

File No. 211002

Committee Item No. 3

Board Item No. 30

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 20, 2021

Board of Supervisors Meeting Date October 26, 2021

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>SFPUC Resolution No. 21-0141 9/14/21</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Planning Coordinator Agreement - 5/14/15</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Amendment No. 1 - 7/27/18</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>HRC Waiver 2/17/15</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CAISO Waiver 9/20/21</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Personal Services Contract Summary 9/20/21</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>

Completed by: Linda Wong Date October 13, 2021

Completed by: Brent Jalipa Date October 22, 2021

1 [Agreement Amendment - California Independent System Operator - Planning Coordinator
2 Services - Not to Exceed \$500,000]

3 **Resolution authorizing the General Manager of the Public Utilities Commission to**
4 **execute a Second Amendment to the Planning Coordinator (CS-399) Agreement**
5 **between the City and County of San Francisco Public Utilities Commission and the**
6 **California Independent System Operator, extending the agreement term from**
7 **November 11, 2021, to November 10, 2031, pursuant to Charter, Section 9.118, for a**
8 **total duration of approximately sixteen years, and for a total cumulative amount not to**
9 **exceed \$500,000; and delegating to the General Manager authority to approve certain**
10 **non-material amendments, as defined herein.**

11
12 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) owns electric
13 transmission facilities and generation units that are part of the Bulk Electric System (BES) and
14 are located within the Balancing Authority Area of the California Independent System
15 Operator (CAISO); and

16 WHEREAS, The SFPUC as an owner, operator, and user of the BES must comply with
17 applicable Reliability Standards developed by the North American Electric Reliability
18 Corporation (NERC) and the Western Electricity Coordination Council (WECC) and approved
19 by the Federal Energy Regulatory Commission (FERC); and

20 WHEREAS, The SFPUC is required to have a Planning Coordinator for its BES
21 facilities; and

22 WHEREAS, CAISO is the only entity that can provide Planning Coordinator services;
23 and

24 WHEREAS, In February 2015, the SFPUC obtained a sole source waiver for CAISO
25 from the San Francisco Human Rights Commission, and in May 2015, entered into CS-399,

1 Planning Coordinator Agreement (Agreement) with CAISO for an amount not to exceed
2 \$250,000 and with a total duration of three (3) years; and

3 WHEREAS, The Agreement is on file with the Clerk of the Board of Supervisors in File
4 No. 211002; and

5 WHEREAS, The Board was not asked to approve the Agreement because the term of
6 the agreement did not exceed ten years; and

7 WHEREAS, In June 2018, the SFPUC obtained a sole source waiver for CAISO from
8 the San Francisco Human Rights Commission, and in July 2018, entered into the First
9 Amendment to CS-399, Planning Coordinator Agreement (First Amendment) to extend the
10 term by three (3) years, for a total cumulative duration of six (6) years, with an expiration date
11 of November 10, 2021, and with no change to the contract amount; and

12 WHEREAS, The First Amendment is on file with the Clerk of the Board of Supervisors
13 in File No. 211002; and

14 WHEREAS, The Board was not asked to approve the First Amendment because the
15 extended term of the agreement did not exceed ten years; and

16 WHEREAS, Pursuant to the First Amendment, the Agreement is set to expire on
17 November 10, 2021; and

18 WHEREAS, On September 14, 2021, per Resolution No. 21-0141, the SFPUC
19 authorized the General Manager of the SFPUC to seek approval from the Board of
20 Supervisors under Charter Section 9.118 for a Second Amendment to the Agreement
21 (Second Amendment) to, among other things, extend the term from November 11, 2021 by
22 approximately ten (10) years to 2031, for a total cumulative duration of approximately sixteen
23 (16) years, and increase the contract amount to \$500,000; and

24 WHEREAS, On September 20, 2021, the SFPUC obtained a sole source waiver for
25 CAISO from the San Francisco Human Rights Commission for the Second Amendment; and

1 WHEREAS, The Second Amendment is on file with the Clerk of the Board of
2 Supervisors in File No. 211002; and

3 WHEREAS, In addition to extending the term of the Agreement, the Second
4 Amendment would: (1) continue to allow the SFPUC and CAISO to continue with their
5 respective responsibilities as Planning Coordinator and Transmission Planner; (2)
6 compensate CAISO an annual service fee for its services as Planning Coordinator, based on
7 CAISO's most recently published Cost of Service Study and the number of BES transmission
8 circuits owned by the SFPUC as included in CAISO's most current transmission plan; (3)
9 authorize the SFPUC General Manager to make, by letter agreement with CAISO,
10 modifications and amendments to the Agreement and Attachments to the Agreement as
11 amended that do not result in material changes to the parties' obligations or performance
12 under the agreement; and

13 WHEREAS; Any amendment to the not to exceed amount of \$500,000 and any other
14 material amendments to the Agreement must be by mutual written agreement, executed and
15 approved by the City in the same manner as the initial Agreement; and

16 WHEREAS, Funds will be available from current and future appropriations to Hetch
17 Hetchy Water Programmatic Budget, HHW-WECC/NERC Compliance; and

18 WHEREAS, Section 9.118 of the San Francisco Charter requires approval by the
19 Board of Supervisors for contracts in excess of ten years or requiring expenditures above
20 \$10,000,000; now, therefore, be it

21 RESOLVED, That this Board of Supervisors hereby authorizes the General Manager of
22 the San Francisco Public Utilities Commission to execute a Second Amendment to the
23 Planning Coordinator Agreement with the CAISO with a total duration of approximately
24 sixteen (16) years, for a total cumulative amount not to exceed \$500,000; and, be it
25

1 FURTHER RESOLVED, That within thirty (30) days of the Second Amendment being
2 fully executed by all parties the SFPUC shall provide the final agreement to the Clerk of the
3 Board for inclusion into the official file.

Item 3 File 21-1002	Department: Public Utilities Commission (PUC)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve the Second Amendment to the Planning Coordinator Agreement between the San Francisco Public Utilities Commission (SFPUC) and the California Independent System Operator (CAISO), extending the agreement by 10 years through November 10, 2031, and increasing the not-to-exceed amount by \$250,000, for a total amount not to exceed \$500,000. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> The SFPUC Power Enterprise owns transmission facilities and generation units that are part of the Bulk Electric System (BES) power grid. SFPUC is required to have a Planning Coordinator for its BES facilities. CAISO is the only entity authorized to provide this service for the CAISO Balancing Authority Area in which SFPUC's BES facilities are located. In 2015, SFPUC entered into a Planning Coordinator agreement with CAISO for a term of three years, from November 10, 2015 through November 4, 2018, and an amount not to exceed \$250,000. In 2018, SFPUC executed the First Amendment to the agreement, extending the term by three years through November 4, 2021. SFPUC and CAISO have agreed to extend the agreement for an additional 10 years through November 4, 2031. The proposed resolution would not change the scope of the agreement, which consists of CAISO providing Planning Coordinator Services for SFPUC transmission facilities and generation units. Under the agreement, CAISO performs these Planning Coordinator services, and the cost for services is based upon the number of transmission circuits owned by SFPUC, which is currently six transmission circuits. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed Second Amendment would increase the not-to-exceed amount of the Planning Coordinator Agreement by \$250,000, for a total not to exceed \$500,000. Based on CAISO's most recent rate study, CAISO's annual charge per transmission circuit is approximately \$4,221, or \$25,328 total for the six circuits owned by SFPUC. The not-to-exceed amount of \$500,000 accounts for potential cost increases based on future cost of service studies, as well potential increases in cost of services based on additional transmission circuits. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The San Francisco Public Utilities Commission (SFPUC) Power Enterprise owns transmission facilities and generation units that are part of the Bulk Electric System (BES) power grid. SFPUC must comply with applicable reliability standards developed by the North American Electric Reliability Corporation, including having a Planning Coordinator for its BES facilities. The California Independent System Operator (CAISO) is the only entity authorized to provide this service for the CAISO Balancing Authority Area in which SFPUC's BES facilities are located.

