

September 2, 2022

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Re: California Independent System Operator Corporation
Filing of WEIM Participation Agreements with the
Western Area Power Administration**

Docket No. ER22-___-000

Dear Secretary Bose:

The California Independent System Operator Corporation (“CAISO”) submits for Commission acceptance six individual service agreements (“WEIM Participation Agreements”) between the CAISO and the United States Department of Energy, acting by and through the Western Area Power Administration¹ (“WAPA-DSW”).² The WEIM Participation Agreements set forth the legal obligations and operational rules that will govern WAPA’s desert southwest region’s participation in the CAISO’s Western Energy Imbalance Market (“WEIM”).³ The WEIM is the vehicle by which entities outside the CAISO’s balancing authority area participate in the CAISO’s real-time market, which

¹ WAPA’s Desert Southwest region (“WAPA-DSW”) manages transmission facilities in Arizona, California, and Nevada. WAPA-DSW markets power from the Boulder Canyon and Parker-Davis Projects to wholesale customers in Arizona, southern California, and southern Nevada. WAPA-DSW’s balancing authority, Western Area Lower Colorado (“WALC BA”), is adjacent to CAISO’s Balancing Authority Area.

² The CAISO submits the EIM Participation Agreements pursuant to Section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d.

³ The EIM Participation Agreements included in this filing are individually designated as service agreements under the CAISO tariff as follows: EIM Entity Agreement - Service Agreement No. 6992 (“EIM Entity Agreement”); EIM Entity Scheduling Coordinator Agreement - Service Agreement No. 6989 (“EIM Entity Scheduling Coordinator Agreement”); EIM Participating Resource Agreement - Service Agreement No. 7133 (“EIM Participating Resource Agreement”); EIM Participating Resource Scheduling Coordinator Agreement - Service Agreement No. 7023 (“EIM Participating Resource Scheduling Coordinator Agreement”); EIM Entity Meter Service Agreement for Scheduling Coordinators (Merchant) - Service Agreement No. 7175 (“EIM Entity Meter Service Agreement - Merchant”); and EIM Participating Resource Meter Service Agreement for Scheduling Coordinators (Transmission) - Service Agreement No. 7177 (“EIM Participating Resource Scheduling Coordinator Meter Service Agreement - Transmission”).

WAPA will join on April 5, 2023.⁴ Under the WEIM Participation Agreements, WAPA will comply with the CAISO tariff provisions applicable to WEIM participants, with certain limited modifications to account for WAPA's status as a federal entity.

The CAISO requests that the Commission accept the WEIM Participation Agreements effective November 2, 2022 (*i.e.*, 61 days after the date of this filing), so the CAISO and WAPA can timely complete all necessary actions to enable WAPA to commence participation in the WEIM on April 5, 2023. In particular, parallel operations are planned to commence in January 2023, with integration and market simulation activities leading up to that time. Having the WEIM Participation Agreements in effect at that time will provide confidence and ensure consistency between the ongoing readiness activities and the required readiness certification that will be submitted at least 30 days prior to production on April 5, 2023.

I. Background

The WEIM provides other balancing authority areas in the Western Interconnection with the opportunity to participate in the real-time market for imbalance energy that the CAISO operates in its own balancing authority area. PacifiCorp's two balancing authority areas (PacifiCorp East and PacifiCorp West) were the first to join the WEIM in 2014. Since then, the WEIM has continued to develop and attract the interest of a diverse array of participants throughout the Western Interconnection.⁵ Adding to this diverse group, WAPA will be the second federal entity to join the WEIM as a WEIM entity in its own right.⁶

II. WEIM Participation Agreements with WAPA

The WEIM Participation Agreements account for legal and regulatory issues unique to WAPA as a federal entity.⁷ The approach here aligns with the federal entity provisions accepted by the Commission with respect to the Bonneville Power

⁴ See Letter Order, ER21-2950, November 17, 2021 (accepting the WAPA-DSW EIM Implementation Agreement).

⁵ WEIM materials concerning current and planned participants are available at: <https://www.westerneim.com/Pages/About/default.aspx>. As indicated on that website, there are currently 15 active WEIM participants (including the CAISO balancing authority area) and 7 pending WEIM participants (including WAPA-DSW).

⁶ The Western Area Power Administration – Sierra Nevada Region, which is also a federal entity, participates in the WEIM within the balancing authority area of the Balancing Authority of Northern California. The Bonneville Power Administration was the first federal entity WEIM participant in its own right.

⁷ WAPA is a federal power marketing administration that was created in 1977 by section 302(a) of the Department of Energy Organization Act. Pub. L. No. 95-91 (Aug. 4, 1977), now codified at 42 U.S.C. § 7152(a).

Administration.⁸ The discussion below explains the specific differences between each WEIM Participation Agreement and the corresponding *pro forma* service agreement contained in Appendix B to the CAISO tariff.⁹

A. EIM Entity Agreement

The recitals to the EIM Entity Agreement explain the scope of WAPA's responsibilities, and section 1.3 recognizes WAPA's status as a non-jurisdictional utility. Section 7.1 was amended to reflect limitations on WAPA-DSW's ability to issue certain contractual warranties. Section 10.4 clarifies the governing law and forum applicable to WAPA's participation in the WEIM consistent with its federal entity status. Section 10.6 clarifies the application of environmental statutes WAPA-DSW must comply with before taking certain actions in the future, potentially affecting the environment. Clarifying the application of environmental statutes was important to assure WAPA-DSW that its participation in the WEIM would not confuse or undermine its obligation to conduct an environmental review before taking actions that require such a review. Finally, section 10.11 incorporates standard federal provisions from the WAPA-DSW EIM Implementation Agreement.

B. EIM Entity Scheduling Coordinator Agreement

Section 1.3 of the EIM Entity Scheduling Coordinator Agreement recognizes WAPA's status as a non-jurisdictional utility, and section 13.4 clarifies the governing law and forum applicable to WAPA's participation in the WEIM consistent with its federal entity status. Also, section 7.1 was amended to clarify the application of the federal entity provisions in section 13.5, and section 13.10 was added to incorporate standard federal provisions from the WAPA-DSW EIM Implementation Agreement.

C. EIM Participating Resource Agreement

The recitals to the EIM Participating Resource Agreement explain the scope of WAPA-DSW's responsibilities, and section 1.3 recognizes WAPA-DSW's status as a non-jurisdictional utility. Section 11.4 clarifies the governing law and forum applicable to WAPA-DSW's participation in the WEIM consistent with its federal entity status. Also, section 5.1 was amended to clarify the application of the federal entity provisions in section 11.5, and section 11.10 was added to incorporate standard federal provisions from the WAPA-DSW EIM Implementation Agreement.

⁸ See Commission Letter Order, ER22-25, November 17, 2021 (accepting EIM participation agreements with similar provisions to address the status of the Bonneville Power Administration as a federal entity).

⁹ See CAISO tariff, Appendices B.6-B.7 and B.17-B.20.

D. EIM Participating Resource Scheduling Coordinator Agreement

Section 1.3 of the EIM Participating Resource Scheduling Coordinator Agreement recognizes WAPA's status as a non-jurisdictional utility, and section 13.4 clarifies the governing law and forum applicable to WAPA's participation in the WEIM consistent with its federal entity status. Also, section 7.1 was amended to clarify the application of the federal entity provisions in section 13.5, and section 13.10 was added to incorporate standard federal provisions from the WAPA-DSW EIM Implementation Agreement.

E. EIM Entity Scheduling Coordinator Meter Service Agreement - Merchant

Section 1.3 of the EIM Entity Scheduling Coordinator Meter Service Agreement recognizes WAPA's status as a non-jurisdictional utility, and section 11.4 clarifies the governing law and forum applicable to WAPA's participation in the WEIM consistent with its federal entity status. Also, section 4.1 was amended to clarify the application of the federal entity provisions in section 11.5, and section 11.10 was added to incorporate standard federal provisions from the WAPA-DSW EIM Implementation Agreement.

F. EIM Participating Resource Scheduling Coordinator Meter Service Agreement - Transmission

Section 1.3 of the EIM Participating Resource Scheduling Coordinator Meter Service Agreement recognizes WAPA's status as a non-jurisdictional utility, and section 11.4 clarifies the governing law and forum applicable to WAPA-DSW's participation in the WEIM consistent with its federal entity status. Also, section 4.1 was amended to clarify the application of the federal entity provisions in section 11.5, and section 11.10 was added to incorporate standard federal provisions from the WAPA-DSW EIM Implementation Agreement.

III. Effective Date

The CAISO requests that the Commission accept the WEIM Participation Agreements for filing effective November 2, 2021, *i.e.*, 61 days after the date of this filing. WAPA's participation in the WEIM is targeted to commence on April 5, 2023, and the CAISO and WAPA must engage in activities that support a certification of readiness at least 30 days prior to that implementation date.¹⁰ Having the WEIM Participation Agreements in effect at that time will provide confidence and ensure consistency between the ongoing readiness activities.

¹⁰ See CAISO tariff, sections 29.2(b)(6)-(7).

IV. Service

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

V. Contents of Filing

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

Attachment A The WEIM Participation Agreements executed by the CAISO and WAPA-DSW [A.1-A.6].

Attachment B The WEIM Participation Agreements redlined against the *pro forma* agreements [B.1-B.6]

VI. Correspondence

Pursuant to Rule 203(b) of the Commission's Rules of Practice and Procedure,¹¹ the CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John C. Anders
Assistant General Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Tel: (916) 608-7287
E-mail: janders@caiso.com

¹¹ 18 C.F.R. § 385.203(b).

VII. Conclusion

The CAISO requests that the Commission accept the enclosed WEIM Participation Agreements effective November 2, 2022. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John C. Anders

Roger E. Collanton
General Counsel
Burton A. Gross
Deputy General Counsel
John C. Anders
Assistant General Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630

*Attorneys for the California Independent
System Operator Corporation*

Attachment A – Clean Agreements

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

Attachment A.1 – EIM Entity Agreement – Service Agreement No. 6992

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

X

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**The United States of America, Department
of Energy, acting by and through
Western Area Power Administration
Desert Southwest Region**

EIM ENTITY AGREEMENT

ENERGY IMBALANCE MARKET ENTITY AGREEMENT

THIS ENERGY IMBALANCE MARKET ENTITY AGREEMENT (“AGREEMENT”) is established this 29th day of December, 2021 and is accepted by and between:

The United States of America, Department of Energy, acting by and through Western Area Power Administration – Desert Southwest Region (“EIM Entity”), having its registered and principal executive office at 615 South 43rd Ave., Phoenix, AZ 85009, and

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

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

Whereas:

- A. The EIM Entity is a federal power marketing administration that markets electric power from multiple generating resources, including the Boulder Canyon Project and the Parker-Davis Project owned and operated by the United States Bureau of Reclamation.
- B. The EIM Entity owns and/or operates high voltage transmission systems including the Pacific-Northwest Pacific-Southwest Intertie Project, the Parker-Davis Project and the Central Arizona Project in Arizona, California and Nevada, and provides transmission service in accordance with an open access transmission tariff (“OATT”), including balancing Energy services.
- C. The Parties named above operate Balancing Authority Areas. Specifically, the EIM Entity operates the Western Area Lower Colorado (WALC) balancing authority area.
- D. The EIM Entity provides transmission service in accordance with an open access transmission tariff (“OATT”), including balancing Energy services.
- E. The CAISO operates the Real-Time Market pursuant to the CAISO Tariff.

- F. There are third party transmission service providers within the EIM Entity Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems.
- G. The Parties are entering into this Agreement to enable the EIM Entity to participate in the CAISO's Real-Time Market and to provide Energy Imbalance Market services within the EIM Entity Balancing Authority Area, including Real-Time transfers of Energy among the CAISO Balancing Authority Area and other EIM Entity Balancing Authority Areas.

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

ARTICLE I

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

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
 - (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) "includes" or "including" shall mean "including without limitation";
 - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;

- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) unless the context requires otherwise, “or” is used in the conjunctive sense; and
- (l) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

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

ARTICLE II

RESPONSIBILITIES OF EIM ENTITY AND CAISO

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

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

ARTICLE III

TERM AND TERMINATION

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

3.2 Termination

3.2.1 Termination by CAISO. The CAISO may terminate this Agreement by giving written notice of termination pursuant to Section 29.1(d) of the CAISO Tariff or in the event that the EIM Entity commits any material default under this Agreement or Section 29 of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the EIM Entity written notice of the default, unless the default is excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC Orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC Orders.

3.2.2 Termination by EIM Entity. In the event that the EIM Entity no longer wishes to enable Energy Imbalance Market services within its Balancing Authority Area pursuant to the CAISO Tariff, it may terminate this Agreement on giving the CAISO not less than one-hundred and eighty (180) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC Orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination or upon the next production date of the Full-Network Model release following the one-hundred and eighty (180) days after the CAISO's receipt of the EIM Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC Orders.

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

ARTICLE IV

CAISO TARIFF

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

ARTICLE V

COSTS

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

ARTICLE VI

DISPUTE RESOLUTION

- 6.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS

- 7.1 Representations.** Each Party represents that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

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

ARTICLE VIII

LIABILITY

- 8.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE IX

UNCONTROLLABLE FORCES

- 9.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

MISCELLANEOUS

- 10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.
- 10.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to

this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

- 10.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 10.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 10.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 10.6 Environmental Laws and Regulations.** The Parties acknowledge and understand that as a federal agency, the EIM Entity has certain obligations and responsibilities under the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 et seq., and other environmental laws that must be fulfilled before it can take any action potentially affecting the environment. In the event that at some point in the future any action related to the EIM Entity's participation in the CAISO's Real-Time Market requires environmental compliance review prior to taking such action, this Agreement shall not be construed as restricting the EIM Entity's absolute right to conduct and complete the environmental reviews it deems necessary in its sole discretion before making a decision regarding whether and how to proceed with any such action. For avoidance of doubt, notwithstanding this provision, the EIM Entity shall remain responsible for all financial consequences of any bids, schedules or other transactions it may enter through its participation in the CAISO Real-Time Market.

- 10.7 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 10.8 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 10.9 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Entity shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 10.10 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.
- 10.11 Federal Provisions.** The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021 in Docket No. ER-21-2950-000.

10.12 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.



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: DocuSigned by:
Neil Millar
9290FA180EA04FB...

Name: Neil Millar

Title: Vice President Infrastructure and Ops Planning

Date: 12/29/2021

**UNITED STATES OF AMERICA
Department of Energy
Western Area Power Administration**

By: DocuSigned by:
Jack D. Murray
730CE014F5BA400...

Name: Jack D. Murray

Title: Acting Senior Vice President and Desert Southwest Regional Manager

Date: 12/29/2021

SCHEDULE 1

NOTICES

[Section 10.2]

EIM Entity Scheduling Coordinator

Name of Primary Representative: Jack Murray
Title: Acting Senior Vice President and Desert Southwest Regional Manager
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix AZ 85009
Email Address: jmurray@wapa.gov
Phone: 602-605-2440
Fax: N/A

Name of Alternative Representative: Jonathan Aust
Title: Vice President of Power Operations for Colorado River Storage Project Management Center, Desert Southwest Region and Rocky Mountain Region
Company: Western Area Power Administration Desert Southwest Region
Address: 5555 East Crossroads Boulevard
City/State/Zip Code: Loveland CO 80538
Email Address: aust@wapa.gov
Phone: 970-461-7354
Fax: N/A

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment A.2 – EIM Entity Scheduling Coordinator Agreement – Service Agreement No. 6989

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022



**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION**

**EIM ENTITY
SCHEDULING COORDINATOR AGREEMENT**



**ENERGY IMBALANCE MARKET ENTITY
SCHEDULING COORDINATOR AGREEMENT**

THIS ENERGY IMBALANCE MARKET ENTITY SCHEDULING COORDINATOR AGREEMENT (“AGREEMENT”) is established this 5th day of June, 2022, and is accepted by and between:

The United States of America, Department of Energy, acting by and through Western Area Power Administration – Desert Southwest Region (“EIM Entity Scheduling Coordinator”) having its registered and principal executive office at 615 South 43rd Avenue, Phoenix, AZ 85009, and

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

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

Whereas:

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

NOW IT IS HEREBY AGREED as follows:

- 1. Definitions, Interpretation and EIM Entity Scheduling Coordinator’s Non-Jurisdictional Status.**
 - 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
 - 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
 - (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;

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

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

2. Covenant of the EIM Entity Scheduling Coordinator.

2.1 The EIM Entity Scheduling Coordinator agrees that:

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

3. Term and Termination.

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

4. Settlement Account.

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

5. Agreement to be bound by CAISO Tariff.

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

6. Electronic Contracting.

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

7. Penalties and Sanctions.

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

8. Costs.

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

9. Dispute Resolution.

- 9.1** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of

the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

10. Representation and Warranties.

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

11. Liability.

11.1 The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

12. Uncontrollable Forces.

12.1 Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

13. Miscellaneous.

13.1 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

13.2 Notices. Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as

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

- 13.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 13.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 13.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 13.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 13.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

- 13.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Entity Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 13.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.
- 13.10 Federal Provisions.** The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-0000.
- 13.11 Electronic Signatures.** The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.



