cost-of-Service-Study-and-2024-2026-Grid-Management-Charge-Update.pdf>

Note: The 2023 Cost-of-Service study analyzed the 2024 through 2026 revenue requirements under two scenarios. The first scenario assumed pre-Extended Day Ahead Market (EDAM); this scenario impacts the 2024 revenue requirement. While the second scenario assumes EDAM and it impacts the 2025 and 2026 revenue requirements. The 2023 Cost-of-Service study and the resulting changes were approved by FERC on 12/21/2023.

For additional information, visit <https://www.caiso.com/Documents/Dec-21-2023-LetterOrderAccepting-Grid-Management-Cost-Cost-of-Service-Study-Tariff-Amendment-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
<u>Develop Infrastructure</u>	<u>80001</u>	<u>Cost Category Percentage Allocation</u>									
Develop and Monitor Regulatory Contract Procedures	201	95%			5%		\$ 1,237	0%	\$ -		
Manage Generator Interconnection Agreements	202		100%				\$ 419	0%	-		
Manage Generator Interconnection Process	203		100%				\$ 4,190	0%	-		
Manage Long Term Transmission Planning	204		100%				\$ 5,985	50%	2,993		
Manage New Transmission Resources	205		95%		5%		\$ 693	0%	-		
Manage Transmission Maintenance Standards	206		100%				\$ 328	0%	-		
Manage Load Resource Data	207		100%				\$ 308	0%	-		
Seasonal Assessment	208		100%				\$ 261	0%	-		
Manage Queue Management	209		100%				\$ 605	0%	-		
Total LTPP Direct Costs									\$ 2,993	(1)	(= 55,985 x factor of 50%)
Allocation of Indirect Costs											
Total Direct Net System Operations Costs (before allocation of indirect costs)									\$ 61,184	(2)	
Percentage of LTPP costs to ABC level 2 Direct Costs									4.89%	(3)	= (1) / (2)
Total System Operations Indirect Dollars Allocated									\$ 45,715	(4)	
Total LTPP Indirect Costs									\$ 2,236	(5)	= (3) * (4)
Total Long Term Transmission Planning Costs									\$ 5,228	(6)	= (1) + (5)
Annual Planning Coordinator Service Charge Calculation											
Total number of transmission circuits (as of Feb. 2024)									1,581	(7)	
LTPP cost per transmission circuit									\$ 3.31	(8)	= (6) / (7)
Total number of transmission circuits in City of Santa Clara, dba Silicon Valley Power's system									5	(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)									\$ 16,535	(10)	= (8) * (9)



Long Term Transmission Planning Cost Calculation

Reference Documents

2023 Cost of Service Study and 2025-2026 GMC Update

<http://www.caiso.com/InitiativeDocuments/Revised-Draft-Final-2023-Cost-of-Service-Study-and-2024-2026-Grid-Management-Charge-Update.pdf>

Note: The 2023 Cost-of-Service study analyzed the 2024 through 2026 revenue requirements under two scenarios. The first scenario assumed pre-Extended Day Ahead Market (EDAM); this scenario impacts the 2024 revenue requirement. While the second scenario assumes EDAM and it impacts the 2025 and 2026 revenue requirements. The 2023 Cost-of-Service study and the resulting changes were approved by FERC on 12/21/2023.