In 2015, SFPUC entered into a Planning Coordinator Agreement with CAISO for a term of approximately three years, from November 10, 2015 through November 4, 2018, and an amount not to exceed \$250,000. SFPUC obtained a sole-source waiver from the Office of Contract Administration because CAISO is the only authorized provider of Planning Coordinator services. In 2018, SFPUC executed the First Amendment to the Planning Coordinator Agreement, extending the term by three years through November 10, 2021, with no change to the not-to-exceed amount. SFPUC and CAISO have agreed to extend the agreement for an additional 10 years through November 10, 2031, for a total contract term of 16 years. In September 2021, the SFPUC Commission approved the Second Amendment to the Planning Coordinator Agreement with CAISO.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the Second Amendment to the Planning Coordinator Agreement with CAISO, extending the term by 10 years through November 10, 2031, and increasing the not-to-exceed amount by \$250,000, for a total not to exceed \$500,000.

The proposed resolution would not change the scope of the agreement, which consists of CAISO providing Planning Coordinator Services for SFPUC transmission facilities and generation units. Under the agreement, CAISO performs these Planning Coordinator services, and the cost for services is based upon the number of transmission circuits owned by SFPUC. SFPUC currently has six transmission circuits. If SFPUC undertakes transmission projects that increase the number of circuits, that could potentially increase CAISO's cost of services.

FISCAL IMPACT

The proposed Second Amendment would increase the not-to-exceed amount of the Planning Coordinator Agreement by \$250,000, for a total not to exceed \$500,000. Actual expenditures to date on the agreement total \$155,956.

According to Cheryl Sperry, SFPUC Hetch Hetchy Water Administrative Services Manager, CAISO is required to conduct a rate study every three years to determine its Planning Coordinator service charges. Based on the most recent study, CAISO's annual charge per transmission circuit is approximately \$4,221, or \$25,328 total for the six circuits owned by SFPUC. The not-to-exceed amount of \$500,000 accounts for potential cost increases based on future cost of service studies, as well potential increases in cost of services based on additional transmission circuits.

RECOMMENDATION

Approve the proposed resolution.

PLANNING COORDINATOR AGREEMENT**SECOND AMENDMENT**

THIS SECOND AMENDMENT (this “Second Amendment”) to the PLANNING COORDINATOR AGREEMENT by and between the California Independent System Operator Corporation (“CAISO”) and the City and County of San Francisco (“San Francisco”), acting by and through its Public Utilities Commission, is made as of _____, 2021.

RECITALS

- A. WHEREAS, CAISO and San Francisco have entered into the Planning Coordinator Agreement (as defined below); and
- B. WHEREAS, CAISO and San Francisco desire to modify the Planning Coordinator Agreement on the terms and conditions set forth herein to extend the performance period and update certain attachments to the Planning Coordinator Agreement.

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

- 1. Definitions.** The following definition shall apply to this Second Amendment:

Agreement. The term “Planning Coordinator Agreement” shall mean the Planning Coordinator Agreement dated May 14, 2015 between CAISO and San Francisco, as amended by the First Amendment dated July 22, 2018 and made effective November 10, 2018.

- 2. Modifications to the Agreement.** The Planning Coordinator Agreement is hereby modified as follows:

- 2a.** Section 3.1: Coordination, of the Planning Coordinator Agreement currently reads:

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

Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

Such section is hereby amended in its entirety to read as follows:

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and San Francisco anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the SF BES Facilities. San Francisco and CAISO shall meet and confer every three (3) years commencing from the Effective Date of the Current Term to revise Attachment 2 by mutual written agreement pursuant to Section 4.21. Regardless of the terms set forth in Attachment 2, the Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

2b. Section 4.1.1: Annual Service Fee, of the Planning Coordinator Agreement currently reads:

4.1.1 Annual Service Fee. San Francisco will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee ("Annual Fee"), which will not exceed an aggregate sum of \$250,000 during the Current Term of the Agreement.

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

The annual service fee will be based on the number of BES transmission circuits that are owned by San Francisco and included in the CAISO's Transmission Register multiplied by CAISO's long-term transmission planning process ("TPP") cost per transmission circuit. The TPP cost per transmission circuit will be based on the CAISO annual budget and Grid Management Charge Rates as amended from time to time and the total number of circuits owned by the PTOs included in the CAISO's most current transmission plan. The calculation of the annual service fee for each year of the Current Term is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner using data from the most recently published California ISO Grid Management Charge Update Cost of Service Study.

Such section is hereby amended in its entirety to read as follows:

4.1.1 Annual Service Fee. San Francisco will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee (“Annual Fee”), which will not exceed an aggregate sum of \$500,000 for six BES transmission circuits (as identified in CONFIDENTIAL Attachment 1) from May 14, 2015 through the Current Term. The aggregated not to exceed amount and the BES transmission circuits identified in CONFIDENTIAL Attachment 1 are subject to change if there is a change in the number of circuits included in this Agreement. The diagram in Attachment 1 is CONFIDENTIAL and relates to HHWP BES Transmission Circuits.

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

The annual service fee will be based on the number of BES transmission circuits that are owned by San Francisco and included in the CAISO’s Transmission Register multiplied by CAISO’s long-term transmission planning process (“TPP”) cost per transmission circuit. The TPP cost per transmission circuit will be based on the data provided in the CAISO’s most recently published Cost of Service Study and the total number of BES transmission circuits owned by the PTOs included in the CAISO’s most current transmission plan. The calculation of the annual service fee is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner. San Francisco and the CAISO will meet and confer should there be a change in the number of BES transmission circuits owned by San Francisco and, in any event, every three years commencing from the Effective Date of the Current Term to revise Attachment 3 by mutual agreement in writing pursuant to Section 4.21.

2c. Section 4.3 Effective Date of the Planning Coordinator Agreement currently reads:

4.3 Effective Date. This Agreement shall be effective on November 10, 2018 if duly executed by the Parties (“Effective Date”) and shall remain in full force and effect until November 10, 2021 (“Current Term”) or as terminated pursuant to Section 4.4 of this Agreement. Notwithstanding the foregoing, the Parties agree that the San Francisco Controller must certify the availability of funds and notify the CAISO in writing of such before the Agreement may become effective. The Parties may mutually agree in writing to extend the term of the Agreement an additional three (3) years at any time, provided that, with respect to San Francisco, such agreement must be approved in the same manner as this Agreement and must comply with all applicable San Francisco requirements.

