



California ISO

California Independent System Operator Corporation

June 6, 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 California Department of Water Resources (“CDWR”), 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 June 27, 2024.³

¹ CAISO Rate Schedule No. 6648. Accepted by Commission letter order issued on June 14, 2021 in Docket No. ER21-1779-000.

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 CDWR 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 CDWR.

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 as 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 CDWR have mutually agreed in writing to extend the term of the Planning Coordinator Agreement three years, ending June 27, 2027. This extension is reflected in the First Amendment to the Planning Coordinator Agreement, which contains the Revisions to the Planning Coordinator Agreement.

The First Amendment to the Planning Coordinator Agreement with CDWR was executed on May 20, 2024 and extends the initial term another three years. The First 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.⁴

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

⁴ In addition to the Revisions discussed above, the First 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.

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 June 27, 2024. To permit this effective date, the CAISO respectfully requests waiver of the Commission's notice requirement.⁵ Good cause exists to grant the requested waiver because the CAISO and CDWR already have agreed to 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 June 27, 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 CDWR'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.⁶

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

⁵ 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)).

⁶ 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.

Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

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 6648 as revised by this amendment
Attachment A-2	Public – Marked RS 6648 as revised by this amendment
Attachment A-3	Privileged – Clean Attachment 4 as revised by this amendment
Attachment A-4	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 June 27, 2024.

Respectfully submitted,

By: /s/ John E. Spomer

Roger E. Collanton

General Counsel

Burton Gross

Deputy General Counsel

John E. Spomer

Lead Counsel

California Independent System

Operator Corporation

250 Outcropping Way

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*Attorneys for the California Independent
System Operator Corporation*

Attachment A-1 – Clean RS 6648
Amendment to Planning Coordinator Agreement
Between
California Department of Water Resources
And
California Independent System Operator Corporation
June 6, 2024

PLANNING COORDINATOR AGREEMENT

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

**CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

PLANNING COORDINATOR AGREEMENT

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

(1) **California Department of Water Resources** having its registered and principal place of business located at 1416 Ninth Street, Sacramento, California 95814. (“CDWR”);

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”).

CDWR 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 CDWR, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western Interconnection including California; and

C. WHEREAS, CDWR owns transmission facilities that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“CDWR BES Facilities”). The CDWR BES Facilities covered by this Agreement are listed in Attachment 1.

D. WHEREAS, CDWR’s current CDWR 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

E. WHEREAS, CDWR is registered with NERC as a Transmission Owner, Transmission Planner, Generator Owner, Generator Operator, and Resource Planner; and

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

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

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

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

J. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and CDWR 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 a Planning Coordinator); and
- (b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the CDWR BES Facilities covered by this Agreement; and
- (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 CDWR BES Facilities and covered by this Agreement.

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

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

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

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 CDWR anticipate coordinating with each other while carrying out their respective responsibilities, with CAISO as a Planning Coordinator, and with CDWR as a Transmission Planner and Transmission Owner with respect to the CDWR BES Facilities covered by this Agreement. CDWR 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, with CAISO as a Planning Coordinator, and with CDWR as a Transmission Planner and Transmission Owner.

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 CDWR. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the CDWR BES Facilities covered by this Agreement may be processed pursuant to the interconnection procedures adopted by CDWR 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 CDWR with respect to interconnections to other facilities.

3.4 CDWR's Responsibility for its Facilities. CDWR 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, CDWR has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its facilities.

3.5 Provision of Data. CDWR will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for the CAISO to fulfill its responsibilities as Planning Coordinator for the CDWR 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 CDWR Transmission Planner and Transmission Owner functions, and to the CAISO 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. CDWR 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 CDWR 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. CDWR 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 \$40,506.00 during the First Revised Term of the Agreement.

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

The Annual Fee will be based on the number of CDWR 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 California ISO Grid Management Charge Update Cost of Service Study.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, CDWR 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, CDWR 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 CDWR will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to CDWR 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 CDWR and include a unique invoice number. CDWR will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by CDWR 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 CDWR, in the event that CDWR 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 CDWR 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 CDWR. 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 CDWR 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 CDWR. CDWR 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 CDWR'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 CDWR 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 CDWR, if CDWR so requests, CAISO will reasonably assist CDWR to transition to another Planning Coordinator, including providing data and assistance, provided that CDWR 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 CDWR contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from CDWR that portion of the penalty that resulted from CDWR'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 CDWR, 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 CDWR 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 CDWR, 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 CDWR 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 CDWR 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.

