

May 30, 2025

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

**Re: California Independent System Operator Corporation
Filing of Rate Schedule No. 8856 and Termination of Rate
Schedule No. 19, and Request for CEI Treatment
Docket No. ER25-____-000**

Dear Secretary Reese:

The California Independent System Operator Corporation (“CAISO”) submits to the Commission for filing and acceptance: (1) an Adjacent Balancing Authority Operating Agreement (“ABAOA”) between CAISO and the Salt River Project Agricultural Improvement and Power District (“SRP”); and (2) a notice of termination of the existing Interconnected Control Area Operating Agreement (“ICAOA”) between the CAISO and SRP. The CAISO submits the instant filing to replace the ICAOA with the ABAOA.

The CAISO proposes that the ABAOA and termination of the ICAOA both be made effective on August 1, 2025.¹

I. Background

The CAISO and SRP have operated as adjacent balancing authorities since the CAISO commenced operation in 1998.² The ICAOA assists the CAISO and SRP in coordinating the operation and maintenance of their interconnected balancing authority areas, in a manner consistent with reliability standards adopted by the North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council and with good utility practice.

¹ The CAISO submits the notice of termination of the ICAOA pursuant to Section 205 of the Federal Power Act and Section 35.15 of the Commission’s regulations, 18 C.F.R. § 35.15, and in compliance with Order No. 714, Electronic Tariff Filings, FERC Stats. & Regs. ¶ 31,276 (2009).

² Balancing authority areas and balancing authorities were formerly known as control areas and control area operators prior to changes to this terminology adopted by NERC. This terminology persists in the ICAOA.

Specifically, in Docket No. ER98-1030, the ICAOA was given its current designation of ISO Rate Schedule No. 19 and approved by Commission letter order.³ The CAISO and SRP amended the ICAOA on several occasions and filed those amendments with the Commission in Docket Nos. ER06-333-000 and ER12-381-001.⁴ Since that time, the parties have worked on comprehensive revisions to the existing arrangement governing their interconnected operations, resulting in the ABAOA. As explained below, the ABAOA is a more suitable agreement intended to replace the original ICAOA upon acceptance by the Commission consistent with similar agreements accepted by the Commission.

II. ABAOA

The ABAOA sets forth the rates, terms, and conditions on which the CAISO and SRP, as NERC registered balancing authorities, operate the interconnection between their balancing authority areas and provide emergency assistance as required by the applicable NERC reliability standard.⁵ The Commission has approved similar agreements with respect to the CAISO's interconnected operating relationship with the Bonneville Power Administration, the Imperial Irrigation District, among others, and most recently Arizona Public Service Company.⁶

The ABAOA differs considerably from the ICAOA. The ABAOA contains provisions addressing a more limited number of matters than previously addressed in the ICAOA in deference to the NERC reliability standards, which

³ The Commission accepted this filing, subject to suspension, hearing procedures, and refund procedures in *California Independent System Operator Corporation*, 82 FERC ¶ 61,174, at 61,622 and Ordering Paragraphs (B) and (D) (1998). On October 2, 1998, the CAISO filed an offer of settlement in the proceeding in which it proposed certain revisions to the ICAOA. The Commission approved the offer of settlement in *California Independent System Operator Corporation*, 87 FERC ¶ 61,231 (1999). Pursuant to the Commission's approval of the offer of settlement, the CAISO submitted a compliance report containing the revised version of the ICAOA in Docket No. ER98-1030-001 on July 28, 1999. The Commission accepted the compliance report by letter order issued on March 14, 2001.

⁴ The CAISO subsequently submitted several amendments to the ICAOA, including Amendment No. 1 submitted on December 19, 2005 in Docket No. ER06-333-000, which was accepted by Commission letter order issued February 2, 2006. The most recent amendment, Amendment No. 2 of the ICAOA, was filed in Docket No. ER12-381-001 and accepted by Commission letter order dated December 27, 2011.

⁵ See NERC reliability standard EOP-001 (requiring an agreement for emergency assistance among neighboring balancing authorities).

⁶ See Commission letter orders in Docket No. ER09-1630-000 (approving the amended ABAOA between the CAISO and the Bonneville Power Administration), Docket No. ER10-1761-000 (approving the ABAOA between the CAISO and the Imperial Irrigation District), and Docket No. ER11-3387-000 (accepting the ABAOA between the CAISO and Arizona Public Service Company).

effectively address much of the subject matter previously included in the ICAOA. Below is a summary of the provisions of the ABAOA.

- Section 3 requires the parties to cooperate to mitigate any operating emergencies, to develop, maintain, implement, and annually review and update emergency plans (and to share and coordinate such plans with the other party), and to assist each other in an operating emergency by delivering emergency assistance to the other party. Schedule B provides for settlement provisions related to the provision of emergency assistance.
- In addition, Section 3 incorporates the import for regulation and dynamic scheduling provisions previously included in the ICAOA with respect to the parties' responsibilities for these balancing authority services. Schedule D details the requirements associated with imports for regulation and Schedule E details the requirements associated with dynamic schedules.
- Section 4 requires each party to maintain a 24-hour, 7-day control center with real-time scheduling and control functions, and to coordinate its actions with the other party, particularly as directed by the appropriate reliability coordinator(s), to preserve or restore the interconnected transmission system. Schedule A provides the current contacts for notices but not confidential operational contact information.
- Section 5 and Exhibit A identify the points of interconnection between the parties and define the boundary between the balancing authority areas.