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

California Independent System Operator Corporation

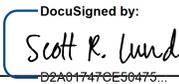
By:  _____
9230FA193EA04FB...

Name: Neil Millar

Title: Vice President Infrastructure and Ops Planning

Date: 6/2/2022

**UNITED STATES OF AMERICA
Department of Energy
Western Area Power Administration**

By:  _____
D2A01747CE50475...

Name: Scott R. Lund

Title: Acting Senior Vice President and DSW Regional Manager

Date: 6/5/2022

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

Name of Primary Representative: Dan DeGracie
Title: Power Operations Center Manager
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: degracie@wapa.gov; WALC_WACM_OPS@wapa.gov
Phone: 602-605-2615
Fax: N/A

Name of Alternative Representative: Soan Shaw
Title: Power Operations Center Supervisor
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: shaw@wapa.gov
Phone: 602-605-2549
Fax: N/A

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment A.3 – EIM Participating Resource Agreement – Service Agreement No. 7133

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

THE UNITED STATES OF AMERICA,

DEPARTMENT OF ENERGY,

ACTING BY AND THROUGH

WESTERN AREA POWER

ADMINISTRATION

DESERT SOUTHWEST REGION

EIM PARTICIPATING RESOURCE

AGREEMENT

**ENERGY IMBALANCE MARKET
PARTICIPATING RESOURCE AGREEMENT**

THIS ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE AGREEMENT (“AGREEMENT”) is established this 30th day of August, 2022, and is accepted by and between:

- (1) **The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region** (“EIM Participating Resource”), having its registered and principal executive office at 615 South 43rd Avenue, Phoenix, AZ 85009,
and
- (2) **California Independent System Operator Corporation (“CAISO”)**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The EIM Participating Resource and the CAISO are hereinafter referred to as the “Parties.”

Whereas:

- A.** The CAISO operates a Real-Time Market for Energy pursuant to the CAISO Tariff.
- B.** The EIM Participating Resource is a federal power marketing administration that markets electric power from multiple generating resources, including but not limited to the Lower Colorado Region’s Hoover, Davis and Parker Dams that are owned and operated by the U.S. Bureau of Reclamation.
- C.** The EIM Participating Resource receives balancing Energy service from an EIM Entity in accordance with the EIM Entity’s open access transmission tariff or from another transmission service provider within the EIM Entity Balancing Authority Area.
- D.** The Parties wish to enter into this Agreement to establish the terms and conditions for participation in the CAISO’s Real-Time Market by the EIM Participating Resource in accordance with Section 29 of the CAISO Tariff.

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

ARTICLE I**DEFINITIONS, INTERPRETATION, AND PARTICIPATING RESOURCE NON-JURISDICTIONAL STATUS**

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
 - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
 - (j) unless the context requires otherwise, “or” is used in the conjunctive sense;
 - (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and

(l) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

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

ARTICLE II

RESPONSIBILITIES OF EIM PARTICIPATING RESOURCE

2.1 EIM Participating Resource Scheduling Coordinator. The EIM Participating Resource shall be represented by an EIM Participating Resource Scheduling Coordinator, which may be the EIM Participating Resource or another entity certified by the ISO to perform the functions of an EIM Participating Resource Scheduling Coordinator.

2.2 EIM Resources. The EIM Participating Resource has identified on Schedule 1 all EIM Resources that it owns, operates, has a contractual entitlement to, or that otherwise will be included in the Master File.

2.2.1 Technical Characteristics. The EIM Participating Resource has provided to the CAISO in Schedule 1 the required information regarding the operating characteristics of each EIM Resource listed in Schedule 1, in addition to any further level of detail that may be required by Section 29 of the CAISO Tariff.

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

ARTICLE III

TERM AND TERMINATION

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

3.2 Termination

3.2.1 Termination by CAISO. Subject to Section 5.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the EIM Participating Resource commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to the EIM Participating Resource, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

3.2.2 Termination by EIM Participating Resource. In the event that the EIM Participating Resource no longer wishes to submit Bids and transmit Energy over the CAISO Controlled Grid, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Section 2.2.2, the EIM Participating Resource may modify Schedule 1 to remove EIM Resources which it no longer owns or no longer has contractual entitlement to and such modification shall be effective upon receipt by the CAISO. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the

preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the EIM Participating Resource's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV

CAISO TARIFF

- 4.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EIM Participating Resource shall abide by, and shall perform all of the obligations under the CAISO Tariff placed on EIM Participating Resources in respect of all matters set forth therein.

ARTICLE V

PENALTIES AND SANCTIONS

- 5.1 Penalties.** Subject to Section 11.5 of this Agreement, if the EIM Participating Resource fails to comply with any provisions of this Agreement, the CAISO shall be entitled to impose penalties and sanctions on the EIM Participating Resource. No penalties or sanctions may be imposed under this Agreement unless a CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO Alternative Dispute Resolution ("ADR") Procedures, shall be construed as waiving the rights of the EIM Participating Resource to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the EIM Participating Resource.

- 5.2 Corrective Measures.** If the EIM Participating Resource fails to meet or maintain the requirements set forth in this Agreement or Section 29 of the CAISO Tariff, the CAISO shall be permitted to take any of the measures, contained or referenced in Section 29 of the CAISO Tariff, which the CAISO deems to be necessary to correct the situation.

ARTICLE VI

COSTS

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

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Approvals.** The EIM Participating Resource represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Participating Resource prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE IX

LIABILITY

- 9.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 2. A Party must update the information in Schedule 2 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the

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

- 11.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.
- 11.10 Federal Provisions.** The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-0000.
- 11.11 Electronic Signatures.** The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.



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: DocuSigned by:
Deborah A. Le Vine
FD37AE0BAAF54EC...

Name: Deborah A. Le Vine

Title: Director, Infrastructure Contracts & Mgmt

Date: 8/26/2022

The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region

By: DocuSigned by:
Jack D. Murray
736CE014F5BA468...

Name: Jack D. Murray

Title: Senior Vice President and Desert Southwest Regional Manager

Date: 8/30/2022

SCHEDULE 2**NOTICES****[Section 11.2]****EIM Participating Resource**

Name of Primary Representative: John Paulsen
Title: Energy Management and Marketing Manager
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: paulsen@wapa.gov
Phone: 602-605-2557
Fax No: N/A

Name of Alternative Representative: David Young
Title: Energy Management and Marketing Supervisor
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: youngd@wapa.gov
Phone: 602-605-2859
Fax No: N/A

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Company: California Independent System Operator
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Senior Manager, Regulatory Contracts
Company: California Independent System Operator
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment A.4 – EIM Participating Resource Scheduling Coordinator Agreement –

Service Agreement No. 7023

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022



**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION**

**EIM PARTICIPATING RESOURCE
SCHEDULING COORDINATOR
AGREEMENT**



ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE SCHEDULING COORDINATOR AGREEMENT

THIS ENERGY IMBALANCE MARKET (EIM) PARTICIPATING RESOURCE SCHEDULING COORDINATOR AGREEMENT (“AGREEMENT”) is made this 5th day of June, 2022, and is entered into, by and between:

The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region (“EIM Participating Resource Scheduling Coordinator”) having its registered and principal executive office at 615 South 43rd Avenue, Phoenix, AZ 85009,

and

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

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

Whereas:

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

NOW IT IS HEREBY AGREED as follows:

- 1. Definitions, Interpretation and EIM Participating Resource Scheduling Coordinator's Non-Jurisdictional Status.**
- 1.1 Master Definitions Supplement.** Terms and expressions used in this Agreement shall have the same meanings as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
 - (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) "includes" or "including" shall mean "including without limitation";
 - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
 - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
 - (j) unless the context requires otherwise, "or" is used in the conjunctive sense;

- (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (l) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

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

2. Covenant of the EIM Participating Resource Scheduling Coordinator.

2.1 The EIM Participating Resource Scheduling Coordinator agrees that:

2.1.1 CAISO Tariff Section 29 governs all aspects of bidding and scheduling of Energy in the Real-Time Market, including (without limitation), the financial and technical criteria applicable to EIM Participating Resource Scheduling Coordinators, and other bidding, Settlement, information reporting requirements, and confidentiality restrictions applicable to EIM Participating Resource Scheduling Coordinators;

2.1.2 It shall abide by, and shall perform all of the obligations under Section 29 of the CAISO Tariff placed on EIM Participating Resource Scheduling Coordinators in respect of all matters set forth therein, including, without limitation, ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality, and dispute resolution;

2.1.3 It shall ensure that each EIM Participating Resource for which it submits Bids enters into an EIM Participating Resource Agreement in accordance with Section 29 of the CAISO Tariff;

2.1.4 It shall have the primary responsibility to the CAISO, as principal, for all EIM Participating Resource Scheduling Coordinator payment obligations pursuant to Section 29 of the CAISO Tariff; and

2.1.5 Its status as an EIM Participating Resource Scheduling Coordinator is at all times subject to Section 29 of the CAISO Tariff.

3. Term and Termination.

3.1 This Agreement shall commence on the later of (a) the date of execution of this Agreement or (b) the date the EIM Participating Resource Scheduling Coordinator is certified by the CAISO as an EIM Participating Resource Scheduling Coordinator.

3.2 This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the EIM Participating Resource Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with Federal Energy Regulatory Commission ("FERC"), if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC rules regarding termination.

4. Settlement Account.

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

5. Agreement to be bound by CAISO Tariff.

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

6. Electronic Contracting.

6.1 All submitted information, applications, schedules, Bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (e.g. direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and

other implications as set forth in the terms and conditions of Section 29 of the CAISO Tariff as if executed in written format.

7. Penalties and Sanctions.

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

8. Costs.

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

9. Dispute Resolution.

9.1 The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

10. Representation and Warranties.

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

11. Liability.

11.1 The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

12. Uncontrollable Forces.

12.1 Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

13. Miscellaneous.

13.1 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

13.2 Notices. Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

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

13.4 Governing Law and Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO

ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

- 13.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 13.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 13.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 13.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Participating Resource Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.



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

13.10 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-0000.

13.11 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.



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

California Independent System Operator Corporation

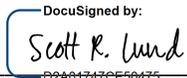
By:  _____
9296FA193EA64FB...

Name: Neil Millar

Title: Vice President Infrastructure and Ops Planning

Date: 6/2/2022

**UNITED STATES OF AMERICA
Department of Energy
Western Area Power Administration**

By:  _____
D2A01747CE80475...

Name: Scott R. Lund

Title: Acting Senior Vice President and DSW Regional Manager

Date: 6/5/2022

SCHEDULE 1

NOTICES

[Section 13.2]

EIM Participating Resource Scheduling Coordinator

Name of Primary Representative: John Paulsen
Title: Energy Management and Marketing Manager
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: paulsen@wapa.gov
Phone: 602-605-2557
Fax No: N/A

Name of Alternative Representative: David Young
Title: Energy Management and Marketing Supervisor
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: youngd@wapa.gov
Phone: 602-605-2859
Fax No: N/A



CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Senior Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment A.5 – EIM Entity Meter Service Agreement for Scheduling Coordinators (Merchant) –

Service Agreement No. 7175

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION**

**METER SERVICE AGREEMENT
FOR SCHEDULING COORDINATORS
(Merchant)**



**METER SERVICE AGREEMENT
FOR SCHEDULING COORDINATORS**

THIS AGREEMENT is dated this 30th day of August, 2022 and is entered into, by and between:

(1) **The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region**, having its registered and principal place of business located at 615 South 43rd Avenue, Phoenix, AZ, 85009 (the "SC");

and

(2) **California Independent System Operator Corporation ("CAISO")**, a California non-profit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

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

Whereas:

- A.** Section 10 of the CAISO Tariff requires the CAISO to enter into a meter service agreement with each Scheduling Coordinator responsible for providing Settlement Quality Meter Data for Scheduling Coordinator Metered Entities that it represents.
- B.** Section 10 of the CAISO Tariff requires Scheduling Coordinators to ensure that the Scheduling Coordinator Metered Entities that they represent adhere to the requirements and standards for Metering Facilities set forth in Section 10.3.
- C.** The Parties are entering into this Agreement in order to establish the terms and conditions upon which the CAISO and the Scheduling Coordinator shall discharge their respective duties and responsibilities pursuant to this Agreement and the CAISO Tariff.
- D.** All obligations and responsibilities included in this Agreement may be set forth in further detail in the CAISO Tariff.



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

ARTICLE I

DEFINITIONS, INTERPRETATION, AND SCHEDULING COORDINATOR NON-JURISDICTIONAL STATUS

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a section, article or schedule shall mean a section, article or a schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
 - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;



- (j) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement; and
- (l) references to the CAISO Tariff and other CAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the CAISO.

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

ARTICLE II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by Federal Energy Regulatory Commission ("FERC), if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

2.2 Termination

2.2.1 Termination by CAISO. Subject to Section 4.2 the CAISO may terminate this Agreement by giving written notice of termination in the event that the Scheduling Coordinator commits any default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the CAISO Tariff. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after

issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

2.2.2 Termination by SC. In the event that the Scheduling Coordinator wishes to terminate this Agreement, the Scheduling Coordinator shall give the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Scheduling Coordinator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE III

GENERAL TERMS AND CONDITIONS

- 3.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to the provisions of the CAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the CAISO Tariff.
- 3.2 Requirements and Standards for Metering Facilities.** The Scheduling Coordinator shall ensure that the Scheduling Coordinator Metered Entities it represents shall adhere to the requirements and standards for Metering Facilities of its Local Regulatory Authority. If that Scheduling Coordinator Metered Entity's Local Regulatory Authority has not set any requirements or standards in relation to any of its Metering Facilities, the Scheduling Coordinator representing that Scheduling Coordinator Metered Entity must comply with the requirements and standards for those Metering Facilities as set forth in this Agreement and the CAISO Tariff.



3.3 Obligations and Rights of the Scheduling Coordinator.

3.3.1 Meter Information. If the CAISO so requests, the Scheduling Coordinator shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to the meters for all Scheduling Coordinator Metered Entities it represents including the reference to specific distribution loss factors or methodology it proposes to use as determined by the relevant Utility Distribution Company (“UDC”) and approved by the relevant Local Regulatory Authority. The Scheduling Coordinator must immediately notify the CAISO of any changes to the information provided to the CAISO in accordance with this Section 3.3.1 and provide the CAISO with any information in relation to such change as reasonably requested by the CAISO. Any amendments or additions to Schedule 1 shall not constitute an amendment to this Agreement.

3.3.2 Assistance and Cooperation of Scheduling Coordinator. The Scheduling Coordinator shall ensure that the CAISO shall, upon reasonable notice, have access to the entire Metering Facilities of the Scheduling Coordinator Metered Entities that it represents from the meter data server to the Metering Facilities in order to inspect, test or otherwise audit those Metering Facilities.