[Signature page to follow]

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: _____

California Department of Water Resources

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1**CDWR System One-Line Diagram
CONFIDENTIAL
(Section 2.2)**

**Critical Energy/ Electric Infrastructure Information Redacted
Pursuant to 18 C.F.R § 388.113**

**Critical Energy/ Electric Infrastructure Information Redacted
Pursuant to 18 C.F.R § 388.113**

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

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the CDWR Facilities, and provide, for illustrative purposes only, a description of how CAISO and CDWR anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the CDWR-Operated BES Facilities. Notwithstanding the specific language in this Attachment 2, Parties agree that the version of each applicable Reliability Standard enforceable at any given date shall be the basis for compliance on that date. Parties further agree that the procedures used to comply with applicable standards for the CDWR-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 CDWR facilities, CDWR 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 CDWR interconnection studies in its Generator Interconnection Deliverability Allocation Procedures (“GIDAP”) and TPP studies. CDWR 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) CDWR’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.

CDWR will participate in the CAISO Transmission Planning Process (“TPP”). CDWR will submit to the CAISO the information about the CDWR system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with CDWR’s responsibility to meet Reliability Standards applicable to a Transmission Planner and Transmission Owner, CDWR 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 CDWR as the Transmission Planner will identify their roles and responsibilities in a 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-010-3, FAC-014-2

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Coordinator Area, and includes sharing its SOL Methodology with the CDWR system. If applicable, CDWR will establish and provide to CAISO SOLs for the CDWR system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Coordinator Area, incorporating as appropriate the information provided by CDWR. CDWR will provide CAISO facility ratings for its BES equipment. CDWR will provide CAISO CDWR's list of multiple CDWR Adjacent System contingencies (if any) which result in stability limits on the CDWR 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-031-3; MOD-032-1; MOD-033-1

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

CDWR will provide to CAISO CDWR'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. 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 CDWR transmission system load and modeling data and models provided by CDWR as needed to meet its obligations under MOD-031-3, MOD-032-1, and MOD-033-2. There is currently no Direct Control Load Management (DCLM) load data on the CDWR 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.

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

6. Transmission Relay Loadability

Applicable standard: PRC-023-6

CAISO will include the CDWR BES Facilities covered by this Agreement in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-6 R6. Upon request, CDWR will provide facilities information needed by CAISO to perform its PRC-023-6 R6 evaluations. The CAISO will assist CDWR 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 CDWR, CDWR will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

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. Refer to Attachment A in the standard, and in particular, Criterion 4. An Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance. Also refer to the Application Guidelines in the standard. Requirement R1 is applicable to the Planning Coordinator, and Requirements R2 through R4 are applicable to the Generator Owner and Transmission Owner.

PRC-012-2 R4 is to ensure that Remedial Action Schemes (RAS) do not introduce unintentional or unacceptable reliability risks to the BES. Under Requirement R4, the

Planning Coordinator, at least once every five full calendar years, shall perform an evaluation of each RAS within its planning area. The R4 RAS evaluation within the ISO Planning Coordinator area began in 2020 per the PRC-012-2 R4 scope and schedule identified in the scope document, with PC and TO/TP input, and will be performed over the allowed five-year period. The PC is to provide year-end results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year end. CDWR does not currently own any RAS, so PRC-012-2 R4 would not currently apply to CDWR.

8. Outage Coordination

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

Requirement R3 requires the CAISO as the Planning Coordinator and CDWR as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinator (RC West).

Requirement R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator (RC West) 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.