In addition to the foregoing substantive provisions, the ABAOA incorporates "boilerplate" provisions in Section 6 to provide for information exchange and confidentiality, amendment, assignment, notices, disclaimer of warranties, liability, waiver, and signature authority. The ABAOA also adds recitals, definitions, and references to the NERC reliability standards (Section 1), and provides for the effective date and termination of the agreement (Section 2).

The CAISO notes that in its view the preferred approach to adjacent balancing authority operations with the entities to which it is interconnected is to defer to the NERC mandatory reliability standards to the maximum extent possible. This avoids confusion and potential inconsistency between a contractual obligation and a reliability standard. In turn, it helps mitigate the risk of compliance issues. The CAISO believes the ABAOA addresses all matters required by the reliability standards.

The provisions of the ABAOA are agreed to by the parties. The CAISO requests that the Commission accept the filed ABAOA as Original Rate Schedule

No. 8856, and make it effective on August 1, 2025.

III. Notice of Termination of the ICAOA

Because the ABAOA replaces the ICAOA, the ICAOA is no longer necessary. Section 1.3 of the ICAOA contemplates termination upon mutual consent of both parties. The ABAOA constitutes such consent and, therefore, the CAISO hereby requests termination of the ICAOA between the CAISO and SRP effective August 1, 2025.⁷

IV. Effective Date

The CAISO requests that the Commission accept both the ABAOA and notice of termination of the ICAOA effective as of August 1, 2025. Granting the requested effective date will ensure uninterrupted service and is, therefore, appropriate.

V. Service

The CAISO has served copies of this filing upon SRP, the California Public Utilities Commission, and the California Energy Commission. In addition, the filing has been served upon all CAISO scheduling coordinators and has been posted filing on the CAISO website.

VI. Request for CEII Treatment

The CAISO is submitting both a Critical Energy Infrastructure Information (CEII) version and a public version of this filing. Pursuant to 18 C.F.R. § 388.112, the CAISO requests CEII treatment for information within Attachments A-2 to this filing including non-public details about the points of interconnection between the balancing areas. These details are included in Figure 1 identified on page 12 of Attachment A, as well as Figure 2 identified on page 16 of Attachment A. The CAISO requests CEII treatment of Figure 1 and Figure 2 and has redacted this information from the public version of this filing. This information is CEII because it reflects sensitive commercial and operational information and its disclosure could present a security risk and jeopardize reliability. The CAISO also submits a form of protective agreement as Attachment C to this filing if access to these materials is properly requested.

⁷ Concurrently with this filing, the CAISO submitted a separate agreement with SRP, entitled "Dynamic Transfer Balancing Authority Operating Agreement (DTBAOA)" to replace the dynamic transfer arrangements included in the existing ICAOA being terminated in this docket. The requested effective date for the DTBAOA is the same as the ABAOA to maintain continuity of the associated dynamic transfer arrangements.

VII. Correspondence

Under Rule 203(b)(3),⁸ the CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John C. Anders
Deputy General Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Tel: (916) 802-4367
E-mail: janders@caiso.com

VIII. Materials Provided In this Filing

The following attachments, in addition to this transmission letter, support the instant filing:

- | | |
|----------------|--|
| Attachment A-1 | Public – Adjacent Balancing Authority Operating Agreement – Executed Agreement; |
| Attachment A-2 | CEII – Adjacent Balancing Authority Operating Agreement – Figures 1 & 2; |
| Attachment B | Notice of Termination of the ICAOA; and |
| Attachment C | Form of Protective Agreement. |

IX. Conclusion

For the reasons provided above, the CAISO respectfully requests that the Commission accept both the ABAOA and termination of the ICAOA effective as

⁸ 18 C.F.R. § 385.203(b)(3).

Honorable Debbie-Anne A. Reese
May 30, 2025
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of August 1, 2025. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John C. Anders

John C. Anders
Deputy General Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Tel: (916) 802-4367
Email: janders@caiso.com

Attorney for the California Independent
System Operator Corporation

CEII Information Redacted Pursuant to 18 C.F.R. § 388.112

Attachment A-1 – Executed Agreement (Public)
Adjacent Balancing Authority Operating Agreement
Between
Salt River Project
and the
California Independent System Operator Corporation
May 30, 2025

Public Version

CEII Information Redacted

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

**ADJACENT BALANCING AUTHORITY
OPERATING AGREEMENT**

ADJACENT BALANCING AUTHORITY OPERATING AGREEMENT

Executed by

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

and

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

This Adjacent Balancing Authority Operating Agreement, (“Agreement”) dated as of May 27th, 2025, is between SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (“SRP”), an agricultural improvement district organized and existing under the laws of the State of Arizona, having its registered and principal executive office at 1500 N. Mill Avenue, Tempe, Arizona 85288, and the CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION (“CAISO”), a California nonprofit public benefit corporation having a principal executive office located at 250 Outcropping Way, Folsom, California 95630. Each is referred to herein as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS each Party is a member of the Western Electricity Coordinating Council (“WECC”), an organization whose members are located in the Western Interconnection as defined in the WECC Bylaws and is registered with WECC as a Balancing Authority pursuant to the North American Electric Reliability Corporation (“NERC”) Reliability Functional Model and Registry Criteria; and

WHEREAS the Federal Energy Regulatory Commission (“FERC”) approved mandatory NERC Reliability Standards for the Bulk-Power Systems of North America include Standard EOP-001, later amended and combined with other NERC Reliability Standards into EOP-011, which provides that each Balancing Authority is required to develop, maintain, and implement a set of plans to mitigate operating emergencies, and to coordinate such plans with other Balancing Authorities. The execution of operating agreements between Adjacent Balancing Authorities that contains provisions for emergency assistance is a requirement of the restoration plans reviewed by the applicable Reliability Coordinator; and