3.3.3 Profiled and Cumulative Meter Data. The Scheduling Coordinator shall provide the CAISO with any applicable Approved Load Profile for each Scheduling Coordinator Metered Entity that it represents that is load profiled in accordance with the CAISO Tariff. The Scheduling Coordinator shall provide a copy of the Approved Load Profile applicable to each Scheduling Coordinator Metered Entity (if any) that it represents, which shall be set forth in Schedule 2 to this Agreement. The Scheduling Coordinator must immediately notify the CAISO of any changes to the Approved Load Profiles referred to in Schedule 2 to this Agreement and provide the CAISO with a copy of the new or amended Approved Load Profile. Such change to Schedule 2 shall not constitute an amendment to this Agreement.

3.3.4 Security and Validation Procedures. The Scheduling Coordinator shall apply to the Meter Data of the Scheduling Coordinator Metered Entities that it represents the security and validation procedures prescribed by the relevant Local Regulatory Authority. If the relevant Local Regulatory Authority has not prescribed any such procedures, the Scheduling Coordinator shall apply the procedures set forth in the CAISO Tariff. Meter Data submitted by a Scheduling Coordinator for Scheduling Coordinator Metered Entities shall conform to these standards unless the CAISO has, at its discretion, exempted the Scheduling Coordinator from these standards.



3.4 Obligations and Rights of the CAISO.

3.4.1 Exemptions Granted by CAISO. Any exemptions provided for under the CAISO Tariff that are granted by the CAISO shall be set forth in Schedule 3 to this Agreement. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

3.4.2 CAISO as Third-Party Beneficiary. The CAISO shall be a third-party beneficiary to the agreements between the Scheduling Coordinator and Scheduling Coordinator Metered Entities that the Scheduling Coordinator represents. Such agreements shall grant the CAISO access to any relevant information, records and facilities of the Scheduling Coordinator Metered Entity as needed for the CAISO to fulfill its obligations under this Agreement and the CAISO Tariff.

ARTICLE IV

PENALTIES & SANCTIONS

4.1 Penalties. Subject to Section 11.5 of this Agreement, if the Scheduling Coordinator provides inaccurate or incorrect Settlement Quality Meter Data or fraudulent Meter Data to the CAISO, the CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the Scheduling Coordinator. Fraudulent Meter Data means any data provided to the CAISO by the Scheduling Coordinator that the Scheduling Coordinator knows to be false, incorrect or incomplete at the time it provided it to the CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part A or in the CAISO Tariff. No penalties or sanctions, including the suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Scheduling Coordinator to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Scheduling Coordinator. The CAISO will provide notice to all Scheduling Coordinators of any filing of proposed penalties or sanctions with the FERC. The CAISO shall notify the Scheduling Coordinator of those approved penalties within 14 days of their approval by the FERC.



- 4.2 Corrective Measures.** If the Scheduling Coordinator or any Scheduling Coordinator Metered Entity that it represents fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as set forth in the CAISO Tariff, the CAISO shall be permitted to take corrective measures. Details of the corrective measures and rights the CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part B or in the CAISO Tariff.

ARTICLE V

ACCESS TO METER DATA

- 5.1 Third Parties.** Third parties that are authorized by the Scheduling Coordinator to access the Meter Data of a Scheduling Coordinator Metered Entity held by the CAISO and that are entitled to such Meter Data shall be identified in Schedule 5 to this Agreement. The Scheduling Coordinator shall not provide a third party access to Meter Data of a Scheduling Coordinator Metered Entity unless the Scheduling Coordinator has permission from that Scheduling Coordinator Metered Entity to provide that access. The relevant UDCs and Transmission Owners (“TOs”) shall be included in Schedule 5 provided that the Scheduling Coordinator Metered Entity has granted those UDCs and TOs access to its Meter Data. Any amendment or addition to Schedule 5 shall not constitute an amendment to this Agreement. The Scheduling Coordinator shall, on request by the Scheduling Coordinator Metered Entity, access the Meter Data held by the CAISO relating to that Scheduling Coordinator Metered Entity and provide that Meter Data to the Scheduling Coordinator Metered Entity in a timely manner.

ARTICLE VI

COSTS

- 6.1 Certification, Inspection and Auditing of Meters.** The Scheduling Coordinator shall be responsible for all reasonable costs incurred by the CAISO or a CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the Scheduling Coordinator provides Meter Data to the CAISO. The CAISO or CAISO Authorized Inspector will furnish the Scheduling Coordinator, upon request, an itemized bill for such costs.

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO Alternative Dispute Resolution (“ADR”) Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 Representations and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Authority.** The Scheduling Coordinator represents and warrants that all of the entities which it identifies on Schedule 1 as Scheduling Coordinator Metered Entities that it represents have granted it all necessary authority to enable it to carry out its obligations under this Agreement and the CAISO Tariff, and, subject to the execution and delivery by the CAISO, this Agreement will be enforceable against the Scheduling Coordinator in accordance with its terms.
- 8.3 Meter Data Access.** The Scheduling Coordinator represents and warrants that all third parties referred to in Schedule 5 to this Agreement have been authorized by the relevant Scheduling Coordinator Metered Entity as having access to its Settlement Quality Meter Data.

ARTICLE IX

LIABILITY AND INDEMNIFICATION

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and references in the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and all references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with the Scheduling Coordinator's Scheduling Coordinator Agreement and in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 6. A Party must update the information in Schedule 6 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy

Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to

participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

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

11.10 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-000.

11.11 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.



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: DocuSigned by:
Neil Millar
9236FA183EA64FB...

Name: Neil Millar

Title: Vice President Infrastructure and Ops Planning

Date: 8/30/2022

Western Area Power Administration - Desert Southwest Region

By: DocuSigned by:
Jack D. Murray
736CE014F5BA468...

Name: Jack D. Murray

Title: Senior Vice President and Desert Southwest Regional Manager

Date: 8/30/2022

SCHEDULE 1**METER INFORMATION****[Section 3.3.1]**

Contact details for Scheduling Coordinator Metered Entity Representative:						
Entity Name:	Western Area Power Administration, Desert Southwest Region					
Contact Name:	Trent Nunn, Rose Statler, Lonnie Waters					
Contact Email:	Nunn@wapa.gov , Rstatler@wapa.gov , Waters@wapa.gov					
Contact Phone:	602-605-2862, 602-605-2494, 602-605-2653					
Resource ID(s):	HOOVER_2_HYDR					
Meter Number(s):	A1	A2	A3	A4	A5	A6
	A7	A8	A9	N1	N2	N3
	N4	N5	N6	N7	N8	
Name of the Facility:	Hoover Dam					
Resource ID(s):	DAVIS_2_HYDR					
Meter Number(s):	DAD887	DAD906	DAD907	DAD908	DAD909	
Name of the Facility:	Davis Dam					
Resource ID(s):	PARKER_2_HYDR					
Meter Number(s):	PADG1G2 PADG3G4					
Name of the Facility:	Parker Dam					
Resource ID(s):	HGROCK_6_HYDR					
Meter Number(s):	HDR865 PADG3G4					
Name of the Facility:	Headgate Rock Dam					



Resource ID(s):	RIVERMT_2_SOLAR			
Meter Number(s):	RMSOLAR	RMWTF-1	RMWTF-2	RMWTF-3 AMS Solar
Name of the Facility:	River Mountain Solar			
Resource ID(s):	SiphDrop_7_HYDR			
Meter Number(s):	SIP497			
Name of the Facility:	Siphon Drop			
Resource ID(s):	SNWA_6_PUMPS			
Meter Number(s):	MED697	MED699		
Name of the Facility:	Southern Nevada Water Association Pumps			

SCHEDULE 2

APPROVED LOAD PROFILE

[Section 3.3.3]

Attach details of each Approved Load Profile used by the Scheduling Coordinator Metered Entities represented by the Scheduling Coordinator, the names of the Scheduling Coordinator Metered Entities that use each of those Approved Load Profiles and the name of the Local Regulatory Authority that approved each of those Approved Load Profiles.

N/A

SCHEDULE 3

EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS

[Section 3.4.1]

Exemption

N/A

Attach variation with an explanation.

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

Other Exemptions

SCHEDULE 4

PART A

CAISO IMPOSED PENALTIES AND SANCTIONS

[Section 4.1]

TO BE INSERTED UPON FERC APPROVAL

PART B

CORRECTIVE MEASURES

[Section 4.2]

TO BE DEVELOPED

SCHEDULE 5

ACCESS TO METER DATA

[Section 5.1]

List the third parties authorized by each Scheduling Coordinator Metered Entity represented by the Scheduling Coordinator to access that Scheduling Coordinator Metered Entity's Settlement Quality Meter Data.

(Please indicate "NONE" if applicable)

The entities listed are authorized to access the Settlement Quality Meter Data of Scheduling Coordinator ID (SCID) and the associated SCID are as follows:

SC Metered Entity (SC ME)	SCID associated with SC ME	Authorized 3rd Parties
U.S. Department of the Navy	DSWM	Shell Energy North America (US), L.P. Energy Data Management Services, LLC (EDMS) Mesquite Solar 3, LLC Czarnecki Yester Consulting Group (CYCG) Open Access Technology International, Inc. (OATI)
San Diego County Water Authority	DSSD	San Diego County Water Authority Czarnecki Yester Consulting Group (CYCG) Open Access Technology International, Inc. (OATI)

U.S. Department of the Air Force, Edwards Air Force Base	DSED	Czarnecki Yester Consulting Group (CYCG) Open Access Technology International, Inc. (OATI)
U.S. Department of the Air Force, March Air Reserve Base	DSMA	Czarnecki Yester Consulting Group (CYCG) Open Access Technology International, Inc. (OATI)
Colorado River Commission of Nevada & Las Vegas Paiute Tribe	DSNV	Czarnecki Yester Consulting Group (CYCG) Open Access Technology International, Inc. (OATI)
U.S. Department of Energy, Western Area Power Administration, Desert Southwest Region	WAPM	Open Access Technology International, Inc. (OATI)

VERY IMPORTANT: This is for third party access for entities other than the agreement holder i.e.; *ABC Solar, LLC* or Scheduling Coordinator (SC).

SCHEDULE 6

NOTICE

[Section 11.2]

Name of Primary Representative: Trent Nunn
Title: Supervisory Public Utilities Specialist
Company: Western Area Power Administration - Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix AZ 85009
Email Address: Nunn@wapa.gov
Phone: 602-605-2862
Fax: N/A

Name of Alternative Representative: Rose Statler
Title: Public Utilities Specialist
Company: Western Area Power Administration - Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix AZ 85009
Email Address: rstatler@wapa.gov
Phone: 602-605-2494
Fax: N/A



CAISO:

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Senior Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment A.6 – EIM Entity Meter Service Agreement for Scheduling Coordinators

(Transmission) – Service Agreement No. 7177

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION**

**METER SERVICE AGREEMENT
FOR SCHEDULING COORDINATORS
(Transmission)**



**METER SERVICE AGREEMENT
FOR SCHEDULING COORDINATORS**

THIS AGREEMENT is dated this 30th day of August, 2022 and is entered into, by and between:

(1) **The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region**, having its registered and principal place of business located at 615 South 43rd Avenue, Phoenix, AZ, 85009 (the "SC");

and

(2) **California Independent System Operator Corporation ("CAISO")**, a California non-profit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

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

Whereas:

- A.** Section 10 of the CAISO Tariff requires the CAISO to enter into a meter service agreement with each Scheduling Coordinator responsible for providing Settlement Quality Meter Data for Scheduling Coordinator Metered Entities that it represents.
- B.** Section 10 of the CAISO Tariff requires Scheduling Coordinators to ensure that the Scheduling Coordinator Metered Entities that they represent adhere to the requirements and standards for Metering Facilities set forth in Section 10.3.
- C.** The Parties are entering into this Agreement in order to establish the terms and conditions upon which the CAISO and the Scheduling Coordinator shall discharge their respective duties and responsibilities pursuant to this Agreement and the CAISO Tariff.
- D.** All obligations and responsibilities included in this Agreement may be set forth in further detail in the CAISO Tariff.



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

ARTICLE I

DEFINITIONS, INTERPRETATION, AND SCHEDULING COORDINATOR NON-JURISDICTIONAL STATUS

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a section, article or schedule shall mean a section, article or a schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
 - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;



- (j) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement; and
- (l) references to the CAISO Tariff and other CAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the CAISO.

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

ARTICLE II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by Federal Energy Regulatory Commission ("FERC), if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

2.2 Termination

2.2.1 Termination by CAISO. Subject to Section 4.2 the CAISO may terminate this Agreement by giving written notice of termination in the event that the Scheduling Coordinator commits any default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the CAISO Tariff. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after

issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

2.2.2 Termination by SC. In the event that the Scheduling Coordinator wishes to terminate this Agreement, the Scheduling Coordinator shall give the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Scheduling Coordinator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE III

GENERAL TERMS AND CONDITIONS

- 3.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to the provisions of the CAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the CAISO Tariff.
- 3.2 Requirements and Standards for Metering Facilities.** The Scheduling Coordinator shall ensure that the Scheduling Coordinator Metered Entities it represents shall adhere to the requirements and standards for Metering Facilities of its Local Regulatory Authority. If that Scheduling Coordinator Metered Entity's Local Regulatory Authority has not set any requirements or standards in relation to any of its Metering Facilities, the Scheduling Coordinator representing that Scheduling Coordinator Metered Entity must comply with the requirements and standards for those Metering Facilities as set forth in this Agreement and the CAISO Tariff.



3.3 Obligations and Rights of the Scheduling Coordinator.

3.3.1 Meter Information. If the CAISO so requests, the Scheduling Coordinator shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to the meters for all Scheduling Coordinator Metered Entities it represents including the reference to specific distribution loss factors or methodology it proposes to use as determined by the relevant Utility Distribution Company (“UDC”) and approved by the relevant Local Regulatory Authority. The Scheduling Coordinator must immediately notify the CAISO of any changes to the information provided to the CAISO in accordance with this Section 3.3.1 and provide the CAISO with any information in relation to such change as reasonably requested by the CAISO. Any amendments or additions to Schedule 1 shall not constitute an amendment to this Agreement.

3.3.2 Assistance and Cooperation of Scheduling Coordinator. The Scheduling Coordinator shall ensure that the CAISO shall, upon reasonable notice, have access to the entire Metering Facilities of the Scheduling Coordinator Metered Entities that it represents from the meter data server to the Metering Facilities in order to inspect, test or otherwise audit those Metering Facilities.

3.3.3 Profiled and Cumulative Meter Data. The Scheduling Coordinator shall provide the CAISO with any applicable Approved Load Profile for each Scheduling Coordinator Metered Entity that it represents that is load profiled in accordance with the CAISO Tariff. The Scheduling Coordinator shall provide a copy of the Approved Load Profile applicable to each Scheduling Coordinator Metered Entity (if any) that it represents, which shall be set forth in Schedule 2 to this Agreement. The Scheduling Coordinator must immediately notify the CAISO of any changes to the Approved Load Profiles referred to in Schedule 2 to this Agreement and provide the CAISO with a copy of the new or amended Approved Load Profile. Such change to Schedule 2 shall not constitute an amendment to this Agreement.

3.3.4 Security and Validation Procedures. The Scheduling Coordinator shall apply to the Meter Data of the Scheduling Coordinator Metered Entities that it represents the security and validation procedures prescribed by the relevant Local Regulatory Authority. If the relevant Local Regulatory Authority has not prescribed any such procedures, the Scheduling Coordinator shall apply the procedures set forth in the CAISO Tariff. Meter Data submitted by a Scheduling Coordinator for Scheduling Coordinator Metered Entities shall conform to these standards unless the CAISO has, at its discretion, exempted the Scheduling Coordinator from these standards.



3.4 Obligations and Rights of the CAISO.

3.4.1 Exemptions Granted by CAISO. Any exemptions provided for under the CAISO Tariff that are granted by the CAISO shall be set forth in Schedule 3 to this Agreement. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

3.4.2 CAISO as Third-Party Beneficiary. The CAISO shall be a third-party beneficiary to the agreements between the Scheduling Coordinator and Scheduling Coordinator Metered Entities that the Scheduling Coordinator represents. Such agreements shall grant the CAISO access to any relevant information, records and facilities of the Scheduling Coordinator Metered Entity as needed for the CAISO to fulfill its obligations under this Agreement and the CAISO Tariff.