For additional information, visit <https://www.caiso.com/Documents/Dec21-2023-LetterOrderAccepting-GridManagementCost-CostofServiceStudy-TariffAmendment-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	System Operations			Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
		Market Services	BAA Services	CRR Services							
Allocation of Direct Costs (ABC Level 2 Activities)											
<u>Develop Infrastructure</u>	<u>80001</u>	<u>Cost Category Percentage Allocation</u>									
Develop and Monitor Regulatory Contract Procedures	201	95%			5%	\$ 1,237	0%	\$ -			
Manage Generator Interconnection Agreements	202		100%			\$ 419	0%	-			
Manage Generator Interconnection Process	203		100%			\$ 4,190	0%	-			
Manage Long Term Transmission Planning	204		100%			\$ 5,985	50%	2,993			
Manage New Transmission Resources	205		95%		5%	\$ 693	0%	-			
Manage Transmission Maintenance Standards	206		100%			\$ 328	0%	-			
Manage Load Resource Data	207		100%			\$ 308	0%	-			
Seasonal Assessment	208		100%			\$ 261	0%	-			
Manage Queue Management	209		100%			\$ 605	0%	-			
Total LTPP Direct Costs								\$ 2,993		(1)	(= \$5,985 x factor of 50%)
Allocation of Indirect Costs											
Total Direct Net System Operations Costs (before allocation of indirect costs)								\$ 35,100		(2)	
Percentage of LTPP costs to ABC level 2 Direct Costs								8.53%		(3)	= (1) / (2)
Total System Operations Indirect Dollars Allocated								\$ 28,131		(4)	
Total LTPP Indirect Costs								\$ 2,398		(5)	= (3) * (4)
Total Long Term Transmission Planning Costs								\$ 5,391		(6)	= (1) + (5)
Annual Planning Coordinator Service Charge Calculation											
Total number of transmission circuits (as of Feb. 2024)								1,581		(7)	
LTPP cost per transmission circuit								\$ 3.41		(8)	= (6) / (7)
Total number of transmission circuits in City of Santa Clara, dba Silicon Valley Power's system								5		(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)								\$ 17,049		(10)	= (8) * (9)

Attachment 4**Notices**

(See Agreement Sections 4.1.3, and 4.11)

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment A-3 – Attachment 1 Diagrams (CEII)
Amendment to Planning Coordinator Agreement
Between
Silicon Valley Power
And
California Independent System Operator Corporation
May 7, 2024

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

Attachment A-4 – Clean Attachment 4 (Privileged)

Amendment to Planning Coordinator Agreement

Between

Silicon Valley Power

And

California Independent System Operator Corporation

May 7, 2024

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

Attachment A-5 – Marked Attachment 4 (Privileged)

Amendment to Planning Coordinator Agreement

Between

Silicon Valley Power

And

California Independent System Operator Corporation

May 7, 2024

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

Attachment B-1 – Executed Amendment (Public)

Planning Coordinator Agreement

Between

Silicon Valley Power

And

California Independent System Operator Corporation

May 7, 2024

**SECOND AMENDMENT TO THE
PLANNING COORDINATOR AGREEMENT BETWEEN
CITY OF SANTA CLARA, dba SILICON VALLEY POWER
AND
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

1. Parties

The Parties to this Second Amendment to the Planning Coordinator Agreement (“Second Amendment”) are Silicon Valley Power (“SVP”) and the California Independent System Operator Corporation (“CAISO”), each of which is referred to individually as a “Party” and which are collectively referred to as the “Parties”.

2. Recitals

This Second Amendment is made with reference to the following facts:

Whereas, SVP and CAISO are Parties to the Planning Coordinator Agreement (“Agreement”) dated December 13, 2017;

Whereas, the CAISO submitted the Agreement for filing with the Federal Energy Regulatory Commission (“FERC”) on February 15, 2018 in Docket No. ER18-862;

Whereas, FERC accepted the filing of the Agreement on April 16, 2018 with an effective date of April 17, 2018;

Whereas, the initial three-year term of the Agreement ended on April 17, 2021; thereafter, the Parties executed the First Amendment to the Planning Coordinator Agreement on April 17, 2021 to extend the term of the Agreement for another three years, ending April 17, 2024, and updated the Attachments;

Whereas, the Parties desire to extend the term of the Agreement for another three years, beginning April 17, 2024 and ending April 17, 2027 (“Second Revised Term”); and

Whereas, this Second Amendment to the Planning Coordinator Agreement is necessary to extend the term, update the amount of the Planning Coordinator Annual Fee according to the latest CAISO Cost-of-Service Study, and update Attachments 2, 3 and 4 to the Agreement.

Now, therefore, in consideration of the premises and the mutual covenants contained herein, SVP and CAISO desire to affect this Second Amendment for

the provision of services in accordance with the terms and conditions provided herein.

Amendment

The Parties agree to amend the Agreement as follows:

3. Service Fee, Section 4.1.1

3.1 Section 4.1.1 is hereby amended in its entirety to read as follows:

“4.1.1 Annual Service Fee. SVP will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of \$51,000 during the Second Revised Term of the Agreement.

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

The Annual Fee will be based on the number of SVP BES Facilities and SVP non-BES Facilities covered by this Agreement multiplied by CAISO’s long term transmission planning process (“TPP”) cost per transmission circuit as identified in Attachment 1.