WHEREAS the Parties are adjacent Balancing Authorities by virtue of their transmission systems being interconnected at one or more points. The CAISO has responsibilities as a Balancing Authority and operates the CAISO Balancing Authority Area. SRP has responsibilities as a Balancing Authority and operates the SRP Balancing Authority Area; and

WHEREAS The Parties wish to coordinate operation of interconnection points to satisfy NERC and WECC reliability standards and criteria, and Good Utility Practice; and

WHEREAS the Parties intend by this Agreement to identify each Party's responsibility to the other under the Requirements of the most currently effective Reliability Standard EOP-011 by recognizing the continuing commitment of each Party to the other to cooperate to mitigate operating emergencies; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties mutually agree as follows:

1. Definitions

1.1 NERC Definitions: Except as defined in Section 1.2 or as otherwise defined in this Agreement, terms and expressions used in this Agreement shall have the same meanings as those contained in the NERC Glossary of Terms Used in Reliability Standards.

1.2 Specific Definitions:

1.2.1 CAISO Tariff: The California Independent System Operator Corporation Operating Agreement and Tariff, dated March 31, 1997, as it may be modified from time to time.

1.2.2 EOP-011: Emergency Operations Planning Standard EOP-011, as amended or re-titled.

1.2.3 Scheduling Coordinator: An entity certified by the CAISO for the purposes of undertaking the functions of: submitting bids and self-schedules for energy, generation, transmission losses, and ancillary services; coordinating generation; tracking, billing, and settling trades with other Scheduling Coordinators; submitting forecast information; paying the CAISO's charges; and ensuring compliance with CAISO protocols.

1.2.4 Good Utility Practice: Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

2. Term and Termination

2.1 Effective Date: This Agreement shall be effective on the later of: (1) the date this Agreement is executed, or (2) the date this Agreement is accepted for filing by FERC pursuant to a filing with FERC by the CAISO without any material modification or condition that is unacceptable to either Party in that Party's sole discretion (the "Effective Date"). The CAISO filing with FERC will request that if the Agreement is not accepted for filing without material modification or condition, it should be deemed withdrawn pursuant to 18 CFR § 35.17. If any material modification or condition is ordered by FERC that is unacceptable to a Party, such Party shall communicate its lack of consent to such modification or condition to the other Party within ten (10) business days after the date on which FERC issues its order, and the Parties shall use best efforts to negotiate mutually acceptable revisions to this Agreement to address the modification or condition.

2.2. Term and Termination: Upon the occurrence of the Effective Date, this Agreement shall remain in effect until terminated by either Party upon thirty (30) calendar days advance written notice to the other Party or upon written consent of both Parties. The CAISO shall file a notice of termination with FERC as soon as practicable but no later than thirty (30) calendar days after its issuance or receipt of such advance written notice of termination or the date of the Parties' written consent. Termination will be effective upon acceptance of the notice of termination by FERC.

3. Responsibilities of the Parties

3.1 The Parties agree to cooperate to mitigate any operating emergencies by adhering to: (1) the mandatory NERC Reliability Standards and WECC Regional Reliability Standards which relate to emergency operations, as may be amended from time to time, and (2) the directives of the applicable WECC Reliability Coordinator ("Reliability Coordinator").

3.2 Each Party further agrees that it shall develop, maintain, implement, and annually review and update its emergency plans to mitigate operating emergencies and shall share and coordinate such plans with the other Party as required by EOP-011.

3.3 To the extent possible, and in accordance with NERC mandatory Reliability Standards, each Party ("Delivering Party") shall assist the other Party ("Receiving Party") in an operating emergency by delivering emergency assistance to the requesting Receiving Party, including emergency energy transfers from such Delivering Party's Balancing Authority Area or from other remote Balancing Authorities over available transmission capacity, in accordance with Schedule B to this Agreement. Arrangements for deliveries of emergency energy transfers shall be through normal operating channels in accordance with CAISO and SRP operating procedures. Such emergency assistance shall be provided at the sole

discretion of the entity supplying it and shall be recallable without advance notice as required to meet reliability requirements.

4. Coordination and Communication

- 4.1** In the event of an operating emergency that affects or may affect the reliable operation of interconnected transmission facilities, each Party shall coordinate its actions with the other Party, as such Party deems necessary or as directed by the appropriate Reliability Coordinator(s), to preserve or restore the interconnected transmission system to stable operations and to preserve or restore reliable, safe, and efficient service as quickly as practicable. The Parties shall, without delay, individually notify the appropriate Reliability Coordinator(s) as to the nature and extent of the operating emergency.
- 4.2** Each Party operates and maintains a 24-hour, 7-day control center with real-time scheduling and control functions. The appropriate control center staff shall be responsible for operational communications and shall have sufficient authority to commit and bind that Party on decisions relating to emergency operations. The Parties agree to exchange operational contact information for ensuring reliable communication in a format to be agreed to by the Parties and completed as of the Effective Date of this Agreement. Each Party shall provide the other Party ten (10) calendar days advance notice of updates to its operational contact information for known changes, and as soon as practical, for unplanned changes.

5. Interconnection Points

- 5.1** The Parties are adjacent Balancing Authorities and are interconnected at the points specified in Schedule A to this Agreement. In the event that new interconnection points are added, or existing points are modified or eliminated, Schedule A will be amended as necessary to reflect any such changes that are mutually agreed upon by both Parties in a written agreement.
- 5.2** Schedule A is included for the sole purpose of identifying those interconnection points that result in the Parties being adjacent Balancing Authorities. This Agreement is not intended to act as an interconnection agreement between the Parties.