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 June 27, 2024**

(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>
Attachment 3

Calculation of Annual Service Fee for June 27, 2024 through June 26, 2025 (See Agreement Section 4.1.1)

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	Reliability CRR Services	Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
Develop Infrastructure	80001	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)								\$ 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								\$ 5,229		(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 California Department of Water Resources's system								4		(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)								\$ 13,228		(10)	= (8) * (9)



Calculation of Annual Service Fee for June 27, 2025 through June 26, 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/Dex21-2023-LetterOrderAccepting-GridManagementCost-of-Service-Study-Tariff-Amendments-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	Market Services	System Operations			Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula	
			BAA Services	CRR Services									
Allocation of Direct Costs (ABC Level 2 Activities)													
Develop Infrastructure	80001		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 California Department of Water Resources's system									4	(9)			
									Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 13,639	(10)	= (8) * (9)	

Attachment 4
Notices & Authorized Representatives
(Sections 4.1.3, 4.11)

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment A-2 – Marked RS 6648

Amendment to Planning Coordinator Agreement

Between

California Department of Water Resources

And

California Independent System Operator Corporation

June 6, 2024

PLANNING COORDINATOR AGREEMENT

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

**CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

PLANNING COORDINATOR AGREEMENT

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

(1) **California Department of Water Resources** having its registered and principal place of business located at 1416 Ninth Street, Sacramento, California 95814. (“CDWR”);

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”).

CDWR 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 CDWR, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western Interconnection including California; and

C. WHEREAS, CDWR owns transmission facilities that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“CDWR BES Facilities”). The CDWR BES Facilities covered by this Agreement are listed in Attachment 1.

D. WHEREAS, CDWR’s current CDWR 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

E. WHEREAS, CDWR is registered with NERC as a Transmission Owner, Transmission Planner, Generator Owner, Generator Operator, and Resource Planner; and

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

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

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

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

J. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and CDWR 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 a Planning Coordinator); and
- (b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the CDWR BES Facilities covered by this Agreement; and
- (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 CDWR BES Facilities and covered by this Agreement.

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

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

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

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 CDWR anticipate coordinating with each other while carrying out their respective responsibilities, with CAISO as a Planning Coordinator, and with CDWR as a Transmission Planner and Transmission Owner with respect to the CDWR BES Facilities covered by this Agreement. CDWR 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, with CAISO as a Planning Coordinator, and with CDWR as a Transmission Planner and Transmission Owner.

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 CDWR. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the CDWR BES Facilities covered by this Agreement may be processed pursuant to the interconnection procedures adopted by CDWR 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 CDWR with respect to interconnections to other facilities.

3.4 CDWR's Responsibility for its Facilities. CDWR 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, CDWR has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its facilities.

3.5 Provision of Data. CDWR will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for the CAISO to fulfill its responsibilities as Planning Coordinator for the CDWR 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 CDWR Transmission Planner and Transmission Owner functions, and to the CAISO 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. CDWR 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 CDWR 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. CDWR 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 \$~~40,50650,655~~.00 during the First Revised~~Current~~ Term of the Agreement.

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

The ~~Annual-service F~~fee will be based on the number of CDWR 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 Current Term is set forth in Attachment 3. Subsequent Annual service fees will be calculated in the same manner using data from the most recently published California ISO Grid Management Charge Update Cost of Service Study.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, CDWR 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, CDWR 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 CDWR will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to CDWR 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 CDWR and include a unique invoice number. CDWR will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by CDWR 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 CDWR, in the event that CDWR 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 CDWR 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 CDWR. 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 CDWR 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 CDWR. CDWR 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 CDWR'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 CDWR 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 CDWR, if CDWR so requests, CAISO will reasonably assist CDWR to transition to another Planning Coordinator, including providing data and assistance, provided that CDWR 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 CDWR contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from CDWR that portion of the penalty that resulted from CDWR'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 CDWR, 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 CDWR 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 CDWR, 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 CDWR 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 CDWR 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.

[Signature page to follow]

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: _____

California Department of Water Resources

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1**CDWR System One-Line Diagram
CONFIDENTIAL
(Section 2.2)**

**Critical Energy/ Electric Infrastructure Information Redacted
Pursuant to 18 C.F.R § 388.113**

**Critical Energy/ Electric Infrastructure Information Redacted
Pursuant to 18 C.F.R § 388.113**

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

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the CDWR Facilities, and provide, for illustrative purposes only, a description of how CAISO and CDWR anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the CDWR-Operated BES Facilities. Notwithstanding the specific language in this Attachment 2, Parties agree that the version of each applicable Reliability Standard enforceable at any given date shall be the basis for compliance on that date. Parties further agree that the procedures used to comply with applicable standards for the CDWR-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-~~42~~

With respect to interconnections to CDWR facilities, CDWR 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 CDWR interconnection studies in its Generator Interconnection Deliverability Allocation Procedures (“GIDAP”) and TPP studies. CDWR 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) CDWR’s rights and responsibilities with respect to such interconnections.