The TPP cost per transmission circuit will be based on the CAISO’s most recently published Cost-of-Service Study and the total number of circuits owned by the PTOs included in CAISO’s most current transmission plan. The calculation of the Annual Fee is set forth in Attachment 3. Subsequent Annual Fees will be calculated in the same manner using data from the most recently published CAISO Cost-of-Service Study. Should there be a change in the number of BES transmission circuits owned by SVP, SVP and the CAISO will revise Attachment 3 by mutual agreement in writing pursuant to Section 4.18.”

4. Effective Date

This Second Amendment shall be effective as of the later of (1) its execution by the Parties; or (2) the date accepted for filing and made effective by FERC. Consistent with Section 4.3 of the Agreement, the Parties mutually agree to extend the Agreement according to the Second Revised Term, unless terminated pursuant to Section 4.4 of the Agreement.”

5. Attachments

As provided for in Section 4.18 of the Agreement, the Parties hereby mutually agree in writing to modify Attachments 1, 2, 3 and 4 as provided herein.

6. Construction

All terms and conditions of the Agreement shall remain in full force and effect except where expressly amended by this Second Amendment, and the Parties hereto expressly agree to be bound by those terms. In the event of a conflict between the terms and conditions of this Second Amendment and the Agreement, the corresponding terms of this Second Amendment shall govern.

7. Counterparts

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

IN WITNESS WHEREOF, the Parties have executed and entered into this Second Amendment as of the latest date written below.

California Independent System Operator Corporation:

By: DocuSigned by:
Neil Millar
9236FA183EA64FB...

Name: Neil Millar

Title: Vice President Infrastructure & Ops Planning

Date: 4/3/2024

City Of Santa Clara, California
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: DocuSigned by:
Approved by NextEra legal
5102F0C7FB204D8... 4/11/2024

DocuSigned by:
Daniel Ballin
977C8C1AE813A5B... 4/4/2024

GLEN R. GOOGINS
City Attorney

DocuSigned by:
Jovan Grogan
345090330BDD42B... 4/16/2024

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

Attachment 1
SVP System One-Line Diagram
CONFIDENTIAL
(See Agreement Section 2.2(b))

Five SVP Circuits Applicable to PC Agreement:

BES elements

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

Non-BES elements¹

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

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

Attachment 2
CAISO and SVP Coordination
(See Agreement Section 3.1)

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the SVP facilities, and provide, for illustrative purposes only, a description of how CAISO and SVP anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SVP-Operated BES Facilities. CAISO and SVP also anticipate coordinating with each other with regard to Reliability Standards that will become applicable during the term of this Second Amendment, as appropriate. Notwithstanding this Attachment 2, Parties agree that the SVP facilities shall comply with the CAISO's most current Reliability Standard enforceable at any given date. Parties further agree that the procedures used to comply with applicable standards for the SVP-Operated BES Facilities will mirror those contemporaneously utilized to comply with applicable standards for the CAISO-Operated BES Facilities. No separate procedure will be required.

1. Facility Interconnection Studies

Applicable standards: FAC-002-4

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

2. Transmission Planning

Applicable standards: TPL-001-5.1, TPL-007-4 WECC Regional Criteria TPL- 001-WECC-CRT-4.0; WECC BES Inclusion Guideline.

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

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

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

Applicable standards: FAC-014-3

RC West documents its FAC-014-3 SOL Methodology for Planning Coordinators and Transmission Planners in their RC Area to base their criteria in performing planning assessments in the Near-Term planning horizon. SVP will include facility ratings for its BES Facilities when providing its annual base case models to the CAISO either directly, or indirectly through Pacific Gas & Electric (“PG&E”).

4. Modeling, Data, and Analysis

Applicable standards: MOD-031-3; MOD-032-1; MOD-033-2

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

SVP will provide to CAISO SVP’s transmission system load and modeling data pursuant to the requirements of MOD-032-1 and the WECC Data Preparation Manual and CEC data collection requirements. Information regarding MOD-031-3 and MOD-033-2 will be provided upon request from the CAISO, and the information regarding MOD-032-1 will be provided in the annual base case development process. The CAISO will include this data in its documentation for its Planning Coordinator Area and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the SVP transmission system load and modeling data and models provided by SVP as needed to meet its obligations under MOD-031-3, MOD-032-1, and MOD-033-2. SVP currently has 8 MW of contractually interruptible demand (one customer) on the SVP system. There is currently no Direct Control Load Management (DCLM) load data on the SVP system.