6. Miscellaneous Provisions

- 6.1** **Amendment:** The Parties may amend or modify this Agreement only by written agreement. In the event the mandatory NERC Reliability Standards including EOP-011 are revised or replaced, the Parties shall meet within sixty (60) calendar days of the implementation date of the revised standard to discuss and determine whether such change will affect the terms and conditions of this Agreement and whether a modification or replacement of the Agreement is needed. An amendment that is subject to FERC approval shall not take effect

until FERC has accepted such amendment for filing and has made it effective without any material modification or condition that is unacceptable to either Party in that Party's sole discretion. If any material modification or condition is ordered by FERC that is unacceptable to a Party, such Party shall communicate its lack of consent to such modification or condition to the other Party within ten (10) business days after the date on which FERC issues its order, and the Parties shall use best efforts to negotiate mutually acceptable revisions to this Agreement to address the modification or condition. Revisions to Schedules other than with regard to the contact information in Schedule C shall be processed as an amendment to this Agreement.

- 6.2 Assignment and Successors:** Neither this Agreement nor any rights or responsibilities under this Agreement may be assigned by either Party to a third party without the written consent of the other Party, and such consent will not be unreasonably delayed, conditioned, or withheld. Subject to the preceding sentence, this Agreement is binding upon and will inure to the benefit of the Parties and their successors in interest.
- 6.3 Authority:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to sign, bind, and obligate such Party.
- 6.4 Counterparts:** This Agreement may be executed in any number of counterparts, including in facsimile and electronic formats (including portable document format (.pdf)) and with use of an electronic or digital signature, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon.
- 6.5 Entire Agreement:** This Agreement sets forth the complete agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements of the Parties with respect to its subject matter.
- 6.6 Exchange of Information and Confidentiality:** When a Party ("Providing Party") provides information to the other Party ("Receiving Party") under this Agreement and marks such information as privileged or confidential commercial or financial information, critical energy infrastructure information, or trade secret information, the Receiving Party shall treat such information as confidential and protected from disclosure to the extent permitted by applicable laws, regulations and the Receiving Party's Tariff. The Receiving Party shall promptly notify the Providing Party in writing of any request to release such information. The Parties agree to use such information only for purposes of performing each Party's obligations under this Agreement. The provisions of this Section 6.1 shall survive the termination of this Agreement.

CAISO understands that, as a political subdivision of the State of Arizona, SRP may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). Provided that SRP complies with the procedural requirements of this section 6.1, and notwithstanding any other provision of this Agreement, SRP may release CAISO's Confidential Information to a third party in response to a public records request submitted by such party.

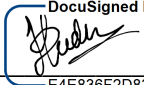
- 6.7 FERC Jurisdiction:** Nothing in this Agreement shall be meant to imply or cede jurisdiction to FERC or any other regulatory entity, to the extent that FERC or other regulatory entity does not have jurisdiction over a Party to this Agreement. FERC and other regulatory entities have limited jurisdiction over certain Parties and, by executing this Agreement, no Party is waiving or conceding any defenses it has to assert jurisdictional defenses, including, but not limited to, sovereign immunity, intergovernmental immunities, or lack of subject matter jurisdiction.
- 6.8 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; provided, however, that (1) any question concerning SRP's status as a political subdivision of the State of Arizona and any rights and obligations related to such status shall be determined in accordance with the laws of the State of Arizona, and (2) if a dispute concerns transmission lines or facilities, the law of the state where the transmission lines or facilities are located will control. 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: (i) a court of the State of California or any federal court of the United States of America located in the State of California for all disputes under this Agreement except any disputes concerning transmission lines or facilities located in the State of Arizona or disputes determined to be FERC jurisdictional; (ii) a court of the State of Arizona or any federal court of the United States of America located in the State of Arizona if the dispute concerns transmission lines or facilities located in the State of Arizona; or (iii) where subject to its jurisdiction, before FERC. No provision of this Agreement shall be deemed to waive the right of any Party to protest, or challenge in any manner, whether this Agreement, or any action or proceeding arising under or relating to this Agreement, is subject to the jurisdiction of FERC.
- 6.9 Liability:** The Parties' duties and standard of care with respect to each other, and the benefits and rights conferred on each other, shall be no greater than as explicitly stated herein. Neither Party, its directors, officers, employees, nor agents, shall be liable to the other Party for any loss, damage, claim, cost, charge, or expense, whether direct, indirect, or consequential, arising from the Party's performance or nonperformance under this Agreement, except for a Party's gross negligence or willful misconduct subject to applicable law. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed or deemed to confer any right or benefit on, or to create any duty to, or

standard of care with reference to any third party, or any liability or obligation, contractual or otherwise, on the part of either Party.


- 6.10 No Warranties or Representations; Disclaimer:** All information, including confidential information, provided by the Providing Party under this Agreement carries no warranty or representation of any kind, either express or implied. The Receiving Party receives the information “as is” and with all faults, errors, defects, inaccuracies, and omissions. The Providing Party makes no representations or warranties whatsoever with respect to the availability, timeliness, accuracy, reliability, or suitability of any information. The Receiving Party disclaims and waives all rights and remedies that it may otherwise have with respect to all warranties and liabilities of the Providing Party, expressed or implied, arising by law or otherwise, with respect to any faults, errors, defects, inaccuracies or omissions in, or availability, timeliness, reliability, or suitability of the information. Each Party assumes any and all risk and responsibility for selection and use of, and reliance on, any information provided under this Agreement.
- 6.11 Notices:** Any notice, demand, or request which may be given to or made upon either Party regarding this Agreement and pursuant to this Agreement shall be made in writing to the contacts specified in Schedule C and shall be deemed properly served, given, or made: (a) upon delivery if delivered in person; (b) five (5) days after deposit in the mail if sent by first class United States mail, postage prepaid; (c) upon receipt of confirmation by return facsimile if sent by facsimile; or (d) upon delivery if delivered by prepaid commercial courier service.
- 6.12 Section Headings:** Section headings provided in this Agreement are for ease of reading and are not meant to interpret the text in each Section.
- 6.13 Updates:** A Party must update the information in Schedule A and Schedule C of this Agreement relating adjacent balancing authority interconnection points and contacts for notices as that information changes. Updates to Schedule C shall not constitute an amendment to this Agreement. Changes to Schedule C shall be notified to the Parties through letter Agreement.
- 6.14 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 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date first entered above.