Such section is hereby amended in its entirety to read as follows:

4.3 Effective Date. This Agreement shall be effective on November 11, 2021 if duly executed by the Parties (“Effective Date”) and shall remain in full force and effect until November 10, 2031 (“Current Term”) or as terminated pursuant to Section 4.4 of this Agreement. Notwithstanding the foregoing, the Parties agree that the San Francisco Controller must certify the availability of funds and notify the CAISO in writing of such before the Agreement may become effective. The Parties may mutually agree in writing to extend the term of the Agreement at any time pursuant to Section 4.21 of this Agreement, provided that, with respect to San Francisco, such agreement must comply with all applicable San Francisco requirements.

2d. Section 4.21 Amendments of the Planning Coordinator Agreement currently reads:

4.21 Amendments. This Agreement and the Attachments hereto may be amended from time to time by the mutual agreement of the Parties in writing, but in the case of San Francisco, such mutual written agreement must be executed and approved in the same manner as this Agreement. If FERC filing is required for this Agreement, amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If FERC filing is not required for this Agreement, an amendment shall become effective in accordance with its terms.

If FERC filing is required for this Agreement, nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and San Francisco 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.

Such section is hereby amended in its entirety to read as follows:

4.21 Amendments. This Agreement and the Attachments hereto may be amended from time to time by the mutual agreement of the Parties in writing, but in the case of San Francisco, for material amendments to the Agreement such mutual written agreement must be executed and approved in the same manner as this Agreement. Modifications to the Agreement that do not result in material changes to the Parties' obligations or performance herein may be made pursuant to a letter agreement between the Parties. Subject to the "not to exceed amount" set forth in Section 4.1.1 (Annual Service Fee), Attachments 1 (Diagram), 2 (California ISO (CAISO) and City and County of San Francisco Hetch Hetchy Water and Power (HHWP) Coordination), 3 (Long Term Transmission Planning Cost of Service Calculation), and 5 (Applicable Local Rules and Ordinances) to this Agreement may be changed pursuant to a letter agreement between the Parties. If FERC filing is required for this Agreement, amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If FERC filing is not required for this Agreement, an amendment shall become effective in accordance with its terms.

If FERC filing is required for this Agreement, nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and San Francisco 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.

2e. Attachment 1. Attachment 1: "Diagram" of the Planning Coordinator Agreement is replaced in its entirety by CONFIDENTIAL Attachment 1 to this Second Amendment.

2f. Attachment 2. Attachment 2: "CAISO and San Francisco Coordination" of the Planning Coordinator Agreement is replaced in its entirety by Attachment 2: "California ISO (CAISO) and City and County of San Francisco Hetch Hetchy Water and Power (HHWP) Coordination" to this Second Amendment.

2g. Attachment 3. Attachment 3: "Calculation of Annual Service Fee For 2014" of the Planning Coordinator Agreement is replaced in its entirety by

Attachment 3: “Long Term Transmission Planning Cost of Service Calculation” to this Second Amendment.

2h. Attachment 4. Attachment 4: “Notices” of the Planning Coordinator Agreement is replaced in its entirety by Attachment 4 to this Second Amendment.

3. Legal Effect. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Planning Coordinator Agreement shall remain unchanged and in full force and effect. The Parties agree that the modifications contained in this Second Amendment do not require approval by FERC.

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

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

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

City and County of San Francisco

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

William K. Sanders
Deputy City Attorney

CONFIDENTIAL - Attachment 1

The following listed documents are CONFIDENTIAL and not available for public review.

- Diagram – HHWP Generating and Electric Transmission Facilities
- HHWP BES Transmission Circuits

Attachment 2¹**California ISO (CAISO) and City and County of San Francisco Hetch Hetchy Water and Power (HHWP) Coordination****1. Facility Interconnection Studies**

Applicable standard: FAC-002-3 (4/1/2021)

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

2. Transmission Planning

Applicable standards: TPL-001-; (TPL-001-5.1 has a 7/1/2023 effective date); TPL-007-4; WECC Regional Criteria TPL-001-WECC-CRT-3.2; WECC BES Inclusion Guideline.

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

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

Applicable standards: FAC-010-3, FAC-014-2

¹ The "Applicable standards" noted herein are those in effect as of the execution date of this Planning Coordinator Agreement. However, the Planning Coordinator Agreement shall automatically incorporate requirements set forth in any new applicable standards or revisions of existing applicable standards with Effective Dates during the term of this agreement.

CAISO will document and share its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Authority Area, while FAC-010 continues to be applicable to the Planning Authority (a.k.a., Planning Coordinator), including sharing its SOL Methodology with HHWP. Pursuant to FAC-014-2, HHWP will establish and provide to CAISO SOLs for the HHWP system consistent with the CAISO SOL Methodology, as applicable. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by HHWP.

HHWP will provide to CAISO HHWP's list of multiple HHWP/Adjacent system contingencies (if any) which result in stability limits on the HHWP system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Modeling, Data, and Analysis

Applicable standards: MOD-031-3 (4/1/2021); MOD-032-1; MOD-033-2 (4/1/2021)

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

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

5. Underfrequency Load Shedding (UFLS)

Applicable standard and regional criteria: PRC-006-5 D.B. Regional Variance for the WECC (see pages 25-28 and pages 29-34 of the NERC Standard), WECC Regional Criteria PRC-006-WECC-CRT-3.1.

HHWP will participate and/or provide information as necessary for CAISO's studies related to PRC-006. HHWP will participate and/or provide information as necessary for the CAISO's activities related to PRC-006-WECC-CRT-3.1

6. Transmission Relay Loadability

Applicable standard: PRC-023-4

CAISO will include the HHWP system in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-4, R6. Upon request, HHWP will provide facilities information needed by CAISO to perform its PRC-023-4 evaluations.

7. Additional Protection and Control Standards²

Applicable Standards: PRC-010-2 Undervoltage Load Shedding (UVLS), if applicable; PRC-012-2 Remedial Action Schemes (RAS) (1/1/2021 Effective Date), if applicable, PRC-026-1 Relay Performance During Stable Power Swings, if applicable.

Should PRC-010 become applicable to HHWP in the future, HHWP will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

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

With respect to PRC-012-2 R4, the CAISO began its R4 RAS evaluation in 2020 with applicable TO/TP input. The R4 RAS evaluation will be performed over the allowed five-year period. CAISO will provide year-end results of the RAS evaluation to each applicable TO/TP who own RAS which have been evaluated during the year. R4 allows for applicable RAS to be reviewed over a five-year period.

Should PRC-012 become applicable to HHWP in the future, CAISO as the Planning Coordinator would provide any relevant information to HHWP in compliance with PRC-012-2 (RAS) R4.

² These Standards are applicable to HHWP's Functional Registrations; however, HHWP does not currently own the related equipment or meet the required criteria. If during the term of the Planning Coordinator Agreement HHWP's status related to any of these Standards changes, the responsibilities outlined by the Standards shall be performed by CAISO and/or HHWP as applicable.

8. Interconnection Reliability Operations and Coordination

Applicable Standard: IRO-017-1 Outage Coordination Requirements R3 & R4

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

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

9. Nuclear

NUC-001-4 is applicable to the CAISO as a Planning Coordinator and to its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the CAISO Controlled Grid.

NUC-001-4 is not applicable to HHWP, as HHWP does not have any nuclear facilities.

10. Cyber Security Standards

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

CIP-014-2 R2 – Physical Security (only if the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1.)