ARTICLE IV

PENALTIES & SANCTIONS

4.1 Penalties. Subject to Section 11.5 of this Agreement, if the Scheduling Coordinator provides inaccurate or incorrect Settlement Quality Meter Data or fraudulent Meter Data to the CAISO, the CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the Scheduling Coordinator. Fraudulent Meter Data means any data provided to the CAISO by the Scheduling Coordinator that the Scheduling Coordinator knows to be false, incorrect or incomplete at the time it provided it to the CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part A or in the CAISO Tariff. No penalties or sanctions, including the suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Scheduling Coordinator to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Scheduling Coordinator. The CAISO will provide notice to all Scheduling Coordinators of any filing of proposed penalties or sanctions with the FERC. The CAISO shall notify the Scheduling Coordinator of those approved penalties within 14 days of their approval by the FERC.



- 4.2 Corrective Measures.** If the Scheduling Coordinator or any Scheduling Coordinator Metered Entity that it represents fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as set forth in the CAISO Tariff, the CAISO shall be permitted to take corrective measures. Details of the corrective measures and rights the CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part B or in the CAISO Tariff.

ARTICLE V

ACCESS TO METER DATA

- 5.1 Third Parties.** Third parties that are authorized by the Scheduling Coordinator to access the Meter Data of a Scheduling Coordinator Metered Entity held by the CAISO and that are entitled to such Meter Data shall be identified in Schedule 5 to this Agreement. The Scheduling Coordinator shall not provide a third party access to Meter Data of a Scheduling Coordinator Metered Entity unless the Scheduling Coordinator has permission from that Scheduling Coordinator Metered Entity to provide that access. The relevant UDCs and Transmission Owners (“TOs”) shall be included in Schedule 5 provided that the Scheduling Coordinator Metered Entity has granted those UDCs and TOs access to its Meter Data. Any amendment or addition to Schedule 5 shall not constitute an amendment to this Agreement. The Scheduling Coordinator shall, on request by the Scheduling Coordinator Metered Entity, access the Meter Data held by the CAISO relating to that Scheduling Coordinator Metered Entity and provide that Meter Data to the Scheduling Coordinator Metered Entity in a timely manner.

ARTICLE VI

COSTS

- 6.1 Certification, Inspection and Auditing of Meters.** The Scheduling Coordinator shall be responsible for all reasonable costs incurred by the CAISO or a CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the Scheduling Coordinator provides Meter Data to the CAISO. The CAISO or CAISO Authorized Inspector will furnish the Scheduling Coordinator, upon request, an itemized bill for such costs.

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO Alternative Dispute Resolution (“ADR”) Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 Representations and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Authority.** The Scheduling Coordinator represents and warrants that all of the entities which it identifies on Schedule 1 as Scheduling Coordinator Metered Entities that it represents have granted it all necessary authority to enable it to carry out its obligations under this Agreement and the CAISO Tariff, and, subject to the execution and delivery by the CAISO, this Agreement will be enforceable against the Scheduling Coordinator in accordance with its terms.
- 8.3 Meter Data Access.** The Scheduling Coordinator represents and warrants that all third parties referred to in Schedule 5 to this Agreement have been authorized by the relevant Scheduling Coordinator Metered Entity as having access to its Settlement Quality Meter Data.

ARTICLE IX

LIABILITY AND INDEMNIFICATION

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and references in the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and all references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with the Scheduling Coordinator's Scheduling Coordinator Agreement and in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 6. A Party must update the information in Schedule 6 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy

Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to



participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

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

11.10 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-000.

11.11 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.



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: DocuSigned by:
Neil Millar
9236FA183EA64EB... _____

Name: Neil Millar

Title: Vice President Infrastructure and Ops Planning

Date: 8/30/2022

Western Area Power Administration - Desert Southwest Region

By: DocuSigned by:
Jack D. Murray
736CE014F58A468... _____

Name: Jack D. Murray

Title: Senior Vice President and Desert Southwest Regional Manager

Date: 8/30/2022

SCHEDULE 1

METER INFORMATION

[Section 3.3.1]

Contact details for Scheduling Coordinator Metered Entity Representative:	
Entity Name:	Western Area Power Administration, Desert Southwest Region
Contact Name:	Trent Nunn, Rose Statler, Lonnie Waters
Contact Email:	Nunn@wapa.gov, Rstatler@wapa.gov, Waters@wapa.gov
Contact Phone:	602-605-2862, 602-605-2494, 602-605-2653
Resource ID(s):	NEV_MED_69_M
Meter Number(s):	MED774 MED776 MED778 MED779
Name of the Facility:	Mead 69 kV Sub
Resource ID(s):	NEV_MED_EQU_M
Meter Number(s):	MED717 MED718
Name of the Facility:	Mead 230 kV Sub
Resource ID(s):	NEV_MED_HEN1_M
Meter Number(s):	MED727 BTP125
Name of the Facility:	Mead 230 kV Sub
Resource ID(s):	NEV_MED_HAM_M
Meter Number(s):	MED715
Name of the Facility:	Mead 500 kV Sub



Resource ID(s):	NEV_MED_230_M
Meter Number(s):	MED700 MED704 MED723
Name of the Facility:	Mead 230 kV Sub
Resource ID(s):	CISO_BLY_161_M
Meter Number(s):	BLY522
Name of the Facility:	Blythe 161 kV Sub
Resource ID(s):	CISO_MED_230_M
Meter Number(s):	MED744 MED750 MED752 MED740 MED703
Name of the Facility:	Mead 230 kV Sub
Resource ID(s):	CISO_PAD_230_M
Meter Number(s):	PAD110
Name of the Facility:	Parker 230 kV Sub
Resource ID(s):	AZPS_BKE_230_M
Meter Number(s):	BKE201 BKE261
Name of the Facility:	Buckeye 230 kV Sub
Resource ID(s):	AZPS_GPK_230_M
Meter Number(s):	GPK835
Name of the Facility:	Gavilan Peak 230 kV Sub
Resource ID(s):	AZPS_GLA_69_M
Meter Number(s):	GLA309
Name of the Facility:	Gila 69 kV Sub
Resource ID(s):	AZPS_LIB_230_M
Meter Number(s):	LIB815
Name of the Facility:	Liberty 230 kV Sub
Resource ID(s):	AZPS_NGA_69_M
Meter Number(s):	NGA544 NGA540
Name of the Facility:	North Gila 69 kV Sub
Resource ID(s):	AZPS_ORA_115_M
Meter Number(s):	ORA073
Name of the Facility:	Oracle 115 kV Sub



Resource ID(s):	AZPS_PHX_12_M
Meter Number(s):	PHX962
Name of the Facility:	Phoenix 12.45 kV Sub
Resource ID(s):	AZPS_PPK_230_M
Meter Number(s):	PPK514 PPK456
Name of the Facility:	Pinnacle Peak 230 kV Sub
Resource ID(s):	AZPS_PRS_230_M
Meter Number(s):	PRS937 PRS938
Name of the Facility:	Prescott 230 kV Sub
Resource ID(s):	AZPS_RWY_230_M
Meter Number(s):	RWY953 RWY930
Name of the Facility:	Raceway 230 kV Sub
Resource ID(s):	AZPS_SBR_115_M
Meter Number(s):	SBR234 SBR233
Name of the Facility:	Saddle Brook Ranch 115 kV Sub
Resource ID(s):	AZPS_SGR_115_M
Meter Number(s):	SGR866 SGR868 SGR874 SGR870 SGR872
Name of the Facility:	Saguaro 115 kV Sub
Resource ID(s):	AZPS_SNL_34_M
Meter Number(s):	SNL176 SNL175
Name of the Facility:	San Luis 34.5 kV Sub
Resource ID(s):	AZPS_SR23069_M
Meter Number(s):	SAR492 SAR502 SAR504
Name of the Facility:	Santa Rosa 230 kV Sub
Resource ID(s):	AZPS_SNV_230_M
Meter Number(s):	SNV576 SNV578
Name of the Facility:	Sun Valley 230 kV Sub
Resource ID(s):	AZPS_SUD_230_M
Meter Number(s):	SUD144 SUD143
Name of the Facility:	Sundance 230 kV Sub



Resource ID(s):	AZPS_TTT_230_M
Meter Number(s):	TTT241
Name of the Facility:	Test Track 230 kV Sub
Resource ID(s):	AZPS_WWG_500_M
Meter Number(s):	WWG951
Name of the Facility:	West Wing 500 kV Sub
Resource ID(s):	AZPS_WGRW230_M
Meter Number(s):	WWG935
Name of the Facility:	West Wing 230 kV Sub
Resource ID(s):	AZPS_WWG_230_M
Meter Number(s):	WWG945 WWG943
Name of the Facility:	West Wing 230 kV Sub
Resource ID(s):	GRIF_GTH_230_M
Meter Number(s):	GTH899 GTH898 GTH897
Name of the Facility:	Griffith 230 kV Sub
Resource ID(s):	IID_BLY_161_M
Meter Number(s):	BLY114
Name of the Facility:	Blythe 161 kV Sub
Resource ID(s):	IID_GLT_161_M
Meter Number(s):	GLT127
Name of the Facility:	Gold Mine 161 kV Sub
Resource ID(s):	IID_KNB_161_M
Meter Number(s):	KNB078
Name of the Facility:	Knob 161 kV Sub
Resource ID(s):	IID_WHV_34_M
Meter Number(s):	WHV551
Name of the Facility:	Winterhaven 34.5 kV Sub
Resource ID(s):	LDWP_MRK_500_M
Meter Number(s):	MED709
Name of the Facility:	Market Place 500 kV Sub



Resource ID(s):	LDWP_MCC_230_M
Meter Number(s):	MCC223
Name of the Facility:	McCullough 230 kV Sub
Resource ID(s):	LDWP_MED_230_M
Meter Number(s):	MED754 MED755 MED753
Name of the Facility:	Mead 230 kV Sub
Resource ID(s):	SRP_COL_115_M
Meter Number(s):	COL330
Name of the Facility:	Coolidge 115 kV Sub
Resource ID(s):	SRP_DUE_230_M
Meter Number(s):	DUE289
Name of the Facility:	Duke 230 kV Sub
Resource ID(s):	SRP_HYN_115_M
Meter Number(s):	HYN432
Name of the Facility:	Hayden 115 kV Sub
Resource ID(s):	SRP_LIB_230_M
Meter Number(s):	LIB808
Name of the Facility:	Liberty 230 kV Sub
Resource ID(s):	SRP_PPK_230_M
Meter Number(s):	PPK480 PPK428
Name of the Facility:	Pinnacle Peak 230 kV Sub
Resource ID(s):	SRP_RANET230_M
Meter Number(s):	RAN106 RAN107 RAN108
Name of the Facility:	Randolph 230 kV Sub
Resource ID(s):	SRP_RGDOE230_M
Meter Number(s):	RGS096 RGS095
Name of the Facility:	Rogers 230 kV Sub
Resource ID(s):	SRP_RGSCOM69_M
Meter Number(s):	RGS091 RGS090
Name of the Facility:	Rogers 69 kV Sub



Resource ID(s):	SRP_SGTHS230_M
Meter Number(s):	THS500
Name of the Facility:	Salt Gila PP
Resource ID(s):	TEP_GRL_345_M
Meter Number(s):	GRL916
Name of the Facility:	Greenlee 345 kV Sub
Resource ID(s):	TEP_HKB_69_M
Meter Number(s):	HKB843 HKB844
Name of the Facility:	Hackberry 69 kV Sub
Resource ID(s):	TEP_MON_69_M
Meter Number(s):	MON632
Name of the Facility:	Monsanto 69 kV Sub
Resource ID(s):	TEP_PDM_230_M
Meter Number(s):	PM2982
Name of the Facility:	Morenci Mine 230 kV Sub
Resource ID(s):	TEP_THD_25_M
Meter Number(s):	THD133
Name of the Facility:	Thornydale 25 kV Sub
Resource ID(s):	TEP_VLL_345_M
Meter Number(s):	VLL972
Name of the Facility:	Vail 345 kV Sub
Resource ID(s):	TEP_WNC_345_M
Meter Number(s):	WNC977
Name of the Facility:	Winchester 345 kV Sub
Resource ID(s):	TEP_UNSE_TOT_M
Meter Number(s):	GTH855 GTH854 BMA924 BMA925 BMA926 BMA922 BCI891 HLT892 MCI896 NHV919 NHV918 RVL041
Name of the Facility:	Unisource Loads at Griffith, Black Mesa, & Boundary Cone 69 kV Subs, Hilltop, McConnico, North Havasu and Round Valley 230 kV Subs



Resource ID(s):	WACM_FREDSUB_M					
Meter Number(s):	FDNM16					
Name of the Facility:	Fredonia 230 kV Sub					
Resource ID(s):	WACM_PPK_230_M					
Meter Number(s):	PPK601	PPK602	PPK603			
Name of the Facility:	Pinnacle Peak 230 kV Sub					
Resource ID(s):	HOOVER_2_HYDR					
Meter Number(s):	A1	A2	A3	A4	A5	A6
	A7	A8	A9	N1	N2	N3
	N4	N5	N6	N7	N8	
Name of the Facility:	Hoover Dam					
Resource ID(s):	DAVIS_2_HYDR					
Meter Number(s):	DAD887	DAD906	DAD907	DAD908	DAD909	
Name of the Facility:	Davis Dam					
Resource ID(s):	PARKER_2_HYDR					
Meter Number(s):	PADG1G2	PADG3G4				
Name of the Facility:	Parker Dam					
Resource ID(s):	HGROCK_6_HYDR					
Meter Number(s):	HDR865	PADG3G4				
Name of the Facility:	Headgate Rock Dam					
Resource ID(s):	RIVERMT_2_SOLAR					
Meter Number(s):	RMSOLAR	RMWTF-1	RMWTF-2	RMWTF-3	AMS Solar	
Name of the Facility:	River Mountain Solar					
Resource ID(s):	SiphDrop_7_HYDR					
Meter Number(s):	SIP497					
Name of the Facility:	Siphon Drop					
Resource ID(s):	SNWA_6_PUMPS					
Meter Number(s):	MED697	MED699				
Name of the Facility:	Southern Nevada Water Association Pumps					



Resource ID(s):	TNSITE_2_SOLAR
Meter Number(s):	MED777
Name of the Facility:	Townsite Solar

SCHEDULE 2

APPROVED LOAD PROFILE

[Section 3.3.3]

Attach details of each Approved Load Profile used by the Scheduling Coordinator Metered Entities represented by the Scheduling Coordinator, the names of the Scheduling Coordinator Metered Entities that use each of those Approved Load Profiles and the name of the Local Regulatory Authority that approved each of those Approved Load Profiles.

N/A

SCHEDULE 3

EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS

[Section 3.4.1]

Exemption

N/A

Attach variation with an explanation.

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

Other Exemptions

SCHEDULE 4

PART A

CAISO IMPOSED PENALTIES AND SANCTIONS

[Section 4.1]

TO BE INSERTED UPON FERC APPROVAL

PART B

CORRECTIVE MEASURES

[Section 4.2]

TO BE DEVELOPED

SCHEDULE 5

ACCESS TO METER DATA

[Section 5.1]

List the third parties authorized by each Scheduling Coordinator Metered Entity represented by the Scheduling Coordinator to access that Scheduling Coordinator Metered Entity's Settlement Quality Meter Data.

(Please indicate "NONE" if applicable)

The entities listed are authorized to access the Settlement Quality Meter Data of Scheduling Coordinator ID (SCID) and the associated SCID are as follows:

SC Metered Entity (SC ME)	SCID associated with SC ME	Authorized 3rd Parties
U.S. Department of Energy, Western Area Power Administration, Desert Southwest Region	WAPE	Open Access Technology International, Inc. (OATI) Arizona Electric Power Cooperative (AEPCO) Calpine Energy Services (CES) Tenaska Power Services Co. (TNSK)

VERY IMPORTANT: This is for third party access for entities other than the agreement holder i.e.; *ABC Solar, LLC* or Scheduling Coordinator (SC).