2. Transmission Planning

Applicable standards: TPL-001-5.14; ~~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 TPL-001-WECC-CRT-43.02; WECC BES Inclusion Guideline, and ultimately TPL-001-5 (with a 7/1/2023 effective date).~~

CDWR will participate in the CAISO Transmission Planning Process (“TPP”). CDWR will submit to the CAISO the information about the CDWR system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with CDWR’s responsibility to meet Reliability

Standards applicable to a Transmission Planner and Transmission Owner, CDWR 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 CDWR as the Transmission Planner will identify their roles and responsibilities in a 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-010-3, FAC-014-2

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Coordinator Area, and includes sharing its SOL Methodology with the CDWR system. If applicable, CDWR will establish and provide to CAISO SOLs for the CDWR system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Coordinator Area, incorporating as appropriate the information provided by CDWR. CDWR will provide CAISO facility ratings for its BES equipment. CDWR will provide CAISO CDWR's list of multiple CDWR Adjacent System contingencies (if any) which result in stability limits on the CDWR 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-033-1

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

CDWR will provide to CAISO CDWR'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. 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 CDWR transmission system load and modeling data and models provided by CDWR as needed to meet its obligations under MOD-031-~~32~~, MOD-032-1, and MOD-

033-~~24~~. There is currently no Direct Control Load Management (DCLM) load data on the CDWR system.

5. Underfrequency Load Shedding (UFLS)

Applicable standards and regional criteria: PRC-006-~~53~~, WECC Regional Criteria PRC-006-WECC-CRT-~~43~~, and the NERC Standard PRC-006-5 WECC Regional Variance ~~(when it becomes effective)~~.

CDWR will participate in and/or provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-~~53~~ WECC Regional Variance, the WECC Regional Criteria PRC-006-WECC-CRT-~~43~~, & ~~ultimately~~ PRC-006-5 WECC Regional Variance.

6. Transmission Relay Loadability

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

CAISO will include the CDWR BES Facilities –covered by this Agreement in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-~~64~~ R6. Upon request, CDWR will provide facilities information needed by CAISO to perform its PRC-023-~~64~~ R6 evaluations. The CAISO will assist CDWR 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 Undervoltage 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), if applicable ~~(1/1/2021 Effective Date)~~.

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

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. Refer to Attachment A in the standard, and in particular, Criterion 4. An Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance. Also refer to the

Application Guidelines in the standard. Requirement R1 is applicable to the Planning Coordinator, and Requirements R2 through R4 are applicable to the Generator Owner and Transmission Owner.

PRC-012-2 R4 is to ensure that Remedial Action Schemes (RAS) do not introduce unintentional or unacceptable reliability risks to the BES. Under Requirement R4, the Planning Coordinator, at least once every five full calendar years, shall perform an evaluation of each RAS within its planning area. The R4 RAS evaluation within the ISO Planning Coordinator area began in 2020 per the PRC-012-2 R4 scope and schedule identified in the scope document, with PC and TO/TP input, and will be performed over the allowed five-year period. The PC is to provide year-end results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year end. CDWR does not currently own any RAS, so PRC-012-2 R4 would not currently apply to CDWR.

8. Outage Coordination

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

Requirement R3 requires the CAISO as the Planning Coordinator and CDWR as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinator (RC West).

Requirement R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator (RC West) 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.

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 June 27, 2024
(See Agreement Section 4.1.1)