5. Underfrequency Load Shedding (UFLS)

Applicable standards and regional criteria: PRC-006-5, WECC Regional Criteria PRC-006-WECC-CRT-4, and the NERC Standard PRC-006-5 WECC Regional Variance.

SVP will provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-5 WECC Regional Variance, the WECC Regional Criteria PRC-006-WECC-CRT-4, and the PRC-006-5 WECC Regional Variance.

6. Transmission Relay Loadability

Applicable standard: PRC-023-6

CAISO will use PSLF base case data provided by SVP under MOD-032 to run the transmission planning assessments as well as the PRC-023 assessment. This data includes the SVP BES Facilities and the SVP Non-BES Facilities covered by this Second Amendment.

For specialty data required by the PRC-023 standard, not found in the PSLF base case, the CAISO will use its Transmission Register where SVP will maintain such data on its non-PTO facilities. If such data is not available in the Transmission Register and within 2 business days of a request, SVP will provide facilities information needed by CAISO to perform its PRC-023-6 R6 evaluations.

The CAISO will assist SVP in obtaining access to the CAISO's Transmission Register.

7. Additional Protection and Control (PRC) Standards

Applicable standards: PRC-010-2; PRC-026-2 R1, PRC-012-2

- PRC-010-2 Undervoltage Load Shedding (UVLS);
- PRC-026-2 R1 Relay Performance During Stable Power Swings;
- PRC-012-2 Remedial Action Schemes (RAS), if applicable.

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

The purpose of PRC-026-2 is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. If, pursuant to PRC-026-2 R1 Criterion 4, the CAISO notifies SVP of an Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance, SVP will perform its compliance obligations as a GO and TO subject to PRC-026-2, requirements R2-R4. If any of R1 Criterion 1 – 4 are identified by CAISO as the Planning Coordinator, the CAISO would notify SVP. SVP would perform its compliance obligations as a GO and TO subject to PRC-026-2 R2-R4.

PRC-012-2 R4 is currently not applicable to SVP since SVP does not own any RAS. If this should change in the future, CAISO will perform RAS evaluations in accordance with the five year review cycle required by the standard.

8. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 & R4

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

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

9. Nuclear

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

10. Cyber Security Standards

Applicable Standards:

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

and possibly CIP-014-3 R2 Physical Security (**only if** the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1.)

(See Agreement Section 4.1.1)



Long Term Transmission Planning Cost Calculation

Reference Documents

2023 Cost of Service Study and 2024 GMC Update

<http://www.caiso.com/InitiativeDocuments/Revised-Draft-Final-2023-Cost-of-Service-Study-and-2024-2026-Grid-Management-Charge-Update.pdf>

Note: The 2023 Cost-of-Service study analyzed the 2024 through 2026 revenue requirements under two scenarios. The first scenario assumed pre-Extended Day Ahead Market (EDAM); this scenario impacts the 2024 revenue requirement. While the second scenario assumes EDAM and it impacts the 2025 and 2026 revenue requirements. The 2023 Cost-of-Service study and the resulting changes were approved by FERC on 12/21/2023.

For additional information, visit <https://www.caiso.com/Documents/Dec21-2023-LetterOrderAccepting-GridManagementCost-CostofServiceStudy-TariffAmendment-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

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

Develop Infrastructure

Develop and Monitor Regulatory Contract Procedures
 Manage Generator Interconnection Agreements
 Manage Generator Interconnection Process

80001

Cost Category Percentage Allocation

201	95%		5%	
202		100%		
203		100%		
204		100%		
205		95%	5%	
206		100%		
207		100%		
208		100%		
209		100%		

\$ 1,237	0%	\$ -
\$ 419	0%	-
\$ 4,190	0%	-
\$ 5,985	50%	2,993
\$ 693	0%	-
\$ 328	0%	-
\$ 308	0%	-
\$ 261	0%	-
\$ 605	0%	-
Total LTPP Direct Costs		\$ 2,993

(1) (= \$5,985 x factor of 50%)