SCHEDULE 6

NOTICE

[Section 11.2]

Name of Primary Representative: Trent Nunn
Title: Supervisory Public Utilities Specialist
Company: Western Area Power Administration - Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix AZ 85009
Email Address: Nunn@wapa.gov
Phone: 602-605-2862
Fax: N/A

Name of Alternative Representative: Rose Statler
Title: Public Utilities Specialist
Company: Western Area Power Administration - Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix AZ 85009
Email Address: rstatler@wapa.gov
Phone: 602-605-2494
Fax: N/A



CAISO:

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Senior Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment B – Redlined Agreements

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

Attachment B.1 – EIM Entity Agreement Redlines – Service Agreement No. 6992

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

California Independent System Operator Corporation
Fifth Replacement Tariff

Appendix B.17 EIM Entity Agreement (EIMEA)

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

~~[Full legal name]The United States of America, Department of Energy, acting by and through Western Area Power Administration – Desert Southwest Region~~ ("EIM Entity"), having its registered and principal executive office at ~~[address], and 615 S. 43rd Ave., Phoenix, AZ 85005, and~~

California Independent System Operator Corporation ("CAISO"), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The EIM Entity and the CAISO are hereinafter referred to as the "Parties."

Whereas:

~~A. The Parties named above operate Balancing Authority Areas.~~

~~A. The EIM Entity is a federal power marketing administration that markets electric power from multiple generating resources, including the Boulder Canyon Project and the Parker-Davis Project owned and operated by the United States Bureau of Reclamation.~~

~~B. The EIM Entity owns and/or operates high voltage transmission systems including the Pacific-Northwest Pacific-Southwest Intertie Project, the Parker-Davis Project and the Central Arizona Project in Arizona, California and Nevada, and provides transmission service in accordance with an open access transmission tariff ("OATT"), including balancing Energy services.~~

~~C. The Parties named above operate Balancing Authority Areas. Specifically, the EIM Entity operates the Western Area Lower Colorado (WALC) balancing authority area.~~

~~D. The EIM Entity provides transmission service in accordance with an open access transmission tariff ("OATT"), including balancing Energy services~~

~~C.E. The CAISO operates the Real-Time Market pursuant to the CAISO Tariff.~~

~~D.F. There [are/are not] third party transmission service providers within the EIM Entity Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems.~~

~~E.G. The Parties are entering into this Agreement to enable the EIM Entity to participate in the CAISO's Real-Time Market and to provide Energy Imbalance Market services within the EIM Entity Balancing Authority Area, including Real-Time transfers of Energy among the CAISO Balancing Authority Area and other EIM Entity Balancing Authority Areas.~~

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

ARTICLE I-

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

September 9, 2020
Appendix B.17

Style Definition: Heading 1

Style Definition: Body Text

Style Definition: List Paragraph

Formatted: Font: 10 pt

Formatted: Font: Bold

Formatted: Indent: Left: 0.08", Right: 0.2", Line spacing: Multiple 1.1 li

Formatted: Font: 10 pt

Formatted: Right: 0", Line spacing: single, Numbered + Level: 1 + NumberingStyle: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.58", Hanging: 0.5", Numbered + Level: 1 + NumberingStyle: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Indent: Left: 0.58", Numbered + Level: 1 + NumberingStyle: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Indent: Left: 0.58", Hanging: 0.5", Numbered + Level: 1 + NumberingStyle: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 1.08"

California Independent System Operator Corporation
Fifth Replacement Tariff

1.1 **Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.

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

- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;

Formatted: Indent: Left: 0.5", First line: 0", Right: 0.5",
Line spacing: single

Formatted: Outline numbered+ Level: 2 + Numbering
Style: 1, 2, 3, ... + Startat: 1 + Alignment: Left +
Aligned at: 0.08" + Indent at: 0.58"

Formatted: Outline numbered+ Level: 2 + Numbering
Style: 1, 2, 3, ... + Startat: 1 + Alignment: Left +
Aligned at: 0.08" + Indent at: 0.58"

Formatted: Outline numbered+ Level: 3 + Numbering
Style: a, b, c, ... + Startat: 1 + Alignment: Left +
Aligned at: 0.58" + Indent at: 1.08"

Formatted: Font: 10 pt

Formatted: Outline numbered+ Level: 3 + Numbering
Style: a, b, c, ... + Startat: 1 + Alignment: Left +
Aligned at: 0.58" + Indent at: 1.08"

Formatted: Not Expanded by / Condensed by

Formatted: Right: 0.27", Outline numbered+ Level: 3
+ Numbering Style: a, b, c, ... + Startat: 1 + Alignment:
Left + Aligned at: 0.58" + Indent at: 1.08"

California Independent System Operator Corporation
Fifth Replacement Tariff

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

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

ARTICLE II

RESPONSIBILITIES OF EIM ENTITY AND CAISO

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

Formatted: Right: 0.27",SpaceBefore: 0 pt, Outline numbered+ Level:3 + NumberingStyle:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Outline numbered+ Level: 3 + Numbering Style:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Outline numbered+ Level: 3 + Numbering Style:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Outline numbered+ Level: 3 + Numbering Style:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Outline numbered+ Level: 3 + Numbering Style:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Font: 10 pt

Formatted: Outline numbered+ Level: 3 + Numbering Style:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Indent: Left: 0.58",Outline numbered+ Level: 3 + NumberingStyle:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Indent: Left: 0.58",Hanging: 0.5",Outline numbered+ Level: 3 + NumberingStyle:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Indent: Left: 0.58",Outline numbered+ Level: 3 + NumberingStyle:a, b, c, ... + Startat: 1 + Alignment:Left + Aligned at: 0.58" + Indent at: 1.08"

Formatted: Font color: Text 1

Formatted: Font color: Text 1

Formatted: Outline numbered+ Level: 2 + Numbering Style: 1, 2, 3, ... + Startat: 1 + Alignment:Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Indent: Left: 0.08",Hanging: 0.5",Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment:Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Indent: Left: 0.08",Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment:Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Outline numbered+ Level: 2 + Numbering Style: 1, 2, 3, ... + Startat: 1 + Alignment:Left + Aligned at: 0.08" + Indent at: 0.58"

California Independent System Operator Corporation
Fifth Replacement Tariff

of its Balancing Authority Area, non-participating resources, and loads in accordance with the CAISO Tariff and the Business Practice Manual for the Energy Imbalance Market. The EIM Entity is responsible for the accuracy and completeness of this information.

California Independent System Operator Corporation
Fifth Replacement Tariff

2.5 EIM Transmission Availability. The EIM Entity shall make available for use in the Real-Time Market transmission capacity on its system that is not otherwise encumbered, reserved, scheduled, or being used by its transmission customers or by others and shall make arrangements with third party transmission service providers within its Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems to provide such transmission capacity on their systems for use in the Real-Time Market. The EIM Entity shall provide the CAISO with real time information regarding the availability of transmission capacity for use in the Energy Imbalance Market as provided in the CAISO Tariff and Business Practice Manual for the Energy Imbalance Market.

Formatted: Indent: Left: 0.08", Hanging: 0.5", Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

2.6 EIM Entity Corrective Actions. The EIM Entity may take corrective action, subject to the provision of its OATT, to address an issue with Energy Imbalance Market implementation or operation consistent with Section 29 of the CAISO Tariff.

Formatted: Indent: Left: 0.08", Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

ARTICLE III

TERM AND TERMINATION

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

Formatted: Font: 10 pt

Formatted: Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

3.2 Termination

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

3.2.1 Termination by CAISO. The CAISO may terminate this Agreement by giving written notice of termination pursuant to Section 29.1(d) of the CAISO Tariff or in the event that the EIM Entity commits any material default under this Agreement or Section 29 of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the EIM Entity written notice of the default, unless the default is excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

Formatted: Outline numbered+ Level: 3 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Not Expandedby / Condensedby

3.2.2 Termination by EIM Entity. In the event that the EIM Entity no longer wishes to enable Energy Imbalance Market services within its Balancing Authority Area pursuant to the CAISO Tariff, it may terminate this Agreement on giving the CAISO not less than one-hundred and eighty (180) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination or upon the next production date of the Full-Network Model release following the one-hundred and eighty (180) days after the CAISO's receipt of the EIM Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

Formatted: Font: 10 pt

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 3 + NumberingStyle: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

California Independent System Operator Corporation
Fifth Replacement Tariff

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

Formatted: Outline numbered+ Level: 2 + Numbering Style: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

ARTICLE IV

CAISO TARIFF

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

ARTICLE V

COSTS

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

ARTICLE VI

DISPUTE RESOLUTION

- 6.1 **Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS

AND WARRANTIES

- 7.1 ~~Representation and Warranties.~~ **Representations.** 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.

Formatted: Indent: Left: 2.56", First line: 0.39", Right: 2.53"

Formatted: Outline numbered+ Level: 2 + Numbering Style: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

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

Formatted: Outline numbered+ Level: 2 + Numbering Style: 1, 2, 3, ... + Startat: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

California Independent System Operator Corporation
Fifth Replacement Tariff

ARTICLE VIII

LIABILITY

- 8.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE IX

UNCONTROLLABLE FORCES

9.1 **Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 **Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.

10.2 **Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

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

10.4 **10.4 Governing Law and Forum.** This Agreement shall be ~~deemed to be a contract made under, and for all purposes shall be~~ governed by and ~~construed/interpreted~~ in accordance with the laws of the United States. ~~To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision,~~ the laws of the State of California, ~~except its conflict of law provisions will apply.~~ The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: ~~any court of the State of California~~ the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

10.5 **Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISQ Tariff as if the references to the CAISQ Tariff were referring to this Agreement.

10.6 **Environmental Laws and Regulations.** The Parties acknowledge and understand that as a federal agency, the EIM Entity has certain obligations and responsibilities under the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 et seq., and other environmental laws that must be fulfilled before it can take any action potentially affecting the environment. In the event

Formatted: Outline numbered+ Level:2 + Numbering Style:1,2,3,... + Startat:1 + Alignment:Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Outline numbered+ Level:2 + Numbering Style:1,2,3,... + Startat:1 + Alignment:Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Indent: Left: 0.08",Hanging: 0.5",Right: 0.08",Outline numbered+ Level:2 + NumberingStyle: 1,2,3,... + Startat:1 + Alignment:Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Indent: Left: 0.08",Hanging: 0.5",Right: 0.08", No bullets or numbering

Formatted: Font: 10 pt

Formatted: Indent: Left: 0.08",Hanging: 0.5",Right: 0.08",Outline numbered+ Level:2 + NumberingStyle: 1,2,3,... + Startat:5 + Alignment:Left + Aligned at: 0.58" + Indent at: 0.85"

Formatted: Not Expandedby / Condensedby

California Independent System Operator Corporation
Fifth Replacement Tariff

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

~~40.6~~10.7 **Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

Formatted: Indent: Left: 0.08", Hanging: 0.5", Right: 0.08", Line spacing: single, Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 5 + Alignment: Left + Aligned at: 0.58" + Indent at: 0.85"

California Independent System Operator Corporation
Fifth Replacement Tariff

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

Formatted: Indent: Left: 0.08", Hanging: 0.5", Right: 0.08", Space Before: 0 pt, Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 5 + Alignment: Left + Aligned at: 0.58" + Indent at: 0.85"

40.810.9 Amendments. This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Entity shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

Formatted: Indent: Left: 0.08", Hanging: 0.5", Right: 0.08", Outline numbered+ Level: 2 + NumberingStyle: 1, 2, 3, ... + Startat: 5 + Alignment: Left + Aligned at: 0.58" + Indent at: 0.85"

Formatted: Not Expandedby / Condensedby

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

Formatted: Font: 10 pt

California Independent System Operator Corporation
Fifth Replacement Tariff

10.11 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on FILL in Docket No. ER-21-2950-XXX.

10.12 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Formatted: Body Text, Line spacing: Multiple 0.06 li

September 9, 2020
Appendix B.17

Formatted: Body Text, Line spacing: Multiple 0.06 li

California Independent System Operator Corporation
Fifth Replacement Tariff

Formatted: Body Text, Line spacing: Multiple 0.06 li

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.

Formatted: Font: 9 pt

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

~~NAME UNITED STATES OF EIM ENTITY AMERICA~~
Department of Energy
Western Area Power Administration

Formatted: Font: 9 pt, Not Bold

Formatted: Font: 9 pt, Not Bold

Formatted: Font: 9 pt

By: _____

Name: Jack D. Murray

Title: _____

Title: Acting Senior Vice President and Desert Southwest Regional Manager

Formatted: Font: 9 pt

Date: _____

September 9, 2020
Appendix B.17

Formatted: Body Text, Line spacing: Multiple 0.06 li

California Independent System Operator Corporation
Fifth Replacement Tariff

Formatted: Body Text, Line spacing: Multiple 0.06 li

SCHEDULE 1

NOTICES

Formatted: Font: 9 pt

[Section 10.2]

EIM Entity

Name of Primary

Representative: Jonathan Aust

Title: Operations Manager

Company: Western Area Power Administration

Address: 5555 East Crossroads Boulevard

City/State/Zip Code: Loveland, CO 80538

Email Address: aust@wapa.gov; walc_wacm_ops@wapa.gov

Phone: (970) 461-7354

Fax No: (970) 461-7601

Name of Alternative

Representative: Daniel De Gracie

Title: Supervisory Power System Dispatcher

Company: Western Area Power Administration

Address: 615 South 43rd Avenue

City/State/Zip Code: Phoenix, AZ 85002

Email Address: degracie@wapa.gov; walc_wacm_ops@wapa.gov

Phone: (602) 605-2615

Fax No: (602) 605-2630

September 9, 2020
Appendix B.17

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Header

CAISO

Formatted: Font: 9 pt

Name of Primary

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Formatted: Font: CenturySchoolbook, 10 pt

Formatted: Footer, Border: Top: (Single solid line, Auto, 0.5 pt Line width)

Attachment B.2 – EIM Entity Scheduling Coordinator Agreement Redlines –

Service Agreement No. 6989

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

Formatted: Font: 12 pt

AND

Formatted: Font: 12 pt

THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION
Western Area Power
Administration
Desert Southwest Region

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Centered

EIM ENTITY

Formatted: Font: 22 pt

SCHEDULING COORDINATOR AGREEMENT

Formatted: Font: 12 pt

ENERGY IMBALANCE MARKET ENTITY SCHEDULING COORDINATOR AGREEMENT

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

Formatted: Font: Not Bold

(1) ~~The United States of America, Department of Energy, acting by and through Western Area Power Administration Desert Southwest Region Western Area Power Administration - Desert Southwest Region ("EIM Entity Scheduling Coordinator")~~ having its registered and principal executive office at 615 South 43rd Avenue Phoenix, AZ 85009 ~~("EIM Entity Scheduling Coordinator Agreement")~~,

Formatted: No bullets or numbering

and

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

Formatted: Font: Arial

Formatted: Indent: Left: -0.31", No bullets or numbering, Tab stops: 0.5", Left + Not at 0.19"

Formatted: Font: Not Bold

Formatted: Font: Arial

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

Formatted: Font: Arial

Formatted: Font: Arial

Whereas:

A. The EIM Entity Scheduling Coordinator has applied for certification or has been certified by the CAISO under the certification procedure referred to in Section 29 of the CAISO Tariff.

Formatted: Font: Arial

B. The EIM Entity Scheduling Coordinator wishes to represent an EIM Entity under the terms and conditions set forth in Section 29 of the CAISO Tariff.