California Independent System Operator Corporation

By:  DocuSigned by:
E4E836F2D838414...
Name: Dede Subakti
Title: VP, System Operations
Date: 5/22/2025

Salt River Project Agricultural Improvement and Power District

By:  DocuSigned by:
10A5F53876D0477...
Name: Melissa Martinez
Title: Director Transmission/Generation Operations
Date: 5/27/2025

Schedule A

ADJACENT BALANCING AUTHORITY INTERCONNECTION POINTS [Sections 5.1, 5.2 and 6.1]

The point(s) of interconnection of the Parties' Balancing Authority Areas are defined by the following:

The interconnection between the CAISO and SRP occurs at two Switchyards and is comprised of three (3) Points of Interconnection (POI) described below:

- **Palo Verde 500 kV Switchyard**

The SRP Balancing Authority and the CAISO Balancing Authority interconnect at the Palo Verde 500 kV Switchyard via the Colorado River – Palo Verde 500 kV line. The Palo Verde Generating Station is located 50 miles West of Phoenix in Arizona.

Point of Interconnection:	Where the Southern California Edison Company (SCE) owned Colorado River – Palo Verde 500 kV line interconnects within the Palo Verde 500 kV Switchyard at Bay 9 between breaker positions PL995 and PL992.
Interconnection Voltage:	500 kV
Ownership	<p>Colorado River – Palo Verde 500 kV Line: SCE owns, operates, and maintains the line from Colorado River up to and including the last dead-end tower outside Palo Verde 500 kV Switchyard.</p> <p>Palo Verde 500 kV Switchyard Terminal: SRP operates and maintains the Colorado River-Palo Verde 500 kV line between the Palo Verde 500 kV Switchyard and the first dead-end tower out of Palo Verde.</p>
BA Change of Jurisdiction:	The first dead end tower out of the Palo Verde 500 kV Switchyard on the Colorado River – Palo Verde 500 kV line.
Roles and Responsibilities:	<ul style="list-style-type: none">• <u>CAISO & SCE</u> The CAISO is the Balancing Authority West of the BA Change of Jurisdiction. Under the NERC Coordinated Functional Registration between CAISO and SCE, CAISO and SCE are the Transmission Operator (TOP) of the Colorado River – Palo Verde 500 kV line West of the BA Change of Jurisdiction. The SCE System Operator has jurisdiction of the line as stated including the Arizona and California series capacitors.• <u>SRP</u> SRP is the Transmission Operator (TOP) of the line East of the BA Change of Jurisdiction. The SRP System

Operator has jurisdiction of the section of line as stated including the shunt reactors at Palo Verde. SRP is responsible for the operation and maintenance of the section of line as stated.

SRP is the Balancing Authority East of the Transmission Operator Point of Interconnection.

The SRP System Operator, APS System Operator, and the SCE Devers System Operator will coordinate and monitor the planned energizing and de-energizing of the Colorado River - Palo Verde 500 kV line as well as testing and paralleling after relay operations.

Metering Point:

Colorado River – Palo Verde 500 kV Line termination at the Palo Verde 500 kV Switchyard

Jurisdiction & Operational Control:

Jurisdictional Boundary: First dead-end structure outside Palo Verde

SCE Switching Responsibility: The ISO operates, and SCE owns and maintains the Colorado River-Palo Verde 500 kV line between Colorado River Substation and the first dead-end structure located outside the Palo Verde 500 kV Switchyard. The SCE Devers System Operator has jurisdiction of the line as stated including the Arizona and California series capacitors and the shunt reactors at Devers Substation.

Salt River Project Switching Responsibility: SRP operates and maintains the Colorado River-Palo Verde 500 kV line between the Palo Verde 500 kV Switchyard and the last dead-end structure located outside Palo Verde. The SRP System Operator has jurisdiction of the line as stated including the shunt reactors at Palo Verde.

APS Switching Responsibility: APS with the Palo Verde Plant Manager has operational control of Palo Verde Breaker 995. SRP handles the communication with APS.

Operational Responsibility: The SRP System Operator, the APS System Operator and the SCE Devers System Operator will coordinate and monitor the planned energizing and de-energizing of the Colorado River-Palo Verde 500 kV line as well as testing and paralleling after relay operations.

Maintenance Responsibility: SCE owns and maintains the Colorado River-Palo Verde 500 kV line between Colorado River Substation and the first dead-end structure located outside the Palo Verde 500 kV Switchyard. The SCE Devers System Operator has jurisdiction of the line as stated including the Arizona and California series capacitors and the shunt reactors at Devers Substation.

Switching Operations:*Switching*

The SRP System Operator and the SCE Devers System Operator will review the required switching at each terminal before issuing any switching orders. Each party will issue switching orders only to the station and/or personnel under its jurisdiction.

Refer to SRP document OP-48604 for detailed Operating Procedures for this circuit.