Attachment 3

Long Term Transmission Planning Cost of Service Calculation



Long Term Transmission Planning Cost Calculation

Reference Documents

2019 Cost of Service Study and 2021 GMC Update

<http://www.caiso.com/Pages/DocumentLibrary.aspx?DocId=20200802-6406-4baa-b208-02a6457b0d9>

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

Component	Code	Market Services	System Operations	CRR Services	Reliability Coordinator	Indirect	Amount	LTPP Factor	Allocation to LTPP	Identifier	Formula
Allocation of Direct Costs (ABC Level 2 Activities)											
Develop Infrastructure	80001										
Develop & Monitor Regulatory Contract Procedures	201	95%			5%		\$ 644	0%	\$ -		
Manage Generator Interconnection Agreements (GIA)	202		100%				\$ 319	0%	-		
Manage Generator Interconnection Process (GIP)	203		100%				\$ 2,765	0%	-		
Manage Long Term Transmission Planning	204		100%				\$ 6,618	50%	3,309		
Manage Transmission and Resource Implementation	205		95%		5%		\$ 685	0%	-		
Manage Transmission Maintenance Standards	206		100%				\$ 514	0%	-		
NERC/ WECC Loads & Resources Data Requests	207		100%				\$ 247	0%	-		
Seasonal Assessment	208		100%				\$ 284	0%	-		
Manage Queue	209		100%				\$ 786	0%	-		
Manage Annual Delivery Assessment	210		100%				\$ 1	0%	-		
Total LTPP Direct Costs									\$ 3,309	(1)	= \$6,618 x factor of 50%
Note: Information pulled from the 2019 Cost of Service Study.											
Allocation of Indirect Costs											
Total Direct Net System Operations Costs (before allocation of indirect costs)									\$ 43,934	(2)	
Percentage of LTPP costs to ABC level 2 Direct Costs									7.53%	(3)	= (1) / (2)
Total System Operations Indirect Dollars Allocated									\$ 44,116	(4)	
Total LTPP Indirect Costs									\$ 3,323	(5)	= (3) * (4)
Total Long Term Transmission Planning Costs									\$ 6,632	(6)	= (1) + (5)
Annual Planning Coordinator Service Charge Calculation											
Total number of transmission circuits in ISO 2019 Transmission Plan									1,571	(7)	
LTPP cost per transmission circuit in ISO 2019 Transmission Plan									\$ 4.22	(8)	= (6) / (7)
Total number of transmission circuits in HHWP's system									6	(9)	
Annual Planning Coordinator Service Charge (\$ in 1000s)									\$ 25,328	(10)	= (8) * (9)

Attachment 4**Notices**

1. As to the CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION:

Regulatory Contracts
250 Outcropping Way
Folsom, CA 95630
Telephone: (916) 351-4400
Electronic mail: RegulatoryContracts@caiso.com

Attn: Accounting
250 Outcropping Way
Folsom, CA 95630

Bank Wiring Instructions:
By Wire: Wells Fargo Bank, N.A.
ABA Routing #: 121000248
Account # 4122041783

2. As to the CITY AND COUNTY OF SAN FRANCISCO:

Margaret Hannaford
Division Manager
Hetch Hetchy Water and Power
PO Box 160
Moccasin, CA 95347
Telephone: (209) 989-2063
Electronic mail: mhannaford@sfwater.org

With a copy to:

Theresa Mueller
Chief Energy and Telecommunications Deputy
Office of City Attorney Dennis J. Herrera
Room 234, City Hall
San Francisco, CA 94102
Telephone: (415) 554-4640
Electronic mail: theresa.mueller@sfcityatty.org

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 21-0141

WHEREAS, The SFPUC owns transmission facilities and generation units that are part of the Bulk Electric System (BES) and are located within the Balancing Authority Area of the California Independent System Operator (CAISO); and

WHEREAS, The SFPUC as an owner, operator, and user of the BES must comply with applicable Reliability Standards developed by the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordination Council (WECC) and approved by the Federal Energy Regulatory Commission (FERC); and

WHEREAS, The SFPUC is required to have a Planning Coordinator for its BES facilities; and

WHEREAS, CAISO is the only entity authorized to provide these services for the CAISO Balancing Authority Area; and

WHEREAS, In 2015, the SFPUC obtained a sole source waiver for CAISO and entered into the Planning Coordinator Agreement; and

WHEREAS, In 2018, the parties entered into the First Amendment to the Planning Coordinator Agreement to extend the term by three years, with an expiration date of November 10, 2021; and

WHEREAS, The parties now desire to enter into a Second Amendment to the Planning Coordinator Agreement to, among other things, extend the term from November 11, 2021 by approximately 10 years to 2031 for a total duration of approximately 16 years; and

WHEREAS, In addition to extending the term of the Planning Coordinator Agreement, the Amended Planning Coordinator Agreement would: (1) continue to allow the SFPUC and CAISO to continue with their respective responsibilities as Planning Coordinator and Transmission Planner; (2) compensate CAISO an annual service fee for its services as Planning Coordinator, based on CAISO's most recently published Cost of Service Study and the number of BES transmission circuits owned by the SFPUC as included in CAISO's most current transmission plan; (3) authorize the SFPUC General Manager to make, by letter agreement with CAISO, modifications and amendments to the Planning Coordinator Agreement and Attachments to the Planning Coordinator Agreement that do not result in material changes to the parties' obligations or performance under the agreement; and

WHEREAS, The SFPUC must submit the Second Amendment to the Planning Coordinator Agreement to the Board of Supervisor for approval under Charter Section 9.118 because the term of the agreement exceeds 10 years; and

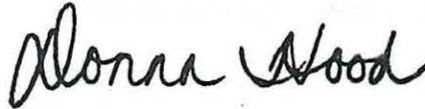
WHEREAS, The estimated cost of services is \$500,000 over the term of the contract; and

WHEREAS, Services under the First Amendment Planning Coordinator Agreement are anticipated to expire in November 2021, and the total duration of this agreement, as amended, is expected to be approximately 16 years; and

WHEREAS, Funds will be available from current and future appropriations to Hetch Hetchy Water Programmatic Budget, HHW-WECC/NERC Compliance; now, therefore, be it

RESOLVED, That this Commission hereby authorizes the General Manager to execute a Second Amendment to the Planning Coordinator Agreement with the CAISO for an amount not-to-exceed \$500,000, and with a total duration of approximately 16 years, subject to approval by the Board of Supervisors pursuant to San Francisco Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of September 14, 2021.



Secretary, Public Utilities Commission



San Francisco Water

Services of the San Francisco Public Utilities Commission

HH Water & Power

Contract Administration Bureau
525 Golden Gate, 8th Floor
San Francisco, CA 94102
T 415.551.4603
F 415.554.3225

NOV 30 2015

November 20, 2015

Moccasin Admin

John E. Spomer
California ISO
Regulatory Contracts, 250 Outcropping Way
Folsom, CA 95630
Email: RegulatoryContracts@caiso.com

RE: 1) Notice of Contract Award - CAISO Planning Authority Services (CS-399)
2) Transmittal - Executed Agreement between the City and County of San Francisco
Public Utilities Commission and California ISO

Dear Mr. Spomer:

This letter provides a *notification of contract award* for the following contracted work:

BLANKET PURCHASE ORDER NO: BPUC16000045

- Work may not be charged against this
blanket purchase order number

SCOPE:

To provide planning coordinator services
as a California Independent System
Operator on behalf of SFPUC and Hetch
Hetchy Water & Power, as required by
the North American Electric Reliability
Corporation (NERC) standards.