Allocation of Indirect Costs

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

\$ 61,184 (2)
 4.89% (3) = (1) / (2)

Total System Operations Indirect Dollars Allocated

\$ 45,715 (4)

Total LTPP Indirect Costs \$ **2,236** (5) = (3) * (4)

Total Long Term Transmission Planning Costs \$ **5,228** (6) = (1) + (5)

Annual Planning Coordinator Service Charge Calculation

Total number of transmission circuits (as of Feb. 2024)
 LTPP cost per transmission circuit

1,581 (7)
 \$ 3.31 (8) = (6) / (7)

Total number of transmission circuits in City of Santa Clara, dba Silicon Valley Power's system

5 (9)

Annual Planning Coordinator Service Charge (\$ in 1000s) \$ **16.535** (10) = (8) * (9)

Calculation of Annual Service Fee for April 17, 2025 through April 16, 2027 (See Agreement Section 4.1.1)



Long Term Transmission Planning Cost Calculation

Reference Documents

2023 Cost of Service Study and 2025-2026 GMC Update

<http://www.caiso.com/InitiativeDocuments/Revised-Draft-Final-2023-Cost-of-Service-Study-and-2024-2026-Grid-Management-Charge-Update.pdf>

Note: The 2023 Cost-of-Service study analyzed the 2024 through 2026 revenue requirements under two scenarios. The first scenario assumed pre-Extended Day Ahead Market (EDAM); this scenario impacts the 2024 revenue requirement. While the second scenario assumes EDAM and it impacts the 2025 and 2026 revenue requirements. The 2023 Cost-of-Service study and the resulting changes were approved by FERC on 12/21/2023.

For additional information, visit <https://www.caiso.com/Documents/Dec21-2023-LetterOrderAccepting-GridManagementCost-CostofServiceStudy-TariffAmendment-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	System Operations			Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula	
		Market Services	BAA Services	CRR Services								
Allocation of Direct Costs (ABC Level 2 Activities)												
<u>Develop Infrastructure</u>	80001	<u>Cost Category Percentage Allocation</u>										
Develop and Monitor Regulatory Contract Procedures	201	95%			5%	\$ 1,237	0%	\$ -				
Manage Generator Interconnection Agreements	202		100%			\$ 419	0%	-				
Manage Generator Interconnection Process	203		100%			\$ 4,190	0%	-				
Manage Long Term Transmission Planning	204		100%			\$ 5,985	50%	2,993				
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Manage Transmission Maintenance Standards	206		100%			\$ 328	0%	-				
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Seasonal Assessment	208		100%			\$ 261	0%	-				
Manage Queue Management	209		100%			\$ 605	0%	-				
							Total LTPP Direct Costs	\$ 2,993		(1)	(= \$5,985 x factor of 50%)	
Allocation of Indirect Costs												
Total Direct Net System Operations Costs (before allocation of indirect costs)								\$ 35,100		(2)		
Percentage of LTPP costs to ABC level 2 Direct Costs								8.53%		(3)	= (1) / (2)	
Total System Operations Indirect Dollars Allocated								\$ 28,131		(4)		
							Total LTPP Indirect Costs	\$ 2,398		(5)	= (3) * (4)	
Total Long Term Transmission Planning Costs							\$ 5,391		(6)	= (1) + (5)		
Annual Planning Coordinator Service Charge Calculation												
Total number of transmission circuits (as of Feb. 2024)								1,581		(7)		
LTPP cost per transmission circuit								\$ 3.41		(8)	= (6) / (7)	
Total number of transmission circuits in City of Santa Clara, dba Silicon Valley Power's system								5		(9)		
Annual Planning Coordinator Service Charge (\$ in 1000s)							\$ 17.049		(10)	= (8) * (9)		

Attachment 4**Notices**

(See Agreement Sections 4.1.3 and 4.11)

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment B-2 – Executed Amendment (Privileged)

Planning Coordinator Agreement

Between

Silicon Valley Power

And

California Independent System Operator Corporation

May 7, 2024

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

Attachment C – Form of Protective Order
Amendment to Planning Coordinator Agreement
Between
Silicon Valley Power
And
California Independent System Operator Corporation
May 7, 2024

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

California Independent System)
Operator Corporation) Docket No. ER24-_____

PROTECTIVE ORDER

(Issued)

1. Participants in this proceeding(s) may exchange documents or materials that are deemed to contain Privileged Material and/or Critical Energy/Electric Infrastructure Information (CEII), as those terms are defined herein. Accordingly, IT IS ORDERED THAT this Protective Order shall govern the use of all such material produced by, or on behalf of, any Participant in the above-captioned proceeding(s).