Long Term Transmission Planning Cost Calculation
Reference Documents

2019 Cost of Service Study and 2021 GMC Update

<http://www.caiso.com/informed/Pages/StakeholderProcesses/Budget-GridManagementCharge.aspx>
Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier
Allocation of Direct Costs (ABC Level 2 Activities)										
<u>Develop Infrastructure</u>	<u>00001</u>									
Develop & Monitor Regulatory Contract Procedures	201	95%			5%		\$ 644	0%	\$ -	
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	-	
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	-	
Manage Long Term Transmission Planning	204		100%				\$ 6,618	50%	3,309	
Manage Transmission and Resource Implementation	205		100%				\$ 685	0%	-	
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	-	
NERC/ WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	-	
Seasonal Assessment	208		100%				\$ 284	0%	-	
Manage Queue	209		100%				\$ 786	0%	-	
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	-	
							Total LTPP Direct Costs		\$ 3,309	(1)
<u>Note: Information pulled from the 2019 Cost of Service Study.</u>										
Allocation of Indirect Costs										
Total Direct Net System Operations Costs (before allocation of indirect costs)									\$ 43,934	(2)
Percentage of LTPP costs to ABC level 2 Direct Costs									7.53%	(3)
Total System Operations indirect Dollars Allocated									\$ 44,116	(4)
								Total LTPP Indirect Costs	\$ 3,323	(5)
								Total Long Term Transmission Planning Costs	\$ 6,632	(6)
<u>Note: Information pulled from the 2016 Cost of Service Study Work Papers (page JJ)</u>										
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 CDWR's system									4	(9)
								Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 16,885	(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>
Attachment 3

 Calculation of Annual Service Fee for June 27, 2024
through June 26, 2025 (See Agreement Section 4.1.1)

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	Reliability CRR Services	Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
Develop Infrastructure	80001	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)								\$ 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								\$ 5,229		(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 California Department of Water Resources's system								4		(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)								\$ 13,228		(10)	= (8) * (9)



Calculation of Annual Service Fee for June 27, 2025 through June 26, 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/Dex21-2023-LetterOrderAccepting-GridManagementsCost-of-Service-Study-Tariff-Amendments-ER23-2974.pdf>

Cost of Long Term Transmission Planning (LTPP)

(amounts in thousands)

Component	Code	Market Services	System Operations		Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula	
			BAA Services	CRR Services								
Allocation of Direct Costs (ABC Level 2 Activities)												
Develop Infrastructure	80001		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 California Department of Water Resources's system									4	(9)		
									Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 13,639	(10)	= (8) * (9)

Attachment 4
Notices & Authorized Representatives
(Sections 4.1.3, 4.11)

PUBLIC VERSION

Privileged Material Redacted

PRIVILEGED INFORMATION

REDACTED PURSUANT TO

18 C.F.R. § 388.112

Attachment A-3 – Clean Attachment 4 (Privileged)

Amendment to Planning Coordinator Agreement

Between

California Department of Water Resources

And

California Independent System Operator Corporation

June 6, 2024

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

Attachment A-4 – Marked Attachment 4 (Privileged)

Amendment to Planning Coordinator Agreement

Between

California Department of Water Resources

And

California Independent System Operator Corporation

June 6, 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

California Department of Water Resources

And

California Independent System Operator Corporation

June 6, 2024

**FIRST AMENDMENT TO THE
PLANNING COORDINATOR AGREEMENT BETWEEN
CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

1. Parties

The parties to this First Amendment to the Planning Coordinator Agreement (“First Amendment”) are California Department of Water Resources (“CDWR”) 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 “Parties”.

2. Recitals

This First Amendment is made with reference to the following facts, among others:

Whereas, CDWR and CAISO are Parties to the Planning Coordinator Agreement (“Agreement”) dated April 6, 2021;

Whereas, the CAISO submitted the Agreement for filing with the Federal Energy Regulatory Commission (“FERC”) on April 27, 2021 in Docket No. ER21-1779-000;

Whereas, FERC accepted the filing of the Agreement on April 28, 2021 with an effective date of June 27, 2021;

Whereas, the initial three-year term of the Agreement ends on June 27, 2024;

Whereas, the Parties desire to extend the term of the Agreement for another three years, beginning June 27, 2024 and ending June 27, 2027; and

Whereas, this First 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, CDWR and CAISO desire to affect this First 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. CDWR 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 \$40,506.00 during the First Revised Term of the Agreement.

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

The Annual Fee will be based on the number of CDWR 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 California ISO Grid Management Charge Update Cost of Service Study.

4. Effective Date

This First 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 First 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 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 First 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 First Amendment.

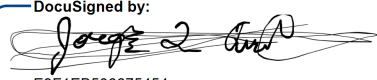


IN WITNESS WHEREOF, the Parties have executed and entered into this First Amendment as of the latest date written below.