EFFECTIVE DATE:

November 10, 2015 to November 4, 2018

CONTRACT TO DATE:

Total value of contract not to exceed
\$250,000.00

Invoices must be charged against specific task orders only after a *Notice to Proceed* has
been issued.

Should you have any questions, please do not hesitate to contact Rosiana Angel at (415)
554-1549.

Enclosure: Executed Agreement

cc: Daniel Mason
File/NCA-CS-399

Edwin M. Lee
Mayor

Francesca Viator
President

Anson Moran
Vice President

Ann Moller Caen
Comptroller

Vince Courtney
Commissioner

Ike Kwon
Commissioner

Harlan L. Kelly, Jr.
General Manager





PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this 14th day of May 2015, and is entered into, by and between:

(1) City and County of San Francisco, a municipal corporation ("San Francisco" or "City");

and

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

San Francisco and the CAISO are hereinafter referred to as the "Parties".

RECITALS

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

B. WHEREAS, the North American Electric Reliability Corporation ("NERC") and the Western Electricity Coordinating Council ("WECC") have developed Reliability Standards, certain of which apply to CAISO and San Francisco, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western United States including California; and

C. WHEREAS, San Francisco owns transmission facilities and generation units connected to those transmission facilities that are part of the Bulk Electric System ("BES") and are located within CAISO's Balancing Authority Area ("BAA") (collectively, "SF BES Facilities") but is not a Participating Transmission Owner ("PTO") as that term is defined in the FERC approved tariff of CAISO ("CAISO Tariff"); and

D. WHEREAS, San Francisco's current SF BES Facilities are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2 herein); and



PLANNING COORDINATOR AGREEMENT

E. WHEREAS, San Francisco is registered with NERC as a Generation Owner, Transmission Owner, Transmission Operator and Transmission Planner under the name of Hetch Hetchy Water and Power ("HHWP"); and

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

G. WHEREAS, the City has determined that there is a need for San Francisco to identify a Planning Coordinator for its SF BES Facilities, currently and into the foreseeable future; and

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

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

J. WHEREAS, the San Francisco Public Utilities Commission ("SFPUC"), a department of San Francisco, obtained a sole source waiver for CAISO on February 20, 2015; and

K. WHEREAS, approval for this Agreement was obtained when the San Francisco Civil Service Commission approved Contract number PSC 42027-13/14 on August 4, 2014; and

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

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



AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

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

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

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



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

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

(b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the SF BES Facilities;

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

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

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

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

(b) San Francisco will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the SF BES Facilities.

ARTICLE III PROCEDURES AND COMPLIANCE

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



Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes.

Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for San Francisco. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the SF BES Facilities may be processed pursuant to the interconnection procedures adopted by San Francisco and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

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

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

3.5 Provision of Data. San Francisco will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the SF BES Facilities.

3.6 Compliance.

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

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

3.7 Additional Studies or Assessments By CAISO. San Francisco may request CAISO to undertake additional studies or assessments that are not



within CAISO's responsibility as a Planning Coordinator. At its sole discretion, CAISO may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by San Francisco in accordance with Section 4.1.2 of the Agreement.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment.

4.1.1 Annual Service Fee. San Francisco will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee ("Annual Fee"), which will not exceed an aggregate sum of \$250,000 during the Current Term of the Agreement.

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

The annual service fee will be based on the number of BES transmission circuits that are owned by San Francisco and included in the CAISO's Transmission Register multiplied by CAISO's long term transmission planning process ("TPP") cost per transmission circuit. The TPP cost per transmission circuit will be based on the CAISO annual budget and Grid Management Charge Rates as amended from time to time and the total number of circuits owned by the PTOs included in the CAISO's most current transmission plan. The calculation of the annual service fee for each year of the Current Term is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner using data from the most recently published California ISO Grid Management Charge Update Cost of Service Study.

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



4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be in a form acceptable to San Francisco and include a unique invoice number. San Francisco will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by San Francisco to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality.

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

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

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential



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

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff and San Francisco must comply with San Francisco's Sunshine Ordinance, San Francisco Administrative Code §67.

4.3 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC, if such FERC filing is required, ("Effective Date") and shall remain in full force and effect for three (3) years from the Effective Date ("Current Term") or as terminated pursuant to Section 4.4 of this Agreement. Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein. Notwithstanding the foregoing, the Parties agree that the San Francisco Controller must certify the availability of funds and notify the CAISO in writing of such before the Agreement may become effective. The Parties may mutually agree in writing to extend the term of the Agreement at any time, provided that, with respect to San Francisco, such agreement must be approved in the same manner as this Agreement and must comply with all applicable San Francisco requirements.

4.4 Termination.

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to San Francisco, in the event that San Francisco commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to San Francisco written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to San Francisco. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a San Francisco uncured material default, the filing of the notice of termination by CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after



PLANNING COORDINATOR AGREEMENT

issuance of the notice of default. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by San Francisco. San Francisco may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of San Francisco's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

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

4.4.4 Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the San Francisco's Charter. This Agreement will terminate without penalty, liability or expense of any kind to San Francisco at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. San Francisco has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. San Francisco budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. CAISO's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

In addition, charges for services rendered by CAISO under this Agreement will accrue only after prior written authorization certified by the Controller, and the amount of San Francisco's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. Except as may be provided by laws governing emergency procedures, officers and employees of San Francisco are not authorized to request, and San Francisco is not required to reimburse the CAISO for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of San Francisco are not authorized to offer or promise, nor is San Francisco required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the San Francisco Controller. The San Francisco



Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

4.4.5 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), Section 4.15 (Compliance with San Francisco Laws and Ordinances), Section 4.16 (Taxes), Section 4.19 (Merger), Section 4.20 (Severability) and Section 4.21 (Amendments), (ii) relieve San Francisco of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

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

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

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

4.7 Liability.

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



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

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, reasonable levels of Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage. Upon request, CAISO shall provide San Francisco with copies of its certificates of insurance evidencing the coverage maintained pursuant to this Section 4.8 and shall name San Francisco as an additional insured to the extent of its insurable interest. CAISO's insurance policies shall require third party insurers providing Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage supporting this Agreement to waive any rights of subrogation or recovery in favor of San Francisco.

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

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

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to San Francisco and references to the CAISO Tariff shall be read as



PLANNING COORDINATOR AGREEMENT

references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

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

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

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

4.15 Compliance with San Francisco Laws and Ordinances. San Francisco is required to advise contracting parties of certain state and local rules and ordinances that these parties must adhere to during the course of performance of a contract with San Francisco. CAISO acknowledges that it has read and understands the rules and ordinances specified in Attachment 5 hereto, and that it complies with these provisions to the extent they are applicable to CAISO's performance of services under this Agreement.

4.16 Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of the CAISO.

4.17 Subcontracting. Neither Party may subcontract this Agreement, or any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.



4.18 Non-Discrimination. In the performance of this Agreement, CAISO agrees not to discriminate against any employee, San Francisco employee working with CAISO, applicant for employment with CAISO, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

4.21 Amendments. This Agreement and the Attachments hereto may be amended from time to time by the mutual agreement of the Parties in writing, but in the case of San Francisco, such mutual written agreement must be executed and approved in the same manner as this Agreement. If FERC filing is required for this Agreement, amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If FERC filing is not required for this Agreement, an amendment shall become effective in accordance with its terms.