Line Switching Procedure

The line will normally be opened at Palo Verde and de-energized from Colorado River via the direct transfer trip. The Devers 500 kV bus voltage is not to exceed 500 kV prior to opening the line. Palo Verde Breaker 995 must be open and isolated prior to opening Breaker 992 to avoid Ferroresonance condition.

All disconnect switching on the Colorado River-Palo Verde 500 kV line terminals will be handled jointly by the SRP System Operator and the SCE Devers System Operator.

The line is to be energized for test from Colorado River with both 500 kV shunt reactors in service. The Devers 500 kV bus voltage is not to exceed 500 kV.

Following a successful test, open the Palo Verde 500 kV CB at Colorado River.

The SRP System Operator with the APS System Operator and Palo Verde Plant Unit Manager will energize the Colorado River 500 kV line from Palo Verde.

Synchronize and close the Palo Verde 500 kV CB at Colorado River.

Clearances

An intercompany Clearance will only be issued to the agency performing the work. Neither agency will issue a Clearance to its station or field personnel on the line until it has obtained a Clearance from the other party. Each party will record such Clearances.

Voltage Control:

Voltage Schedule at Colorado River: 495 kV to 525 kV

MVAR Schedule: Zero plus or minus 100 MVAR at Palo Verde

Refer to SRP document OP-45800 for detailed Operating Procedures for voltage and VAR control on this circuit.

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT

TO 18 C.F.R § 388.112

- **Hassayampa 500 kV Switchyard**

The SRP Balancing Authority and the CAISO Balancing Authority interconnect at the Hassayampa 500 kV Switchyard via the Hassayampa - Hoodoo Wash 500 kV line and the Hassayampa – North Gila #2 500 kV line.

Point of Interconnection: The Hassayampa - Hoodoo Wash 500 kV line interconnects within the Hassayampa 500 kV Switchyard at Bay 9 between breaker positions 995 and 998. The Hassayampa – North Gila #2 500 kV line interconnects within the Hassayampa 500 kV Switchyard at Bay 11 between breaker positions 1105 and 1108.

Interconnection Voltage: 500 kV

Ownership APS, SDGE, & IID share ownership rights in the Hassayampa - Hoodoo Wash 500 kV line APS and IID share ownership rights on the Hassayampa – North Gila #2 500 kV line.

BA Change of Jurisdiction: The first dead end tower outside of the Hassayampa 500 kV Switchyard on each line.

Roles and Responsibilities:

- CAISO
The CAISO is the Balancing Authority for the Hassayampa - Hoodoo Wash 500 kV line West of the BA Change of Jurisdiction.
- SRP
SRP is the Balancing Authority East of the BA Change of Jurisdiction.
- APS
APS is the Balancing Authority for the Hassayampa – North Gila #2 500 kV line west of the BA Change of Jurisdiction. Under the NERC Coordinated Functional Registration APS is the Transmission Operator (TOP) of both the Hassayampa - Hoodoo Wash 500 kV line and the Hassayampa – North Gila #2 500 kV line.

Metering Point: Hassayampa - Hoodoo Wash 500 kV Line termination at the Hassayampa 500 kV Switchyard and the Hassayampa – North Gila #2 500 kV line termination at the Hassayampa 500 kV Switchyard.

Switching Operations

Operational Control

Jurisdictional Boundary: First dead-end structure outside the Hassayampa 500 kV Switchyard.

Responsibility: Both lines are operated and maintained by APS. SRP has control over the Hassayampa terminal. All switching must be coordinated with SDGE, ISO, APS, SRP, and real time operating personnel prior to actual switching. Related transmission service and scheduling changes must be coordinated as well with IID and SCE (SDGE handles the communications with IID).

Note: Under the terms of a Mutual Assistance Transmission Agreement between APS, SDGE, SCE and IID, the parties each retain limited scheduling rights out of Hassayampa during outages of the 500 kV lines.

Switching

SRP maintains and switches the terminal equipment at Hassayampa. Switching and outages are coordinated with SDGE, ISO, APS, TEP and SCE. APS maintains the lines and the North Gila and Hoodoo Wash Switchyards and is responsible for coordinating outage or energized line work requests with SDGE, ISO, SRP, IID, and SCE. SDGE handles communications with IID.

Line Restoration Instructions:

Series capacitors on the Hassayampa – North Gila #2 500 kV line must be bypassed and at least two 500 kV line reactors must be switched on before this line section can be energized. The line is energized from Hassayampa then synchronized at North Gila. Synch check relays will not allow synchronizing at North Gila or Hassayampa when the line-closing angle exceeds 50 degrees. If necessary, reduce Arizona imports into California to allow synchronization.

Testing Instructions:

Miguel – Imperial Valley and Imperial Valley – North Gila 500 kV lines must be in service prior to testing.

Line Switching Procedure

The line will normally be opened at Hassayampa and de-energized from Hoodoo Wash or North Gila via the direct transfer trip. The Hoodoo Wash or North Gila 500 kV bus voltage is not to exceed 500 kV prior to opening the line.

All disconnect switching on the 500 kV line terminals will be handled jointly by the SRP System Operator and the APS System Operator.

The line is to be energized for test from Hoodoo Wash or North Gila with both 500 kV shunt reactors in service. The Hoodoo Wash or North Gila 500 kV bus voltage is not to exceed 500 kV.

Following a successful test, open the 500 kV CB at Hoodoo Wash or North Gila.

The SRP System Operator will energize the 500 kV line from Hassayampa as appropriate.

APS will then synchronize and close the Hassayampa 500 kV CB at Hoodoo Wash or North Gila.