2. The Commission’s regulations¹ and its policy governing the labelling of controlled unclassified information (CUI),² establish and distinguish the respective designations of Privileged Material and CEII. As to these designations, this Protective Order provides that a Participant:

- A. *may* designate as Privileged Material any material which customarily is treated by that Participant as commercially sensitive or proprietary or material subject to a legal privilege, which is not otherwise available to the public, and which, if disclosed, would subject that Participant or its customers to risk of competitive disadvantage or other business injury; and
- B. *must* designate as CEII, any material that meets the definition of that term as provided by 18 C.F.R. §§ 388.113(a), (c).

3. For the purposes of this Protective Order, the listed terms are defined as follows:

- A. Participant(s): As defined at 18 C.F.R. § 385.102(b).
- B. Privileged Material:³

¹ Compare 18 C.F.R. § 388.112 with 18 C.F.R. § 388.113.

² *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*, 82 Fed. Reg. 18632 (Apr. 20, 2017) (issued by Commission Apr. 14, 2017).

³ The Commission’s regulations state that “[f]or the purposes of the Commission’s filing requirements, non-CEII subject to an outstanding claim of exemption from disclosure under FOIA, . . .

- i. Material (including depositions) provided by a Participant in response to discovery requests and designated as Privileged Material by such Participant;⁴
- ii. Any information contained in or obtained from such designated material;
- iii. Any other material which is made subject to this Protective Order by the Federal Energy Regulatory Commission (Commission), any court, or other body having appropriate authority, or by agreement of the Participants (subject to approval by the relevant authority);⁵
- iv. Notes of Privileged Material (memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Privileged Material);⁶ or
- v. Copies of Privileged Material.
- vi. Privileged Material does not include:
 - a. Any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be privileged by such agency or court;
 - b. Information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order; or

will be referred to as privileged material.” 18 C.F.R. § 388.112(a). The regulations further state that “[f]or material filed in proceedings set for trial-type hearing or settlement judge proceedings, a participant’s access to material for which privileged treatment is claimed is governed by the presiding official’s protective order.” 18 C.F.R. § 388.112(b)(2)(v).

⁴ See *infra* P 11 for the procedures governing the labeling of this designation.

⁵ The Commission’s regulations state that “[a] presiding officer may, by order . . . restrict public disclosure of discoverable matter in order to . . . [p]reserve a privilege of a participant. . . .” 18 C.F.R. § 385.410(c)(3). To adjudicate such privileges, the regulations further state that “[i]n the absence of controlling Commission precedent, privileges will be determined in accordance with decisions of the Federal courts with due consideration to the Commission’s need to obtain information necessary to discharge its regulatory responsibilities.” 18 C.F.R. § 385.410(d)(1)(i).

⁶ Notes of Privileged Material are subject to the same restrictions for Privileged Material except as specifically provided in this Protective Order.

- c. Any information or document labeled as “Non-Internet Public” by a Participant, in accordance with Paragraph 30 of FERC Order No. 630.⁷
 - C. Critical Energy/Electric Infrastructure Information (CEII): As defined at 18 C.F.R. §§ 388.113(a), (c).
 - D. Non-Disclosure Certificate: The certificate attached to this Protective Order, by which Participants granted access to Privileged Material and/or CEII must certify their understanding that such access to such material is provided pursuant to the terms and restrictions of this Protective Order, and that such Participants have read the Protective Order and agree to be bound by it. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for this proceeding.
 - E. Reviewing Representative: A person who has signed a Non-Disclosure Certificate and who is:
 - i. Commission Trial Staff designated as such in this proceeding;
 - ii. An attorney who has made an appearance in this proceeding for a Participant;
 - iii. Attorneys, paralegals, and other employees associated for purposes of this case with an attorney who has made an appearance in this proceeding on behalf of a Participant;
 - iv. An expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for, submitting evidence or testifying in this proceeding;
 - v. A person designated as a Reviewing Representative by order of the Commission; or
 - vi. Employees or other representatives of Participants appearing in this proceeding with significant responsibility for this docket.
4. Privileged Material and/or CEII shall be made available under the terms of this Protective Order only to Participants and only to their Reviewing Representatives as provided in Paragraphs 6-10 of this Protective Order. The contents of Privileged Material, CEII or any other form of information that copies or discloses such materials shall not be disclosed to anyone other than in

⁷ FERC Stats. & Regs. ¶ 31,140.

accordance with this Protective Order and shall be used only in connection with this specific proceeding.