If FERC filing is required for this Agreement, nothing contained herein shall be construed as affecting in any way the right of CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and San Francisco 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



PLANNING COORDINATOR AGREEMENT

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


4.22 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.



PLANNING COORDINATOR AGREEMENT

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

California Independent System Operator Corporation

By: 
Name: Eric Schmitt
Title: VP, Operations
Date: 5/7/2015

City and County of San Francisco

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

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Jeanne M. Solé
Deputy City Attorney



California ISO
Shaping a Renewed Future

PLANNING COORDINATOR AGREEMENT

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

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

City and County of San Francisco

By: Harlan L. Kelly, Jr.

Name: Harlan L. Kelly, Jr.

Title: General Manager, San Francisco Public Utilities Commission

Date: May 14, 2015

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Jeanne M. Solé
Jeanne M. Solé
Deputy City Attorney



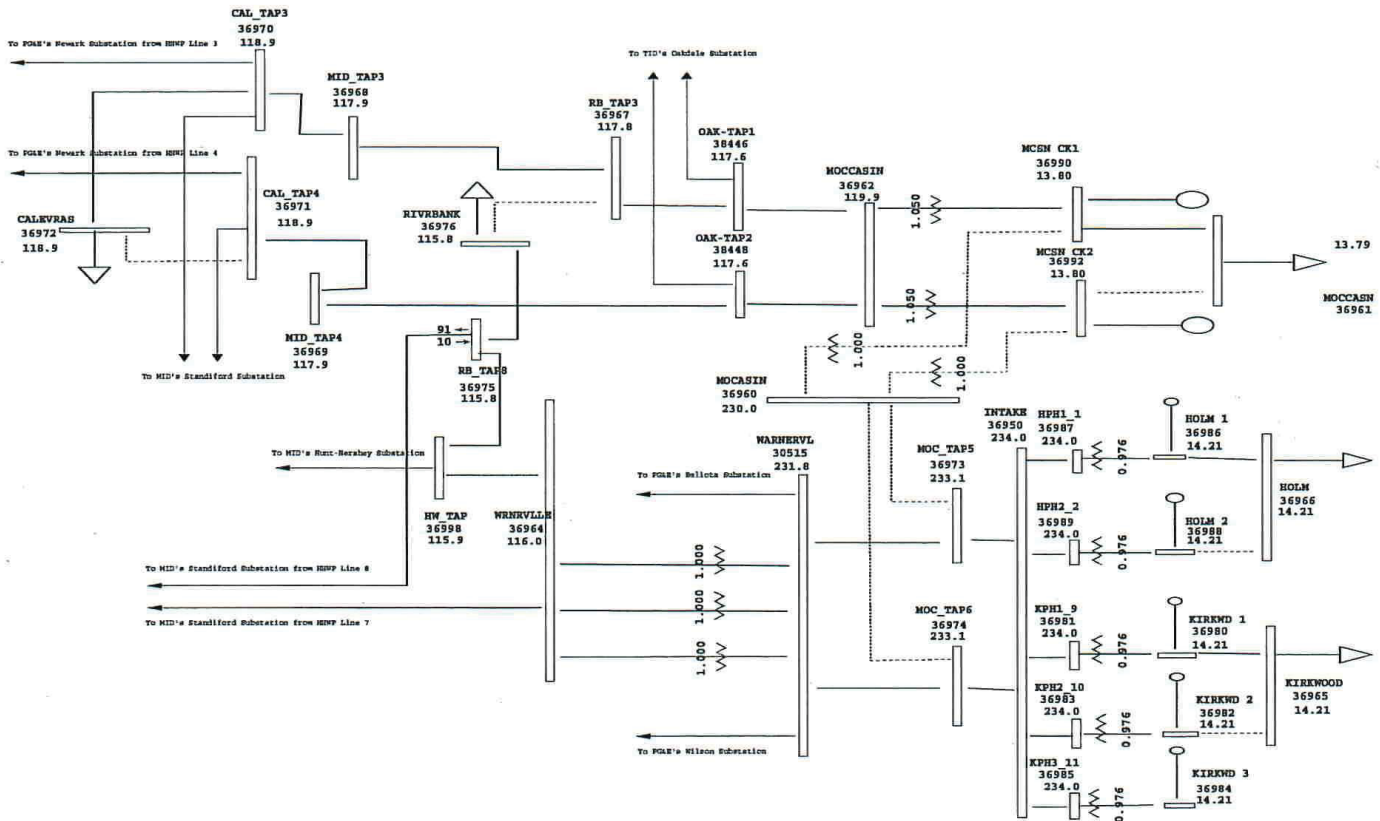
Attachment 1

Diagram

CONTAINS CONFIDENTIAL INFORMATION -- DO NOT RELEASE

DocuSign Envelope ID: 92134135-C864-4999-B2FD-9764364F3F1A

Hetch Hetchy Water & Power (HHWP) System



General Electric International, Inc. PSLF Program Mon Feb 09 13:25:04 2015 H:\PSLF\2015HS PowerFlow\A1\15hs4aw.sav



WESTERN ELECTRICITY COORDINATING COUNCIL
2015 HEAVY SUMMER OPERATING CASE
DECEMBER 5, 2014

MW/MVAR
H:\PSLF\draws\System
Rating = 1



Attachment 2

CAISO and San Francisco Coordination

1. Interconnections

Affected standards: FAC-002-1; FAC-002-2 (effective 1/1/2016), which will replace FAC-002-1

With respect to interconnections to HHWP facilities, HHWP will conduct interconnection studies pursuant to its facilities interconnection procedures and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from HHWP interconnection studies in its Large Generator Interconnection Procedure ("LGIP") and TPP studies. HHWP and CAISO will jointly evaluate, coordinate and cooperate on interconnection studies. This agreement does not affect either (1) interconnections to the CAISO Controlled Grid facilities which will continue to be governed by the CAISO Tariff and BPMs, or (2) HHWP's rights and responsibilities with respect to such interconnections.

2. Transmission Planning

Affected standards: TPL-001-4 (enforcement date: 1/1/2016), which will replace the four existing TPL standards (TLP-001-0.1, TLP-002-0b, TLP-003-0b, TLP-004-0a), which will be retired on 12/31/2015. WECC Regional Criteria TLP-001-WECC-CRT-2.1

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

3. SOLs, Transfer Capability and Stability Limits

Affected standards: FAC-010-2.1, FAC-013-2, FAC-014-2

CAISO will document and share its SOL Methodology for use in developing SOLs within its Planning Authority Area, including the HHWP system. HHWP will establish and provide to CAISO SOLs for the HHWP system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by HHWP.



HHWP will provide CAISO facility ratings for CAISO to include in its transfer capability studies performed under FAC-013-2. CAISO will provide its transfer capability methodology and assessment results to HHWP. HHWP will provide CAISO HHWP's list of multiple HHWP/Adjacent system contingencies (if any) which result in stability limits on the HHWP system (see TPL-003) for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Modeling

Affected standards: MOD-016-1.1, MOD-017-0.1, MOD-018-0 and MOD-019-0.1, which will be replaced by MOD-031-1 (effective 7/1/2016); MOD-032-1 R1 (effective 7/1/2015); MOD-032-1 R2, R3, R4 (effective 7/1/2016)

HHWP will provide HHWP transmission system load pursuant to the WECC Data Collection Manual and CEC data collection requirements. The CAISO will include this data in its documentation for its Planning Authority Area, developed consistent with its Tariff and BPMs, that identifies the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling and reliability analyses. The CAISO will use the HHWP transmission system load data provided by HHWP as needed to meet its obligations under MOD-016-1.1, MOD-017-0.1 and MOD-018.0. MOD-019-0.1 is not applicable because there are no HHWP interruptible demands or DCLM load data on the HHWP system.