Formatted: Font: Arial

NOW IT IS HEREBY AGREED as follows:

Formatted: Font: Arial

Formatted: Font: Arial

1. Definitions and Interpretation and EIM Entity Scheduling Coordinator's Non-Jurisdictional Status.

Formatted: Font: Arial

Formatted: Font: Arial

1.1 Master Definitions Supplement. All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.

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

- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) "includes" or "including" shall mean "including without limitation";
- (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) unless the context requires otherwise, "or" is used in the conjunctive sense; and

Formatted: Indent: Left: 0.19", Hanging: 0.38"

Formatted: Indent: Left: 0.19", Hanging: 0.38"

Formatted: Indent: Left: 0.19", Hanging: 0.38"

- (l) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

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

Formatted: Font: Bold

Formatted: Indent: Left: 0", Hanging: 0.5"

Formatted: Font: Bold

2. Covenant of the EIM Entity Scheduling Coordinator.

2.1 The EIM Entity Scheduling Coordinator agrees that:

Formatted: Font: Arial

2.1.1 CAISO Tariff Section 29 governs all aspects of Energy Imbalance Market information submission, including the financial and technical criteria for EIM Entity Scheduling Coordinator EIM Base Schedule submissions, Settlement, information reporting requirements, and confidentiality restrictions;

Formatted: Font: Arial

2.1.2 It will abide by and will perform all of the obligations under Section 29 of the CAISO Tariff placed on EIM Entity Scheduling Coordinators in respect of all matters set forth therein, including ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality and dispute resolution;

2.1.3 It shall ensure that each EIM Entity that it represents enters into an EIM Entity Agreement in accordance with Section 29 of the CAISO Tariff;

2.1.4 It shall have the primary responsibility to the CAISO, as principal, for all EIM Entity Scheduling Coordinator payment obligations under Section 29 of the CAISO Tariff; and

2.1.5 Its status as an EIM Entity Scheduling Coordinator is at all times subject to Section 29 of the CAISO Tariff.

3. Term and Termination.

Formatted: Font: Arial

3.1 This Agreement shall commence on the later of (a) the date of execution of this Agreement or (b) the date the EIM Entity Scheduling Coordinator is certified by the CAISO as an EIM Entity Scheduling Coordinator.

Formatted: Font: Arial

Formatted: Font: Arial

3.2 This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the EIM Entity Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with [Federal Energy Regulatory Commission](#) ("FERC"), if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC rules regarding termination.

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

4. Settlement Account.

Formatted: Font: Arial

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

Formatted: Font: Arial

Formatted: Font: Arial

5. Agreement to be bound by CAISO Tariff.

Formatted: Font: Arial

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

Formatted: Font: Arial

6. Electronic Contracting.

Formatted: Font: Arial

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

Formatted: Font: Arial

7. Penalties and Sanctions.

Formatted: Font: Arial

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

Formatted: Font: Arial

8. Costs.

Formatted: Font: Arial

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

Formatted: Font: Arial

9. Dispute Resolution.

Formatted: Font: Arial

9.1 The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. ~~In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.~~

Formatted: Font: Arial

Commented [MK1]: Removed "subject to section 13.5" verbiage, per J. Anders/D. Gorlin input

Formatted: Font: Arial

10. Representation and Warranties.

Formatted: Font: Arial

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

Commented [MK2]: WAPA removal WAPA's strike out of Warranties. per J. Anders/D. Gorlin input

Formatted: Font: Arial

Formatted: Font: Arial

11. Liability.

Formatted: Font: Arial

11.1 ~~The~~ provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

Commented [MK3]: Removed "subject to section 13.5 verbiage, per J.Anders/D. Gorlin input

Formatted: Font: Arial

12. Uncontrollable Forces.

12.1 Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity

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

13. Miscellaneous.

13.1 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

13.2 Notices. Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

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

13.4 Governing Law and Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

~~United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission. 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 to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.~~

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: Arial

13.5 Consistency with Federal Laws and Regulations. This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.

Commented [MK4]: Removed addition of environmental review provision, per J. Anders/D. Gorlin input Also renumbered following section 13 provisions as appropriate.

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

Formatted: Font: Arial

Formatted: Font: Arial

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

Formatted: Font: Arial

13.8 Amendments. This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and

Formatted: Font: Arial

pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Entity Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

Formatted: Font: Arial

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

Formatted: Font: Arial

13.140 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. -ER-21-2950-0000.

Formatted: Font: Bold

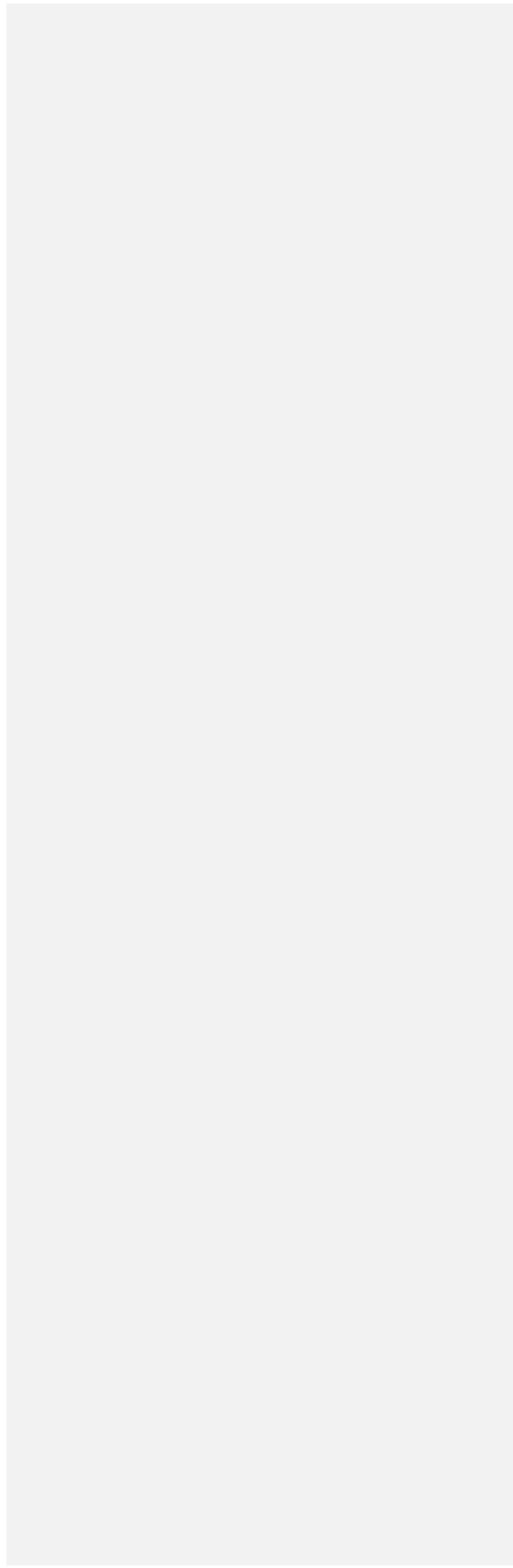
Formatted: Font: Bold

13.121 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Formatted: Font: Bold

Formatted: Font: Bold

|



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

Formatted: Font: Arial

California Independent System Operator Corporation

By: _____
Name: _____
Title: _____
Date: _____

UNITED STATES OF AMERICA
Department of Energy
Western Area Power Administration~~Western Area Power Administration~~ **Desert Southwest Region**

Formatted: Font: Bold

Formatted: Line spacing: single

By: _____
Name: Scott R. Lund
~~Jack D. Murray~~
Title: Acting Senior Vice President and Desert Southwest Regional Manager

Date: _____

Formatted: Underline

Formatted: Underline

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Underline

SCHEDULE 1

NOTICES
[Section 13.2]

EIM Entity Scheduling Coordinator

Formatted: Font: Arial

Name of Primary Representative: ~~Scott Lund~~[Dan De Gracie](#)~~Jack Murray~~

Title: ~~Power Operations Center Manager~~[Acting Senior Vice President and Desert Southwest Regional Manager](#)

Company: Western Area Power Administration Desert Southwest Region

Address: 615 South 43rd Avenue

City/State/Zip Code: Phoenix AZ 85009

Email Address: ~~SLunddegracie@WAPA.GO~~[wapa.gov](#); ~~WALC WACM OPS@wapa.gov~~[vmurray@wapa.gov](#)

Phone: ~~602-605-2442~~[2615](#)~~602-605-2440~~

Fax: N/A

Formatted: Indent: Left: 0", First line: 0", Space After: 6 pt

Name of Alternative Representative: ~~Jonathan Soan Shaw~~[Aust](#)

Title: ~~Vice President of Power Operations for the CO River Storage Project Management Center~~[Power Operations Center Supervisor](#)~~Vice President of Power Operations for Colorado River Storage Project Management Center, Desert Southwest Region, and Rocky Mountain Region~~

Company: Western Area Power Administration Desert Southwest Region

Address: ~~615 South 43rd Avenue~~[5555 East Crossroads Boulevard](#)

City/State/Zip Code: ~~Phoenix~~[Loveland CO AZ 85009](#)~~80538~~

Email Address: ~~aust@wapa.gov~~[shaw@wapa.gov](#)

Phone: ~~970-461-7354~~[602-605-2549](#)

Fax: N/A

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Formatted: Font: (Default) Arial

Attachment B.3 – EIM Participating Resource Agreement Redlines –

Service Agreement No. 7133

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER
ADMINISTRATION
DESERT SOUTHWEST REGION**

**EIM PARTICIPATING RESOURCE
AGREEMENT**

ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE AGREEMENT

THIS ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE AGREEMENT (“AGREEMENT”) is established this ____ day of _____, 2022, and is accepted by and between:

- (1) **The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region** (“EIM Participating Resource”), having its registered and principal executive office at 615 South 43rd Avenue, Phoenix, AZ 85009,
and
- (2) **California Independent System Operator Corporation (“CAISO”)**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The EIM Participating Resource and the CAISO are hereinafter referred to as the “Parties.”

Whereas:

A. The CAISO operates a Real-Time Market for Energy pursuant to the CAISO Tariff.

B. The EIM Participating Resource is a federal power marketing administration that markets electric power from multiple generating resources, including but not limited to the Lower Colorado Region’s Hoover, Davis and Parker Dams that are owned and operated by the U.S. Bureau of Reclamation,

B.C. The EIM Participating Resource receives balancing Energy service from an EIM Entity in accordance with the EIM Entity’s open access transmission tariff or from another transmission service provider within the EIM Entity Balancing Authority Area.

C.D. The Parties wish to enter into this Agreement to establish the terms and conditions for participation in the CAISO’s Real-Time Market by the EIM Participating Resource in accordance with Section 29 of the CAISO Tariff.

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

Formatted: Font: Arial

Formatted: List Paragraph, No bullets or numbering, Tab stops: Not at 0.19"

ARTICLE I**DEFINITIONS, AND INTERPRETATION, AND PARTICIPATING RESOURCE
NON-JURISDICTIONAL STATUS**

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
 - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
 - (j) unless the context requires otherwise, “or” is used in the conjunctive sense;
 - (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and

~~(l), (t)~~ 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.

Formatted: Font: (Default) Arial

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.19" + Indent at: 0.44"

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

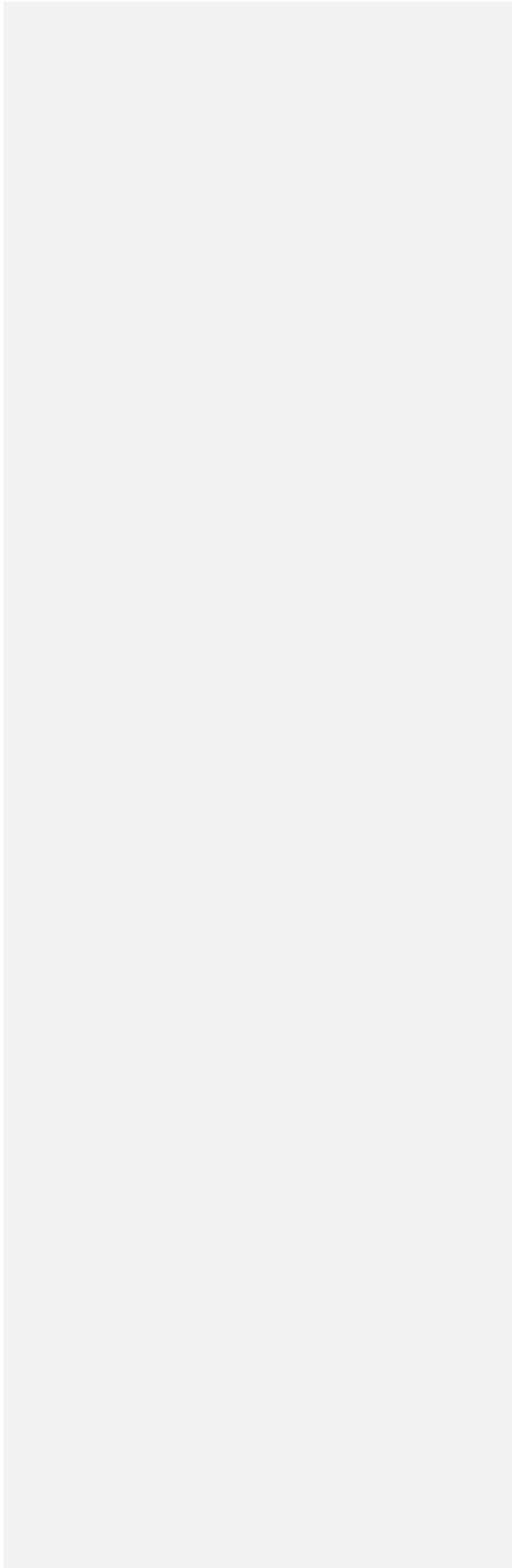
Formatted: Indent: Left: 0.5", No bullets or numbering, Tab stops: 0.5", Left + Not at 0.56" + 0.63" + 1"

Formatted: Font: (Default) Arial

ARTICLE II

RESPONSIBILITIES OF EIM PARTICIPATING RESOURCE

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



|

ARTICLE III**TERM AND TERMINATION**

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

3.2 Termination

3.2.1 Termination by CAISO. Subject to Section 5.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the EIM Participating Resource commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to the EIM Participating Resource, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO’s notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

3.2.2 Termination by EIM Participating Resource. In the event that the EIM Participating Resource no longer wishes to submit Bids and transmit Energy over the CAISO Controlled Grid, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Section 2.2.2, the EIM Participating Resource may modify Schedule 1 to remove EIM Resources which it no longer owns or no longer has contractual entitlement to and such modification shall be effective upon receipt by the CAISO. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the

preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the EIM Participating Resource's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV

CAISO TARIFF

- 4.1 **Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EIM Participating Resource shall abide by, and shall perform all of the obligations under the CAISO Tariff placed on EIM Participating Resources in respect of all matters set forth therein.

ARTICLE V

PENALTIES AND SANCTIONS

- 5.1 **Penalties.** [Subject to Section 11.5 of this Agreement](#), if the EIM Participating Resource fails to comply with any provisions of this Agreement, the CAISO shall be entitled to impose penalties and sanctions on the EIM Participating Resource. No penalties or sanctions may be imposed under this Agreement unless a CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO [Alternative Dispute Resolution \("ADR"\)](#) Procedures, shall be construed as waiving the rights of the EIM Participating Resource to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the EIM Participating Resource.

- 5.2 Corrective Measures.** If the EIM Participating Resource fails to meet or maintain the requirements set forth in this Agreement or Section 29 of the CAISO Tariff, the CAISO shall be permitted to take any of the measures, contained or referenced in Section 29 of the CAISO Tariff, which the CAISO deems to be necessary to correct the situation.

ARTICLE VI

COSTS

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

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

Formatted: Indent: Left: -0.31"

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Formatted: Level 2, Indent: Hanging: 0.5", Don't keep with next, Don't keep lines together

- 8.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Approvals.** The EIM Participating Resource represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Participating Resource prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE IX

LIABILITY

- 9.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with

Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 2. A Party must update the information in Schedule 2 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

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

11.4 Governing Law and Forum. ~~This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission-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 to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.~~

Formatted: Font: Univers

11.5 Consistency with Federal Laws and Regulations. This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.

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

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

11.8 Amendments. This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Participating Resource shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

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

11.10 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-0000.