5. All Privileged Material and/or CEII must be maintained in a secure place. Access to those materials must be limited to Reviewing Representatives specifically authorized pursuant to Paragraphs 7-9 of this Protective Order.

6. Privileged Material and/or CEII must be handled by each Participant and by each Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 9 of this Protective Order. Privileged Material and/or CEII shall not be used except as necessary for the conduct of this proceeding, nor shall they (or the substance of their contents) be disclosed in any manner to any person except a Reviewing Representative who is engaged in this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Privileged Material and/or CEII, but such copies automatically become Privileged Material and/or CEII. Reviewing Representatives may make notes of Privileged Material, which shall be treated as Notes of Privileged Material if they reflect the contents of Privileged Material.

7. If a Reviewing Representative's scope of employment includes any of the activities listed under this Paragraph 7, such Reviewing Representative may not use information contained in any Privileged Material and/or CEII obtained in this proceeding for a commercial purpose (e.g. to give a Participant or competitor of any Participant a commercial advantage):

- A. Energy marketing;
- B. Direct supervision of any employee or employees whose duties include energy marketing; or
- C. The provision of consulting services to any person whose duties include energy marketing.

8. In the event that a Participant wishes to designate a person not described in Paragraph 3.E above as a Reviewing Representative, the Participant must seek agreement from the Participant providing the Privileged Material and/or CEII. If an agreement is reached, the designee shall be a Reviewing Representative pursuant to Paragraph 3.D of this Protective Order with respect to those materials. If no agreement is reached, the matter must be submitted to the Presiding Judge for resolution.

9. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Privileged Material and/or CEII pursuant to this Protective Order unless that Reviewing Representative first has executed a Non-Disclosure Certificate. However, if an attorney qualified as a Reviewing Representative has executed a Non-Disclosure Certificate, any participating paralegal, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys designated Reviewing Representatives are responsible for ensuring that persons under their supervision or

control comply with this Protective Order, and must take all reasonable precautions to ensure that Privileged Material and/or CEII are not disclosed to unauthorized persons. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for the proceeding.

10. Any Reviewing Representative may disclose Privileged Material and/or CEII to any other Reviewing Representative as long as both Reviewing Representatives have executed a Non-Disclosure Certificate. In the event any Reviewing Representative to whom Privileged Material and/or CEII are disclosed ceases to participate in this proceeding, or becomes employed or retained for a position that renders him or her ineligible to be a Reviewing Representative under Paragraph 3.D of this Protective Order, access to such materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Order and the Non-Disclosure Certificate for as long as the Protective Order is in effect.⁸

11. All Privileged Material and/or CEII in this proceeding filed with the Commission or submitted to any Commission personnel, must comply with the Commission's *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*.⁹ Consistent with those requirements:

- A. Documents that contain Privileged Material must include a top center header on each page of the document with the following text: CUI//PRIV.
- B. Documents that contain CEII must include a top center header on each page of the document with the following text: CUI//CEII.
- C. Documents that contain both Privileged Material and CEII must include a top center header on each page of the document with the following text: CUI//CEII/PRIV.
- D. The specific content on each page of the document that constitutes Privileged Material and/or CEII must also be clearly identified. For example, lines or individual words or numbers that include both Privileged Material and CEII shall be prefaced and end with "BEGIN CUI//CEII/PRIV" and "END CUI//CEII/PRIV".

12. The Secretary shall place any Privileged Material and/or CEII filed with the Commission in a non-public file. By placing such documents in a non-public file, the Commission is not making a determination concerning any claim of privilege or CEII status. The Commission

⁸ See *infra* P 21.

⁹ 82 Fed. Reg. 18632 (Apr. 20, 2017) (issued by Commission Apr. 14, 2017).

retains the right to make determinations with regard to any privilege or CEII claim, as well as the discretion to release information necessary to carry out its jurisdictional responsibilities.