5. UFLS

Affected standards and regional criteria: PRC-006-1, PRC-006-WECC-CRT-1, PRC-006-2 (effective 10/1/2015), which will replace PRC-006-1

HHWP will participate and/or provide information as necessary for CAISO's studies related to PRC-006. HHWP will participate and/or provide information as necessary for the CAISO's activities related to PRC-006-WECC-CRT-1.

6. Transmission Relay Loadability

Affected standards: PRC-023-3

CAISO will include the HHWP system in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-3, R6. Upon request, HHWP will provide facilities information needed by CAISO to perform its PRC-023-3 evaluations.

7. Nuclear

Not Applicable.



Attachment 3

Calculation of Annual Service Fee For 2014

Table 1 – TPP Cost Calculation Using 2015 GMC Update Cost of Service Study¹

Cost of Long Term Transmission Planning ²					
ABC Level 2 Activities (\$ in thousands) all in Systems Operations	ABC Level 1	ABC Level 2	Amount	2014 Factor	Allocation
Regulatory contract procedures	80001	201	\$378	0%	-
Manage Generator Interconnection Procedures (GIP) agreements	80001	202	\$818	0%	-
Manage GIP	80001	203	\$2,342	0%	-
Long Term Transmission Planning – TPP	80001	204	\$4,273	50%	\$2,137
New transmission resources	80001	205	\$552	0%	-
Transmission maintenance studies	80001	206	\$499	0%	-
Load resource data	80001	207	\$268	0%	-
Season assessment	80001	208	\$223	0%	-
Queue management	80001	209	\$615	0%	-
Annual Delivery Assessment	80001	210	25	0%	-
Subtotal: TPP Direct costs (see reference 2)			\$9,993		(1) \$2,137
Total System Operations Direct Costs (see reference 1, Table 22)					(2) \$48,915
Percentage of TPP to ABC level 2 Direct Costs [(1)/(2)]					(3) 4.37%
Total System Operations Indirect Dollars (see reference 1, Table 22)					(4) \$88,809
Subtotal: TPP related indirect costs [(3) x (4)]					(5) \$3,879
Total Direct and Indirect level 2 TPP costs [(1) + (5)]					(6) \$6,016

Annual Planning Coordinator Service Charge Calculation (\$ in thousands)	
Total number of transmission circuits in ISO 2012/2013 Transmission Plan	(7) 1533
Total number of transmission circuits in San Francisco system	(8) 6
TPP cost per transmission circuit in ISO 2013/2014 Transmission Plan [(6) / (7)]	(9) \$3.92
Initial Annual Planning Coordinator service charge (\$ in 1000s) [(8) x (9)]	\$23.545

¹ California ISO 2015 GMC Update Cost of Service Study, April 2, 2014

² Table 14; California ISO 2015 GMC Update Cost of Service Study, April 2, 2014



Attachment 4

Notices

1. As to the CALIFORNIA INDEPENDENT SYSTEM OPERATOR:

Regulatory Contracts
250 Outcropping Way
Folsom, CA 95630
Telephone: (916) 351-4400
Electronic mail: RegulatoryContracts@caiso.com

2. As to the CITY AND COUNTY OF SAN FRANCISCO:

Daniel Mason
NERC Compliance Manager
Hetch Hetchy Water and Power
PO Box 160
Moccasin, CA 95347
Telephone: (209) 989-2579
Electronic mail: DMason@sfwater.org



Attachment 5

Applicable Local Rules and Ordinances

1. Section 21.34 of San Francisco's Administrative Code;
2. Section 21.35 of San Francisco's Administrative Code;
3. Section 15.103 of the City of San Francisco's Charter; Article III, Chapter 2, and Section 1.126 of San Francisco's Campaign and Governmental Conduct Code; and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California;
4. Section 12F.5 of San Francisco's Administrative Code;
5. Chapter 12G of San Francisco's Administrative Code;
6. Sections 12M.2 and 12M.3 of San Francisco's Administrative Code; and
7. Chapters 12B and 12C of San Francisco's Administrative Code.

Possessory Interest Tax Provisions

The CAISO recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the CAISO to possession, occupancy, or use of San Francisco property for private gain. If such a possessory interest is created, then the following shall apply:

- 1) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that the CAISO, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- 2) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. The CAISO accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the San Francisco to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.



California ISO
Shaping a Renewed Future

PLANNING COORDINATOR AGREEMENT

3) The CAISO, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). The CAISO accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) The CAISO further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.



San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

Infrastructure Division
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

July 27, 2018

Regulatory Contracts
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Email: regulatorycontracts@caiso.com

RE: 1) Notice of Contract Amendment Certification
2) Executed Agreement #1 between the City and County of San Francisco
Public Utilities Commission and California Independent System
Operator Corporation (CAISO).

Dear CAISO,

This letter provides a *Notice of Amendment Certification* for the following contracted work:

Contract ID Number: CS-399 (1000000223)
Contract Title: CAISO Planning Authority Services
Effective Date: November 10, 2015 to November 10, 2021
Amount: Total value of contract not to exceed
\$250,000.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel
Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement
cc: Margaret Hannaford
Theresa Mueller

File/CS-399 NCAC

London Breed
Mayor

Ike Kwon
President

Vince Courtney
Vice President

Ann Moller Caen
Commissioner

Francesca Vietor
Commissioner

Anson Moran
Commissioner

Harlan L. Kelly, Jr.
General Manager





PLANNING COORDINATOR AGREEMENT

FIRST AMENDMENT

THIS FIRST AMENDMENT (this "First Amendment") to the PLANNING COORDINATOR AGREEMENT by and between the California Independent System Operator Corporation ("CAISO") and the City and County of San Francisco ("City"), acting by and through its Public Utilities Commission, is made as of July 22, 2018.

RECITALS

A. WHEREAS, CAISO and City have entered into the Planning Coordinator Agreement (as defined below); and

B. WHEREAS, CAISO and City desire to modify the Planning Coordinator Agreement on the terms and conditions set forth herein to extend the performance period, and update certain attachments to the Planning Coordinator Agreement.

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

1. Definitions. The following definition shall apply to this First Amendment:

Agreement. The term "Planning Coordinator Agreement" shall mean the Planning Coordinator Agreement dated May 14, 2015 between CAISO and City, and made effective November 10, 2015.

2. Modifications to the Agreement. The Planning Coordinator Agreement is hereby modified as follows:

2a. Section 4.3 Effective Date of the Planning Coordinator Agreement currently reads:

4.3 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC, if such FERC filing is required, ("Effective Date") and shall remain in full force and effect for three (3) years from the Effective Date ("Current Term") or as terminated pursuant to Section 4.4 of this Agreement. Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein. Notwithstanding the foregoing, the Parties agree that the San Francisco Controller must certify the availability of funds and notify the



FIRST AMENDMENT TO PLANNING COORDINATOR AGREEMENT

CAISO in writing of such before the Agreement may become effective. The Parties may mutually agree in writing to extend the term of the Agreement at any time, provided that, with respect to San Francisco, such agreement must be approved in the same manner as this Agreement and must comply with all applicable San Francisco requirements.