Clearances

An intercompany Clearance will only be issued to the party performing the work. Neither party will issue a Clearance to its station or field personnel on the line until it has obtained a Clearance from the other party. Each party will record such Clearances.

PUBLIC VERSION

CEII Material Redacted

CRITICAL ENERGY INFRASTRUCTURE INFORMATION

REDACTED PURSUANT

TO 18 C.F.R § 388.112

REVENUE METERING AND TELEMETRY AT INTERCONNECTION POINTS

SRP and CAISO metering shall meet any metering standards mutually agreed upon by the Parties for the purpose of operating their adjacent Balancing Authority Areas. SRP and the CAISO shall be entitled to witness testing of the involved interconnection metering. Any change or modification to such metering equipment by SRP or the CAISO shall be coordinated between the Parties. SRP shall allow daily, once a day, read-only access by the CAISO to direct poll revenue data from the interconnection revenue metering in five (5) minute intervals at the metering points identified in this Schedule A. The CAISO shall allow daily, once a day, read-only access by SRP to direct poll revenue data from the interconnection revenue metering in five (5) minute intervals at the interconnection points identified in this Schedule A.

SRP and the CAISO shall maintain arrangements that ensure that both Parties shall have access to the same real-time data from the points identified in this Schedule A between their Balancing Authority Area interconnections for the purpose of complying with NERC reliability standards. The Parties understand that each Party wants to obtain MW and MVAR data from interconnection metering, which may include RTUs, at the points identified in this Schedule A between their Balancing Authority Area interconnections. The Parties agree to allow each other to directly poll real-time data from metering at the interconnection substations under the other Party's operational control as a Balancing Authority. In the event that a second communication port of the RTU is not available for direct polling by a Party, the Party shall have the option to provide a RTU to the substation owner for the purpose of establishing a communication port available for direct polling by such Party.

This Schedule A shall remain in effect until it is superseded by mutual written agreement by the Parties or is terminated, either by written notice from an individual Party or by written consent by both Parties, in accordance with Section 2.1 of the Agreement.

Schedule B

EMERGENCY ENERGY [Sections 3.3 and 6.1]

In accordance with EOP-011, the Parties will, to the extent possible, assist each other in an emergency by scheduling energy. Such emergency assistance will be available at the sole discretion of the Party supplying it and will be recallable without advance notice as required to meet reliability requirements. The Parties will agree upon and log MW values, start and end times, ramp rates and times, and integrated values for any emergency assistance provided.

The emergency assistance to be provided by a Party will be for system reliability. Such emergency assistance may be estimated prior to delivery and finalized in the settlement process.

The price paid for CAISO emergency assistance will be at the CAISO market price for the energy sold, plus all applicable charges, as specified in the CAISO Tariff for emergency assistance. Such price may be estimated prior to delivery and finalized in the settlement process. Payment to the CAISO for emergency assistance provided by the CAISO will be made by the Scheduling Coordinator representing SRP, in accordance with the settlement process, billing cycle, and payment timeline set forth in the CAISO Tariff.

The price paid for SRP emergency assistance will be at the price specified by SRP. In the event SRP does not specify the price for energy at the time of the request for emergency assistance and no other settlement price is established prior to the delivery of the emergency assistance, the default settlement price shall be the CAISO market price, plus all other applicable charges, as specified or as otherwise established in the CAISO Tariff for emergency assistance. If the default settlement price does not compensate SRP for the value of the emergency assistance delivered to the CAISO, SRP shall have the opportunity to justify a higher settlement price in accordance with the CAISO Tariff for emergency assistance. Payment to SRP for emergency assistance provided by SRP will be made to the Scheduling Coordinator representing SRP, in accordance with the settlement process, billing cycle, and payment timeline set forth in the CAISO Tariff.

Nothing in this Agreement shall obligate SRP to be bound by the CAISO Tariff unless expressly provided for.

This Schedule B shall remain in effect until it is superseded by mutual written agreement by the Parties or it is terminated, either by written notice from an individual Party or by written consent by both Parties, in accordance with Section 2.1 of the Agreement.

Schedule C

CONTACTS FOR NOTICES [Sections 6.1 and 6.11]

CAISO:

Name of Primary Representative:

Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email Address: RegulatoryContracts@caiso.com
Phone: (916) 608-7027
Fax No.: (916) 608-5063

Name of Alternate Representative:

Riddhi Ray
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630

SRP:

Name of Primary

Director, Transmission Generation Operations:
Title: P.O. Box 52025
Mailing Address: Phoenix, AZ 85072-2025
City/State/Zip Code:

Name of Alternate

Manager, Grid Ops Support
Title: P.O. Box 52025
Mailing Address: Phoenix, AZ 85072-2025
City/State/Zip Code:

This Attachment shall remain in effect until superseded by written notice from either of the Parties.

Attachment A-2 – Executed Agreement – Figures 1 & 2
Adjacent Balancing Authority Operating Agreement
Between
Salt River Project
and the
California Independent System Operator Corporation
May 30, 2025

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

Attachment B – Notice of Termination of the ICAOA

Between

Salt River Project

and the

California Independent System Operator

Corporation

May 30, 2025

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

**California Independent System
Operator Corporation**

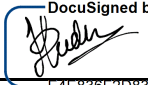
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Docket No. ER25-____-000

NOTICE OF TERMINATION

Notice is hereby given that effective August 1, 2025, the California Independent System Operator Corporation ("CAISO") hereby terminates the Interconnected Control Area Operating Agreement between the CAISO and the Salt River Project ("SRP"), referenced as Rate Schedule No. 19. Notice of this termination has been served upon SRP, the California Public Utilities Commission, and the California Energy Commission.