13. If any Participant desires to include, utilize, or refer to Privileged Material or information derived from Privileged Material in testimony or other exhibits during the hearing in this proceeding in a manner that might require disclosure of such materials to persons other than Reviewing Representatives, that Participant first must notify both counsel for the disclosing Participant and the Commission, and identify all such Privileged Material. Thereafter, use of such Privileged Material will be governed by procedures determined by the Commission.

14. Nothing in this Protective Order shall be construed as precluding any Participant from objecting to the production or use of Privileged Material and/or CEII on any appropriate ground.

15. Nothing in this Protective Order shall preclude any Participant from requesting the Commission, or any other body having appropriate authority, to find this Protective Order should not apply to all or any materials previously designated Privileged Material pursuant to this Protective Order. The Commission, or any other body having appropriate authority may alter or amend this Protective Order as circumstances warrant at any time during the course of this proceeding.

16. Each Participant governed by this Protective Order has the right to seek changes in it as appropriate from the Commission or any other body having appropriate authority.

17. Subject to Paragraph 18, the Commission shall resolve any disputes arising under this Protective Order pertaining to Privileged Material according to the following procedures. Prior to presenting any such dispute to the Commission, the Participants to the dispute shall employ good faith best efforts to resolve it.

- A. Any Participant that contests the designation of material as Privileged Material shall notify the Participant that provided the Privileged Material by specifying in writing the material for which the designation is contested.
- B. In any challenge to the designation of material as Privileged Material, the burden of proof shall be on the Participant seeking protection. If the Commission finds that the material at issue is not entitled to the designation, the procedures of Paragraph 18 shall apply.
- C. The procedures described above shall not apply to material designated by a Participant as CEII. Material so designated shall remain subject to the provisions of this Protective Order, unless a Participant requests and obtains a determination from the Commission's CEII Coordinator that such material need not retain that designation.

18. The designator will have five (5) days in which to respond to any pleading requesting disclosure of Privileged Material. Should the Commission determine that the information should

be made public, the Commission will provide notice to the designator no less than five (5) days prior to the date on which the material will become public. This Protective Order shall automatically cease to apply to such material on the sixth (6th) calendar day after the notification is made unless the designator files a motion with the Commission with supporting affidavits, demonstrating why the material should continue to be privileged. Should such a motion be filed, the material will remain confidential until such time as the interlocutory appeal or certified question has been addressed by the Motions Commissioner or Commission, as provided in the Commission's regulations, 18 C.F.R. §§ 385.714, 385.715. No Participant waives its rights to seek additional administrative or judicial remedies after a decision regarding Privileged Material or the Commission's denial of any appeal thereof or determination in response to any certified question. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act (5 U.S.C. § 552) for Privileged Material and/or CEII in the files of the Commission.

19. Privileged Material and/or CEII shall remain available to Participants until the later of 1) the date an order terminating this proceeding no longer is subject to judicial review, or 2) the date any other Commission proceeding relating to the Privileged Material and/or CEII is concluded and no longer subject to judicial review. After this time, the Participant that produced the Privileged Material and/or CEII may request (in writing) that all other Participants return or destroy the Privileged Material and/or CEII. This request must be satisfied with within fifteen (15) days of the date the request is made. However, copies of filings, official transcripts and exhibits in this proceeding containing Privileged Material, or Notes of Privileged Material, may be retained if they are maintained in accordance with Paragraph 5 of this Protective Order. If requested, each Participant also must submit to the Participant making the request an affidavit stating that to the best of its knowledge it has satisfied the request to return or destroy the Privileged Material and/or CEII. To the extent Privileged Material and/or CEII are not returned or destroyed, they shall remain subject to this Protective Order.

20. Regardless of any order terminating this proceeding, this Protective Order shall remain in effect until specifically modified or terminated by the Presiding Judge, the Chief Judge, or the Commission. All CEII designations shall be subject to the "[d]uration of the CEII designation" provisions of 18 C.F.R. § 388.113(e).

21. Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

California Independent System)
Operator Corporation) Docket No. ER24-____

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Privileged Material is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of Privileged Material, any notes or other memoranda, or any other form of information that copies or discloses such materials, shall not be disclosed to anyone other than in accordance with the Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____