11.11 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

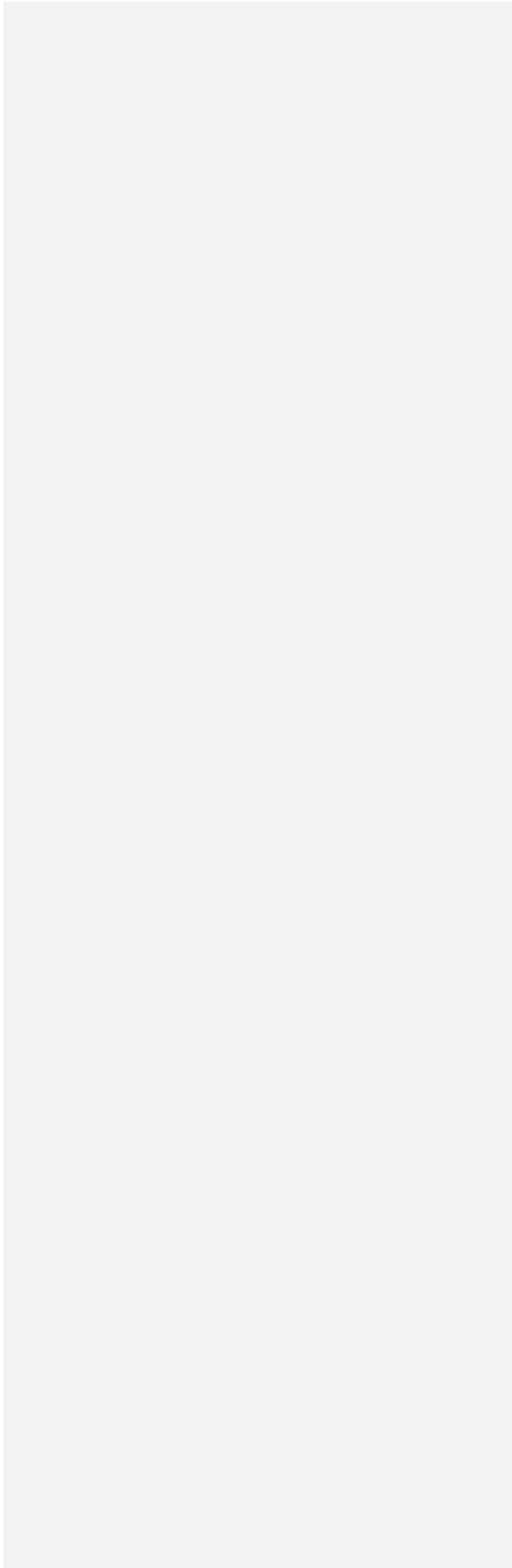
Formatted: Font: Univers

Formatted: Font: Univers, Bold

Formatted: Font: Univers

Formatted: Font: Univers, Bold

Formatted: Font: Univers



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: _____

The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region

By: _____
Name: Jack D. Murray

Title: Senior Vice President and Desert Southwest Regional Manager

Date: _____

Formatted: Underline

Formatted: Underline

Formatted: Underline

[The following page is a placeholder for Schedule 1, Section 1.]

[The following page is a placeholder for Schedule 1, Section 2.]

SCHEDULE 2**NOTICES**
[Section 11.2]**EIM Participating Resource**

Name of Primary Representative: John Paulson
Title: Energy Management and Marketing Manager
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: paulsen@wapa.gov
Phone: 602-605-2557
Fax No: N/A

Name of Alternative Representative: David Young
Title: Energy Management and Marketing Supervisor
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: young@wapa.gov
Phone: 602-605-2859
Fax No: N/A

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Company: California Independent System Operator
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Senior Manager, Regulatory Contracts
Company: California Independent System Operator
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment B.4 – EIM Participating Resource Scheduling Coordinator Agreement Redlines –

Service Agreement No. 7023

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION

EIM PARTICIPATING RESOURCE SCHEDULING COORDINATOR AGREEMENT

ENERGY IMBALANCE MARKET PARTICIPATING RESOURCE SCHEDULING COORDINATOR AGREEMENT

THIS **ENERGY IMBALANCE MARKET (EIM) PARTICIPATING RESOURCE SCHEDULING COORDINATOR AGREEMENT** (“AGREEMENT”) is made this _____ day of _____, 2022, and is entered into, by and between:

Formatted: Font: Not Bold

Formatted: Font: Arial

The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region (“EIM Participating Resource Scheduling Coordinator”) having its registered and principal executive office at 615 South 43rd Avenue, Phoenix, AZ 85009 (~~“EIM Participating Resource Scheduling Coordinator”~~),

Formatted: Tab stops: 0.38", Left + Not at 0.5"

Formatted: Font: Arial

Formatted: Font: Arial

and

Formatted: Tab stops: 0.19", Left + Not at 0.5"

~~(1) California Independent System Operator Corporation (“CAISO”), CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION~~, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate ~~(the “CAISO”).~~

Formatted: Indent Left: -0.31", No bullets or numbering, Tab stops: -0.31", Left + Not at 0.19"

Formatted: Font: Arial

Formatted: Font: Arial

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

Formatted: Font: Arial

Whereas:

A. The EIM Participating Resource Scheduling Coordinator has applied for or has been certified by the CAISO under the certification procedure referred to in Section 29 of the CAISO Tariff.

Formatted: Font: Arial

B. The EIM Participating Resource Scheduling Coordinator wishes to represent EIM Participating Resources under the terms and conditions set forth in Section 29 of the CAISO Tariff.

Formatted: Font: Arial

Formatted: Font: 10 pt

NOW IT IS HEREBY AGREED as follows:

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

1.1 Master Definitions Supplement. Terms and expressions used in this Agreement shall have the same meanings as those contained in the Master Definitions Supplement to the CAISO Tariff.

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

- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) "includes" or "including" shall mean "including without limitation";
- (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) unless the context requires otherwise, "or" is used in the conjunctive sense;

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial, Bold

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: 10 pt

(j) _____

_____ any reference to a day, week, month or year is to a calendar day, week, month or year; and

(k) _____

(l) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

Formatted: No bullets or numbering

Formatted: Indent: Left: 0.19", Hanging: 0.38", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.19" + Indent at: 0.44"

Formatted: No bullets or numbering

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

Formatted: Font: Arial

Formatted: Level 2, Indent: Left: -0.31", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.31" + Indent at: -0.06", Keep with next

2. Covenant of the EIM Participating Resource Scheduling Coordinator.

Formatted: Font: Bold

Formatted: Font: Bold

2.1 The EIM Participating Resource Scheduling Coordinator agrees that:

Formatted: Font: Arial

Formatted: Indent: Left: -0.06", First line: 0"

2.1.1 CAISO Tariff Section 29 governs all aspects of bidding and scheduling of Energy in the Real-Time Market, including (without limitation), the financial and technical criteria applicable to EIM Participating Resource Scheduling Coordinators, and other bidding, Settlement, information reporting requirements, and confidentiality restrictions applicable to EIM Participating Resource Scheduling Coordinators;

Formatted: Font: Arial

Formatted: Font: Arial

2.1.2 It shall abide by, and shall perform all of the obligations under Section 29 of the CAISO Tariff placed on EIM Participating Resource Scheduling Coordinators in respect of all matters set forth therein, including, without limitation, ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality, and dispute resolution;

2.1.3 It shall ensure that each EIM Participating Resource for which it submits Bids enters into an EIM Participating Resource Agreement in accordance with Section 29 of the CAISO Tariff;

2.1.4 It shall have the primary responsibility to the CAISO, as principal, for all EIM Participating Resource Scheduling Coordinator payment obligations pursuant to Section 29 of the CAISO Tariff; and

2.1.5 Its status as an EIM Participating Resource Scheduling Coordinator is at all times subject to Section 29 of the CAISO Tariff.

3. Term and Termination.

Formatted: Font: Arial

3.1 This Agreement shall commence on the later of (a) the date of execution of this Agreement or (b) the date the EIM Participating Resource Scheduling Coordinator is certified by the CAISO as an EIM Participating Resource Scheduling Coordinator.

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

3.2 This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the EIM Participating Resource Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with Federal Energy Reliability Regulatory Commission ("FERC"), if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC rules regarding termination.

Formatted: Font: Arial

Formatted: Font: Arial

4. Settlement Account.

Formatted: Font: Arial

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

Formatted: Font: Arial

Formatted: Font: Arial

5. Agreement to be bound by CAISO Tariff.

Formatted: Font: Arial

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

Formatted: Font: Arial

6. Electronic Contracting.

Formatted: Font: Arial

6.1 All submitted information, applications, schedules, Bids, confirmations, changes to information on file with the CAISO and other communications

Formatted: Font: Arial

conducted via electronic transfer (e.g. direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and

Formatted: Font: Arial

other implications as set forth in the terms and conditions of Section 29 of the CAISO Tariff as if executed in written format.

Formatted: Font: Arial

7. Penalties and Sanctions.

Formatted: Font: Arial

~~The Subject to Section 13.5 of this Agreement, the~~ EIM Participating Resource Scheduling Coordinator shall be subject to all penalties made applicable to EIM Participating Resource Scheduling Coordinators set forth in Section 29 of the CAISO Tariff.

Formatted: Font: Arial

8. Costs.

Formatted: Font: Arial

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

Formatted: Font: Arial

9. Dispute Resolution.

Formatted: Font: Arial

9.1 ~~The~~ Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

Commented [MK1]: Removed "subject to section 13.5" verbiage, per J. Anders/D. Gorlin input

Formatted: Font: Arial

10. Representation and Warranties.

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

Formatted: Font: Arial

Formatted: Font: Arial

11. Liability.

Formatted: Font: Arial

11.1 The ~~provisions~~ of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

Commented [MK2]: Removed "subject to section 13.5" verbiage, per J. Anders/D. Gorlin input

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

12. Uncontrollable Forces.

12.1 Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

Formatted: Font: Arial

Formatted: Font: Arial

13. Miscellaneous.

13.1 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

13.2 Notices. Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Participating Resource Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

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

13.4 Governing Law and Forum. [This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory](#)

Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO

[ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the](#)

Formatted: Indent: First line: 0"

~~—United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission. 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 to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.~~

Formatted: Font: Arial

13.5 Consistency with Federal Laws and Regulations. This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.

Commented [MK3]: Removed addition of environmental review provision, per J. Anders/D. Gorlin input Also renumbered following section 13 provisions as appropriate.

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

Formatted: Font: Arial

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

Formatted: Font: Arial

13.8 Amendments. This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Participating Resource Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

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

13.140 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-0000.

13.121 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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

Formatted: Tab stops: -0.25", Left + Not at -0.31"
Formatted: Font: Arial
Formatted: Font: Arial

California Independent System Operator Corporation

By: _____
Name: _____
Title: _____
Date: _____

UNITED STATES OF AMERICA
Department of Energy
Western Area Power Administration~~Western Area Power Administration Desert~~
Southwest Region

By: _____
Name: ~~Jack D. Murray~~ Scott R. Lund =
Scott R. Lund
Title: ~~Acting~~ Acting Senior Vice President and Desert Southwest Regional
Manager
Date: _____

SCHEDULE 1**NOTICES**
[Section 13.2]**EIM Participating Resource Scheduling Coordinator**

Formatted: Font: Arial

Name of Primary Representative: [John Paulsen](#)
Title: [Energy Management and Marketing Manager](#)
Company: Western Area Power Administration Desert Southwest Region
Address: 615 South 43rd Avenue
City/State/Zip Code: Phoenix, AZ 85009
Email Address: paulsen@wapa.gov
Phone: 602-605-[2557](#)
Fax No: N/A

Name of Alternative Representative: [David Young](#)
Title: [Energy Management and Marketing Supervisor](#)
Company: Western Area Power Administration Desert Southwest Region
Address: [615 South 43rd Avenue](#)
City/State/Zip Code: [Phoenix, AZ 85009](#)
Email Address: youngd@wapa.gov
Phone: [602-605-2859](#)
Fax No: N/A

CAISO

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Senior Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Formatted: Font: (Default) Arial

Attachment B.5 – EIM Entity Meter Service Agreement for Scheduling Coordinators (Merchant)

Redlines – Service Agreement No. 7175

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION~~Western Area~~
~~Power Administration - Desert Southwest~~
Region

Formatted: Centered

|

**METER SERVICE AGREEMENT
FOR SCHEDULING COORDINATORS**

METER SERVICE AGREEMENT FOR SCHEDULING COORDINATORS

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

(1) **The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region**, having its registered and principal place of business located at 615 South 43rd Avenue, - Phoenix, -AZ, -85009 (the "SC");

and

(2) **California Independent System Operator Corporation ("CAISO")**, a California non-profit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

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

Whereas:

- A.** Section 10 of the CAISO Tariff requires the CAISO to enter into a meter service agreement with each Scheduling Coordinator responsible for providing Settlement Quality Meter Data for Scheduling Coordinator Metered Entities that it represents.
- B.** Section 10 of the CAISO Tariff requires Scheduling Coordinators to ensure that the Scheduling Coordinator Metered Entities that they represent adhere to the requirements and standards for Metering Facilities set forth in Section 10.3.
- C.** The Parties are entering into this Agreement in order to establish the terms and conditions upon which the CAISO and the Scheduling Coordinator shall discharge their respective duties and responsibilities pursuant to this Agreement and the CAISO Tariff.
- D.** All obligations and responsibilities included in this Agreement may be set forth in further detail in the CAISO Tariff.

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

ARTICLE I

DEFINITIONS, ~~AND~~ INTERPRETATION, AND SCHEDULING COORDINATOR NON-JURISDICTIONAL STATUS

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a section, article or schedule shall mean a section, article or a schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;

- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;

- (j) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement; and
- (l) references to the CAISO Tariff and other CAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the CAISO.

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

ARTICLE II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by Federal Energy Regulatory Commission ("FERC"), if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

2.2 Termination

2.2.1 Termination by CAISO. Subject to Section 4.2 the CAISO may terminate this Agreement by giving written notice of termination in the event that the Scheduling Coordinator commits any default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the CAISO Tariff. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met,

and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

2.2.2 Termination by SC. In the event that the Scheduling Coordinator wishes to terminate this Agreement, the Scheduling Coordinator shall give the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Scheduling Coordinator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE III

GENERAL TERMS AND CONDITIONS

- 3.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to the provisions of the CAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the CAISO Tariff.
- 3.2 Requirements and Standards for Metering Facilities.** The Scheduling Coordinator shall ensure that the Scheduling Coordinator Metered Entities it represents shall adhere to the requirements and standards for Metering Facilities of its Local Regulatory Authority. If that Scheduling Coordinator Metered Entity's Local Regulatory Authority has not set any requirements or standards in relation to any of its Metering Facilities, the Scheduling Coordinator representing that Scheduling Coordinator Metered Entity must comply with the requirements and standards for those Metering Facilities

as set forth in this Agreement and the CAISO Tariff.

3.3 Obligations and Rights of the Scheduling Coordinator.

3.3.1 Meter Information. If the CAISO so requests, the Scheduling Coordinator shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to the meters for all Scheduling Coordinator Metered Entities it represents including the reference to specific distribution loss factors or methodology it proposes to use as determined by the relevant Utility Distribution Company (“UDC”) and approved by the relevant Local Regulatory Authority. The Scheduling Coordinator must immediately notify the CAISO of any changes to the information provided to the CAISO in accordance with this Section 3.3.1 and provide the CAISO with any information in relation to such change as reasonably requested by the CAISO. Any amendments or additions to Schedule 1 shall not constitute an amendment to this Agreement.

3.3.2 Assistance and Cooperation of Scheduling Coordinator. The Scheduling Coordinator shall ensure that the CAISO shall, upon reasonable notice, have access to the entire Metering Facilities of the Scheduling Coordinator Metered Entities that it represents from the meter data server to the Metering Facilities in order to inspect, test or otherwise audit those Metering Facilities.

3.3.3 Profiled and Cumulative Meter Data. The Scheduling Coordinator shall provide the CAISO with any applicable Approved Load Profile for each Scheduling Coordinator Metered Entity that it represents that is load profiled in accordance with the CAISO Tariff. The Scheduling Coordinator shall provide a copy of the Approved Load Profile applicable to each Scheduling Coordinator Metered Entity (if any) that it represents, which shall be set forth in Schedule 2 to this Agreement. The Scheduling Coordinator must immediately notify the CAISO of any changes to the Approved Load Profiles referred to in Schedule 2 to this Agreement and provide the CAISO with a copy of the new or amended Approved Load Profile. Such change to Schedule 2 shall not constitute an amendment to this Agreement.