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

By:  _____
Name: Dede Subakti _____
Title: VP, System Operations _____

Dated: 5/27/2025

**Attachment C – Form of Protective Agreement
Adjacent Balancing Authority Operating Agreement
Between
Salt River Project
and the
California Independent System Operator Corporation
May 30, 2025**

PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into this ____ day of _____, 2019 by and between the California Independent System Operator Corporation (“CAISO”) and _____ (“Intervenor”), or *vice versa*, in connection with the proceeding before the Federal Energy Regulatory Commission (the “Commission”) in Docket No. _____. The CAISO and Intervenor are sometimes referred to as herein individually as a “Party” or jointly as the “Parties.”

1. The CAISO filed Protected Materials in the above-referenced Commission proceeding and Intervenor is a Participant in such proceeding, as the term Participant is defined in 18 C.F.R. Section 385.102(b), or has filed a motion to intervene or a notice of intervention in such proceeding. The CAISO and Intervenor enter into this Agreement in accordance with their respective rights and obligations set forth in 18 C.F.R. Section 388.112(b)(2). Notwithstanding any order terminating such proceeding, this Agreement shall remain in effect until specifically modified or terminated by the Commission or court of competent jurisdiction.

2. This Agreement applies to the following two categories of Protected Materials: (A) a Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) a Party shall designate as protected those materials which contain privileged trade secret, commercial and financial information, as defined in 18 C.F.R. Section 388.107.

3. Definitions – For purposes of this Agreement:

(a) (1) The term “Protected Materials” means (A) materials provided by a Party in association with this proceeding and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) notes of Protected Materials; and (D) copies of Protected Materials. The Party producing the Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Party producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information – Do Not Release.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(a)(1). Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document contained in the publicly-available files of the Commission or of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which

becomes public knowledge, other than through disclosure in violation of this Agreement, or (C) any information or document labeled as “Non-Internet Public” by a Party, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stats. & Regs. ¶ 31,140 (2003). Protected Materials do include any information or documents contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(b) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Reviewing Representatives who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that they have read the Agreement and agree to be bound by it. Each Party shall provide a copy of the Non-Disclosure Certificate(s) executed by its Reviewing Representative(s) to the other Party prior to such Reviewing Representative(s) receiving access to any Protected Materials.

(c) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) an attorney retained by a Party for purposes of this proceeding;
- (2) attorneys, paralegals, and other employees associated for purposes of this proceeding with an attorney described in Paragraph (3)(c)(1);
- (3) an expert or employee of an expert retained by a Party for the purpose of advising, preparing or testifying in this proceeding;
- (4) a person designated as a Reviewing Representative by order of the Commission; or
- (5) employees or other representatives of a Party with significant responsibility for matters involving this proceeding.

4. Protected Materials shall be made available under the terms of this Agreement only to Parties and only through their Reviewing Representative(s) as provided in Paragraphs 7-9.

5. Protected Materials shall remain available to a Party until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Party shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period the Party, if requested to do so, shall also submit to the producing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be

maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9.

7. Protected Materials shall be treated as confidential by the Party and its Reviewing Representative(s) in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of 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 Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy or the buying or selling of generating assets, the direct supervision of any employee or employees whose duties include the foregoing, the provision of consulting services to any person whose duties include the foregoing, or the direct supervision of any employee or employees whose duties include the foregoing, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that a Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3(c) above, the Party shall seek agreement from the Party providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(c) above with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the Commission for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Agreement.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing

Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected 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 Agreement and the certification.

11. Subject to Paragraph 17, the Commission shall resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, the Parties shall use their best efforts to resolve it. If a Party contests the designation of materials as protected, it shall notify the Party that provided the Protected Materials by specifying in writing the materials whose designation is contested. This Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the Party, within said 5-day period, files a motion with the Commission, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Party seeking protection. If the Commission finds that the materials at issue are not entitled to protection, the procedures of Paragraph 17 shall apply. The procedures described above shall not apply to Protected Materials designated by a Party as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Agreement unless a Party requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials, including the portion of any hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or by other appropriate means endorsed to the effect that they are protected pursuant to this Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release." For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list. Counsel for the producing Party shall, upon the request of a Party, provide a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons. If any Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in pleadings, testimony or exhibits to these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Party shall first notify both counsel for the disclosing Party and the Commission of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission.

13. Nothing in this Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

14. Nothing in this Agreement shall preclude any Party from requesting the Commission or any other body having appropriate authority to find that this Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Agreement. The Commission may alter or amend this Agreement as circumstances warrant at any time during the course of this proceeding.

15. The Parties may amend this Agreement only by mutual consent and in writing, provided, however, that a Party has the right to seek changes to this Agreement as appropriate from the Commission.

16. All Protected Materials filed with the Commission, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or by other appropriate means bearing prominent markings indicating that the contents include Protected Materials subject to this Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

17. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Agreement for three (3) business days from the date of issuance of the Commission's decision, and if the Party seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. No Party waives its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The provisions of 18 C.F.R. Sections 388.112 and 388.113 shall apply to any requests for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

18. Nothing in this Agreement shall be deemed to preclude either Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

19. Neither Party waives the right to pursue any other legal or equitable remedies that may be available in the event of actual anticipated disclosure of Protected Materials.

20. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement and shall be used only in connection with this proceeding. Any violation of this Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

IN WITNESS WHEREOF, the Parties each have caused this Protective Agreement to be signed by their respective duly authorized representatives as of the date first set forth above.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Representing CAISO

Representing Intervenor

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement dated _____, 20____ by and between the CAISO and _____ concerning materials in Federal Energy Regulatory Commission Docket No. _____, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Name: _____

Title: _____

Representing: _____