California Independent System Operator Corporation

DocuSigned by:
By: 
9236FA183EA64FB...
Name: Neil Millar
Title: Vice President Infrastructure & Ops Planning
Date: 5/20/2024

California Department of Water Resources

DocuSigned by:
By: 
E9F1EB500075454...
Name: Jorge L Quintero
Title: ADM, Power Operations Management
Date: 5/20/2024

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

The items enumerated below in this Attachment 2 indicate which Reliability Standards are currently applicable to the CDWR Facilities, and provide, for illustrative purposes only, a description of how CAISO and CDWR anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the CDWR-Operated BES Facilities. Notwithstanding the specific language in this Attachment 2, Parties agree that the version of each applicable Reliability Standard enforceable at any given date shall be the basis for compliance on that date. Parties further agree that the procedures used to comply with applicable standards for the CDWR-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 CDWR facilities, CDWR 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 CDWR interconnection studies in its Generator Interconnection Deliverability Allocation Procedures ("GIDAP") and TPP studies. CDWR 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) CDWR'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.

CDWR will participate in the CAISO Transmission Planning Process ("TPP"). CDWR will submit to the CAISO the information about the CDWR system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with CDWR's responsibility to meet Reliability Standards applicable to a Transmission Planner and Transmission Owner, CDWR 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 CDWR as the Transmission Planner will identify their roles and responsibilities in a 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-010-3, FAC-014-2

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Coordinator Area, and includes sharing its SOL Methodology with the CDWR system. If applicable, CDWR will establish and provide to CAISO SOLs for the CDWR system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Coordinator Area, incorporating as appropriate the information provided by CDWR. CDWR will provide CAISO facility ratings for its BES equipment. CDWR will provide CAISO CDWR's list of multiple CDWR Adjacent System contingencies (if any) which result in stability limits on the CDWR 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-031-3; 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

CDWR will provide to CAISO CDWR'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. 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 CDWR transmission system load and modeling data and models provided by CDWR as needed to meet its obligations under MOD-031-3, MOD-032-1, and MOD-033-2. There is currently no Direct Control Load Management (DCLM) load data on the CDWR 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.

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

6. Transmission Relay Loadability

Applicable standard: PRC-023-6

CAISO will include the CDWR BES Facilities covered by this Agreement in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-6 R6. Upon request, CDWR will provide facilities information needed by CAISO to perform its PRC-023-6 R6 evaluations. The CAISO will assist CDWR 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 CDWR, CDWR will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

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. Refer to Attachment A in the standard, and in particular, Criterion 4. An Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance. Also refer to the Application Guidelines in the standard. Requirement R1 is applicable to the Planning Coordinator, and Requirements R2 through R4 are applicable to the Generator Owner and Transmission Owner.

PRC-012-2 R4 is to ensure that Remedial Action Schemes (RAS) do not introduce unintentional or unacceptable reliability risks to the BES. Under Requirement R4, the Planning Coordinator, at least once every five full calendar

years, shall perform an evaluation of each RAS within its planning area. The R4 RAS evaluation within the ISO Planning Coordinator area began in 2020 per the PRC-012-2 R4 scope and schedule identified in the scope document, with PC and TO/TP input, and will be performed over the allowed five-year period. The PC is to provide year-end results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year end. CDWR does not currently own any RAS, so PRC-012-2 R4 would not currently apply to CDWR.

8. Outage Coordination

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

Requirement R3 requires the CAISO as the Planning Coordinator and CDWR as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinator (RC West).

Requirement R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator (RC West) 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.

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).



Long Term Transmission Planning Cost Calculation

Attachment 3Calculation of Annual Service Fee for June 27, 2024
through June 26, 2025 (See Agreement Section 4.1.1)**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****80001****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)							\$ 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 California Department of Water Resources's system							4			(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)							\$ 13,228			(10)	= (8) * (9)



Calculation of Annual Service Fee for June 27, 2025 through June 26, 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	Market Services	System Operations		Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
			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 California Department of Water Resources's system	4	(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)	\$ 13,639	(10)	= (8) * (9)

Attachment 4
Notices & Authorized Representatives
(Sections 4.1.3, 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

California Department of Water Resources

And

California Independent System Operator Corporation

June 6, 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
California Department of Water Resources
And
California Independent System Operator Corporation
June 6, 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: _____