3.3.4 Security and Validation Procedures. The Scheduling Coordinator shall apply to the Meter Data of the Scheduling Coordinator Metered Entities that it represents the security and validation procedures prescribed by the relevant Local Regulatory Authority. If the relevant Local Regulatory Authority has not prescribed any such procedures, the Scheduling Coordinator shall apply the procedures set forth in the CAISO Tariff. Meter Data submitted by a Scheduling Coordinator for Scheduling Coordinator Metered Entities shall conform to these standards unless the CAISO has, at its discretion, exempted the Scheduling Coordinator from

these standards.

3.4 Obligations and Rights of the CAISO.

3.4.1 Exemptions Granted by CAISO. Any exemptions provided for under the CAISO Tariff that are granted by the CAISO shall be set forth in Schedule 3 to this Agreement. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

3.4.2 CAISO as Third-Party Beneficiary. The CAISO shall be a third-party beneficiary to the agreements between the Scheduling Coordinator and Scheduling Coordinator Metered Entities that the Scheduling Coordinator represents. Such agreements shall grant the CAISO access to any relevant information, records and facilities of the Scheduling Coordinator Metered Entity as needed for the CAISO to fulfill its obligations under this Agreement and the CAISO Tariff.

ARTICLE IV

PENALTIES & SANCTIONS

- 4.1 Penalties.** ~~Subject to Section 11.5 of this Agreement, if~~ the Scheduling Coordinator provides inaccurate or incorrect Settlement Quality Meter Data or fraudulent Meter Data to the CAISO, the CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the Scheduling Coordinator. Fraudulent Meter Data means any data provided to the CAISO by the Scheduling Coordinator that the Scheduling Coordinator knows to be false, incorrect or incomplete at the time it provided it to the CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part A or in the CAISO Tariff. No penalties or sanctions, including the suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Scheduling Coordinator to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Scheduling Coordinator. The CAISO will provide notice to all Scheduling Coordinators of any filing of proposed penalties or sanctions with the FERC. The CAISO shall notify the Scheduling Coordinator of those approved penalties within 14 days of their approval by the FERC.
- 4.2 Corrective Measures.** If the Scheduling Coordinator or any Scheduling Coordinator Metered Entity that it represents fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as set forth in the CAISO Tariff, the CAISO shall be permitted to take corrective measures. Details of the corrective measures and rights the CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part B or in the CAISO Tariff.

ARTICLE V

ACCESS TO METER DATA

- 5.1 Third Parties.** Third parties that are authorized by the Scheduling Coordinator to access the Meter Data of a Scheduling Coordinator Metered Entity held by the CAISO and that are entitled to such Meter Data shall be identified in Schedule 5 to this Agreement. The Scheduling Coordinator shall not provide a third party access to Meter Data of a Scheduling Coordinator Metered Entity unless the Scheduling Coordinator has permission from that Scheduling Coordinator Metered Entity to provide that access. The relevant UDCs and Transmission Owners ("TOs") shall be included in Schedule 5 provided that the Scheduling Coordinator Metered Entity has granted those UDCs and TOs access to its Meter Data. Any amendment or addition to Schedule 5 shall not constitute an amendment to this Agreement. The Scheduling Coordinator shall, on request by the Scheduling Coordinator Metered Entity, access the Meter Data held by the CAISO relating to that Scheduling Coordinator Metered Entity and provide that Meter Data to the Scheduling Coordinator Metered Entity in a timely manner.

ARTICLE VI

COSTS

- 6.1 Certification, Inspection and Auditing of Meters.** The Scheduling Coordinator shall be responsible for all reasonable costs incurred by the CAISO or a CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the Scheduling Coordinator provides Meter Data to the CAISO. The CAISO or CAISO Authorized Inspector will furnish the Scheduling Coordinator, upon request, an itemized bill for such costs.

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO [Alternative Dispute Resolution \(“ADR”\)](#) Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 Representations and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Authority.** The Scheduling Coordinator represents and warrants that all of the entities which it identifies on Schedule 1 as Scheduling Coordinator Metered Entities that it represents have granted it all necessary authority to enable it to carry out its obligations under this Agreement and the CAISO Tariff, -and, subject to the execution and delivery by the CAISO, this Agreement will be enforceable against the Scheduling Coordinator in accordance with its terms.
- 8.3 Meter Data Access.** The Scheduling Coordinator represents and warrants that all third parties referred to in Schedule 5 to this Agreement have been authorized by the relevant Scheduling Coordinator Metered Entity as having access to its Settlement Quality Meter Data.

ARTICLE IX

LIABILITY AND INDEMNIFICATION

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the

CAISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and references in the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and all references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with the Scheduling Coordinator's Scheduling Coordinator Agreement and in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 6. A Party must update the information in Schedule 6 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in

Formatted: Indent: Left: 0", Hanging: 0.5", Space After: 12 pt, No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: 0.5", Left

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

11.4 Governing Law and Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.~~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 Scheduling Coordinator irrevocably consents that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.~~

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

11.5 Consistency with Federal Laws and Regulations. This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.

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

11.7 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be

relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

11.8 Amendments. This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

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

11.10 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-000.

11.11 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Formatted: Font: Bold

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: Bold

Formatted: Font: (Default) Arial

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: _____

Western Area Power Administration - Desert Southwest Region

By: _____
Name: Jack D. Murray
Title: Senior Vice President and Desert Southwest Regional Manager
Date: _____

Formatted: Underline

Formatted: Underline

Attachment B.6 – EIM Entity Meter Service Agreement for Scheduling Coordinators

(Transmission) Redlines – Service Agreement No. 7177

EIM Participating Agreements with Western Area Power Administration

California Independent System Operator Corporation

September 2, 2022

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

THE UNITED STATES OF AMERICA,
DEPARTMENT OF ENERGY,
ACTING BY AND THROUGH
WESTERN AREA POWER ADMINISTRATION
DESERT SOUTHWEST REGION~~Western Area~~
~~Power Administration - Desert Southwest~~
Region

Formatted: Centered

|

**METER SERVICE AGREEMENT
FOR SCHEDULING COORDINATORS**

METER SERVICE AGREEMENT FOR SCHEDULING COORDINATORS

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

(1) **The United States of America, Department of Energy, acting by and through Western Area Power Administration - Desert Southwest Region**, having its registered and principal place of business located at 615 South 43rd Avenue, - Phoenix, -AZ, -85009 (the "SC");

and

(2) **California Independent System Operator Corporation ("CAISO")**, a California non-profit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

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

Whereas:

- A.** Section 10 of the CAISO Tariff requires the CAISO to enter into a meter service agreement with each Scheduling Coordinator responsible for providing Settlement Quality Meter Data for Scheduling Coordinator Metered Entities that it represents.
- B.** Section 10 of the CAISO Tariff requires Scheduling Coordinators to ensure that the Scheduling Coordinator Metered Entities that they represent adhere to the requirements and standards for Metering Facilities set forth in Section 10.3.
- C.** The Parties are entering into this Agreement in order to establish the terms and conditions upon which the CAISO and the Scheduling Coordinator shall discharge their respective duties and responsibilities pursuant to this Agreement and the CAISO Tariff.
- D.** All obligations and responsibilities included in this Agreement may be set forth in further detail in the CAISO Tariff.

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

ARTICLE I

DEFINITIONS, ~~AND~~ INTERPRETATION, AND SCHEDULING COORDINATOR NON-JURISDICTIONAL STATUS

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a section, article or schedule shall mean a section, article or a schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;

- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;

- (j) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement; and
- (l) references to the CAISO Tariff and other CAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the CAISO.

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

ARTICLE II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by Federal Energy Regulatory Commission ("FERC"), if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

2.2 Termination

2.2.1 Termination by CAISO. Subject to Section 4.2 the CAISO may terminate this Agreement by giving written notice of termination in the event that the Scheduling Coordinator commits any default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the CAISO Tariff. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met,

and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

2.2.2 Termination by SC. In the event that the Scheduling Coordinator wishes to terminate this Agreement, the Scheduling Coordinator shall give the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Scheduling Coordinator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE III

GENERAL TERMS AND CONDITIONS

- 3.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to the provisions of the CAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the CAISO Tariff.
- 3.2 Requirements and Standards for Metering Facilities.** The Scheduling Coordinator shall ensure that the Scheduling Coordinator Metered Entities it represents shall adhere to the requirements and standards for Metering Facilities of its Local Regulatory Authority. If that Scheduling Coordinator Metered Entity's Local Regulatory Authority has not set any requirements or standards in relation to any of its Metering Facilities, the Scheduling Coordinator representing that Scheduling Coordinator Metered Entity must comply with the requirements and standards for those Metering Facilities

as set forth in this Agreement and the CAISO Tariff.

3.3 Obligations and Rights of the Scheduling Coordinator.

3.3.1 Meter Information. If the CAISO so requests, the Scheduling Coordinator shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to the meters for all Scheduling Coordinator Metered Entities it represents including the reference to specific distribution loss factors or methodology it proposes to use as determined by the relevant Utility Distribution Company (“UDC”) and approved by the relevant Local Regulatory Authority. The Scheduling Coordinator must immediately notify the CAISO of any changes to the information provided to the CAISO in accordance with this Section 3.3.1 and provide the CAISO with any information in relation to such change as reasonably requested by the CAISO. Any amendments or additions to Schedule 1 shall not constitute an amendment to this Agreement.

3.3.2 Assistance and Cooperation of Scheduling Coordinator. The Scheduling Coordinator shall ensure that the CAISO shall, upon reasonable notice, have access to the entire Metering Facilities of the Scheduling Coordinator Metered Entities that it represents from the meter data server to the Metering Facilities in order to inspect, test or otherwise audit those Metering Facilities.

3.3.3 Profiled and Cumulative Meter Data. The Scheduling Coordinator shall provide the CAISO with any applicable Approved Load Profile for each Scheduling Coordinator Metered Entity that it represents that is load profiled in accordance with the CAISO Tariff. The Scheduling Coordinator shall provide a copy of the Approved Load Profile applicable to each Scheduling Coordinator Metered Entity (if any) that it represents, which shall be set forth in Schedule 2 to this Agreement. The Scheduling Coordinator must immediately notify the CAISO of any changes to the Approved Load Profiles referred to in Schedule 2 to this Agreement and provide the CAISO with a copy of the new or amended Approved Load Profile. Such change to Schedule 2 shall not constitute an amendment to this Agreement.

3.3.4 Security and Validation Procedures. The Scheduling Coordinator shall apply to the Meter Data of the Scheduling Coordinator Metered Entities that it represents the security and validation procedures prescribed by the relevant Local Regulatory Authority. If the relevant Local Regulatory Authority has not prescribed any such procedures, the Scheduling Coordinator shall apply the procedures set forth in the CAISO Tariff. Meter Data submitted by a Scheduling Coordinator for Scheduling Coordinator Metered Entities shall conform to these standards unless the CAISO has, at its discretion, exempted the Scheduling Coordinator from

these standards.

3.4 Obligations and Rights of the CAISO.

3.4.1 Exemptions Granted by CAISO. Any exemptions provided for under the CAISO Tariff that are granted by the CAISO shall be set forth in Schedule 3 to this Agreement. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

3.4.2 CAISO as Third-Party Beneficiary. The CAISO shall be a third-party beneficiary to the agreements between the Scheduling Coordinator and Scheduling Coordinator Metered Entities that the Scheduling Coordinator represents. Such agreements shall grant the CAISO access to any relevant information, records and facilities of the Scheduling Coordinator Metered Entity as needed for the CAISO to fulfill its obligations under this Agreement and the CAISO Tariff.

ARTICLE IV

PENALTIES & SANCTIONS

- 4.1 Penalties.** ~~Subject to Section 11.5 of this Agreement, if~~ the Scheduling Coordinator provides inaccurate or incorrect Settlement Quality Meter Data or fraudulent Meter Data to the CAISO, the CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the Scheduling Coordinator. Fraudulent Meter Data means any data provided to the CAISO by the Scheduling Coordinator that the Scheduling Coordinator knows to be false, incorrect or incomplete at the time it provided it to the CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part A or in the CAISO Tariff. No penalties or sanctions, including the suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Scheduling Coordinator to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Scheduling Coordinator. The CAISO will provide notice to all Scheduling Coordinators of any filing of proposed penalties or sanctions with the FERC. The CAISO shall notify the Scheduling Coordinator of those approved penalties within 14 days of their approval by the FERC.
- 4.2 Corrective Measures.** If the Scheduling Coordinator or any Scheduling Coordinator Metered Entity that it represents fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as set forth in the CAISO Tariff, the CAISO shall be permitted to take corrective measures. Details of the corrective measures and rights the CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part B or in the CAISO Tariff.

ARTICLE V

ACCESS TO METER DATA

- 5.1 Third Parties.** Third parties that are authorized by the Scheduling Coordinator to access the Meter Data of a Scheduling Coordinator Metered Entity held by the CAISO and that are entitled to such Meter Data shall be identified in Schedule 5 to this Agreement. The Scheduling Coordinator shall not provide a third party access to Meter Data of a Scheduling Coordinator Metered Entity unless the Scheduling Coordinator has permission from that Scheduling Coordinator Metered Entity to provide that access. The relevant UDCs and Transmission Owners ("TOs") shall be included in Schedule 5 provided that the Scheduling Coordinator Metered Entity has granted those UDCs and TOs access to its Meter Data. Any amendment or addition to Schedule 5 shall not constitute an amendment to this Agreement. The Scheduling Coordinator shall, on request by the Scheduling Coordinator Metered Entity, access the Meter Data held by the CAISO relating to that Scheduling Coordinator Metered Entity and provide that Meter Data to the Scheduling Coordinator Metered Entity in a timely manner.

ARTICLE VI

COSTS

- 6.1 Certification, Inspection and Auditing of Meters.** The Scheduling Coordinator shall be responsible for all reasonable costs incurred by the CAISO or a CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the Scheduling Coordinator provides Meter Data to the CAISO. The CAISO or CAISO Authorized Inspector will furnish the Scheduling Coordinator, upon request, an itemized bill for such costs.

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO [Alternative Dispute Resolution \(“ADR”\)](#) Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 Representations and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Authority.** The Scheduling Coordinator represents and warrants that all of the entities which it identifies on Schedule 1 as Scheduling Coordinator Metered Entities that it represents have granted it all necessary authority to enable it to carry out its obligations under this Agreement and the CAISO Tariff, -and, subject to the execution and delivery by the CAISO, this Agreement will be enforceable against the Scheduling Coordinator in accordance with its terms.
- 8.3 Meter Data Access.** The Scheduling Coordinator represents and warrants that all third parties referred to in Schedule 5 to this Agreement have been authorized by the relevant Scheduling Coordinator Metered Entity as having access to its Settlement Quality Meter Data.

ARTICLE IX

LIABILITY AND INDEMNIFICATION

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the

CAISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and references in the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as references to the Scheduling Coordinator and all references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with the Scheduling Coordinator's Scheduling Coordinator Agreement and in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 6. A Party must update the information in Schedule 6 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in

Formatted: Indent: Left: 0", Hanging: 0.5", Space After: 12 pt, No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: 0.5", Left

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

11.4 Governing Law and Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: the U.S. Court of Federal Claims, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.~~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 Scheduling Coordinator irrevocably consents that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.~~

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

11.5 Consistency with Federal Laws and Regulations. This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.

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

11.7 Severability. If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be

relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

11.8 Amendments. This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

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

11.10 Federal Provisions. The CAISO hereby affirmatively agrees to incorporate into this Agreement the Federal Provisions identified in Attachment 2 to the Implementation Agreement between the Parties, which was accepted by the Federal Energy Regulatory Commission on November 17, 2021, in Docket No. ER-21-2950-000.

Formatted: Font: Bold

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

11.11 Electronic Signatures. The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Formatted: Font: Bold

Formatted: Font: (Default) Arial

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: _____

Western Area Power Administration - Desert Southwest Region

By: _____
Name: Jack D. Murray
Title: Senior Vice President and Desert Southwest Regional Manager
Date: _____

Formatted: Underline

Formatted: Underline