Such section is hereby amended in its entirety to read as follows:

4.3 Effective Date. This Agreement shall be effective on November 10, 2018 if duly executed by the Parties ("Effective Date") and shall remain in full force and effect until November 10, 2021 ("Current Term") or as terminated pursuant to Section 4.4 of this Agreement. Notwithstanding the foregoing, the Parties agree that the San Francisco Controller must certify the availability of funds and notify the CAISO in writing of such before the Agreement may become effective. The Parties may mutually agree in writing to extend the term of the Agreement an additional three (3) years at any time, provided that, with respect to San Francisco, such agreement must be approved in the same manner as this Agreement and must comply with all applicable San Francisco requirements.

2b. Attachment 2. Attachment 2 of the Planning Coordinator Agreement is replaced in its entirety by Attachment 2 to this First Amendment.

2c. Attachment 4. Attachment 4 of the Planning Coordinator Agreement is replaced in its entirety by Attachment 4 to this First Amendment.

3. Legal Effect. Except as expressly modified by this First Amendment, all of the terms and conditions of the Planning Coordinator Agreement shall remain unchanged and in full force and effect. The Parties agree that the modifications contained in this First Amendment do not require approval by FERC.

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



California ISO

FIRST AMENDMENT TO PLANNING COORDINATOR AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment 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

DocuSigned by:
Eric Schmitt
0971A84CB55B41B8

By: _____
Name: Eric Schmitt
Title: VP, Operations
Date: 6/1/2018

City and County of San Francisco

By: Harlan L. Kelly, Jr.

Name: Harlan L. Kelly, Jr.

Title: General Manager

Date: 7.22.2018

Approved as to Form:

Dennis J. Herrera
City Attorney

By: William K. Sanders
Deputy City Attorney



Attachment 2

CAISO and San Francisco Coordination

1. Facility Interconnection Studies

Applicable standard: FAC-002-2

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

2. Transmission Planning

Applicable standards: TPL-001-4; TPL-007-1; WECC Regional Criteria TPL-001-WECC-CRT-3.1; WECC BES Inclusion Guideline. (Note: TPL-001-5 is under NERC and industry review and commenting (3/5/2018)).

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

3. SOLs, Transfer Capability and Stability Limits

Applicable standards: FAC-010-3, FAC-013-2, FAC-014-2

CAISO will document and share its SOL Methodology for use in developing SOLs within its Planning Authority Area, including the HHWP system. HHWP will establish and provide to CAISO SOLs for the HHWP system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Authority Area, incorporating as appropriate the information provided by HHWP.



HHWP will provide CAISO facility ratings for CAISO to include in its transfer capability studies performed under FAC-013-2. CAISO will provide its transfer capability methodology and assessment results to HHWP. HHWP will provide CAISO HHWP's list of multiple HHWP/Adjacent system contingencies (if any) which result in stability limits on the HHWP system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2.

4. Modeling

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

HHWP will provide HHWP transmission system load pursuant to the WECC Data Collection Manual and CEC data collection requirements. The CAISO will include this data in its documentation for its Planning Coordinator (a.k.a., Planning Authority) Area, developed consistent with its Tariff and BPMs, that identifies the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable and dispatchable DSM data to be reported for system modeling and reliability analyses. The CAISO will use the HHWP transmission system load data provided by HHWP as needed to meet its obligations under MOD-031-2 Demand and Energy Data. There are no HHWP interruptible demands or DCLM load data on the HHWP system. Applicable MOD standards also include MOD-032-1 Data for Power System Modeling and Analysis, and MOD-033-1 Steady-State and Dynamic System Model Validation.

5. Underfrequency Load Shedding (UFLS)

Applicable standard and regional criteria: PRC-006-3, PRC-006-WECC-CRT-3

HHWP will participate and/or provide information as necessary for CAISO's studies related to PRC-006. HHWP will participate and/or provide information as necessary for the CAISO's activities related to PRC-006-WECC-CRT-3.

6. Transmission Relay Loadability

Applicable standard: PRC-023-4

CAISO will include the HHWP system in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-4, R6. Upon request, HHWP will provide facilities information needed by CAISO to perform its PRC-023-4 evaluations.

7. Additional Protection and Control Standards

Applicable Standards: PRC-010-2 UVLS; PRC-026-1 Relay Performance During Stable Power Swings



FIRST AMENDMENT TO PLANNING COORDINATOR AGREEMENT

Subject to Future Enforcement: PRC-012-2 (RAS) Effective Date of Standard:
1/1/2021

8. Interconnection Reliability Operations and Coordination

Applicable Standard: IRO-017-1 Outage Coordination Requirements R3 & R4

9. CIP-002-5.1 Attachment 1 Criteria 2.3, 2.6, 2.9 (if applicable)

10. Nuclear

Not Applicable.



Attachment 4

Notices

1. As to the CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION:

Regulatory Contracts
250 Outcropping Way
Folsom, CA 95630
Telephone: (916) 351-4400
Electronic mail: RegulatoryContracts@caiso.com

Attn: Accounting
250 Outcropping Way
Folsom, CA 95630

Bank Wiring Instructions:
By Wire: Wells Fargo Bank, N.A.
ABA Routing #: 121000248
Account # 4122041783

2. As to the CITY AND COUNTY OF SAN FRANCISCO:

Margaret Hannaford
Hetch Hetchy Water and Power
PO Box 160
Moccasin, CA 95347
Telephone: (209) 989-2063
Electronic mail: mhannaford@sfgwater.org

With a copy to:

Theresa Mueller
Chief Energy and Telecommunications Deputy
Office of City Attorney Dennis J. Herrera
Room 234, City Hall
San Francisco, CA 94102
Telephone: (415) 554-4640
Electronic mail: theresa.mueller@sfcityatty.org

Certificate Of Completion

Envelope Id: 5AFA4817C4C44741B5ECCB1AC3C5B6CD

Status: Sent

Subject: Please DocuSign these documents: First Amendment to the PCA

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Cheryl Adler

250 Outcropping Way

Folsom, CA 95630

cadler@caiso.com

IP Address: 12.200.60.7

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Cheryl Adler

Location: DocuSign

6/1/2018 10:41:35 AM

cadler@caiso.com

Signer Events

Signature

Timestamp

Cheryl Sperry

Sent: 6/1/2018 11:02:48 AM

CSperry@sfwater.org

Viewed: 6/1/2018 1:08:48 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/1/2018 1:08:48 PM

ID: 6f0fc3ef-0527-480b-977b-5104082c232c

Chris Sibley

Sent: 6/1/2018 11:02:48 AM

csibley@caiso.com

Manager, Regulatory Contracts

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eric Schmitt

Sent: 6/1/2018 11:02:48 AM

eschmitt@caiso.com

Viewed: 6/1/2018 11:36:12 AM

VP, Operations

Signed: 6/1/2018 11:36:46 AM

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Eric Schmitt
0071AB4CB55B4B8

Using IP Address: 12.200.60.7

Electronic Record and Signature Disclosure:

Accepted: 6/1/2018 11:36:12 AM

ID: bdc6d9b1-4caf-4c18-856c-0e9ae328eb0c

Cheryl Adler

cadler@caiso.com

Lead Contracts Analyst

California Independent System Operator Corporation

- Regulatory Contracts

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/30/2017 4:02:35 PM

ID: 92d1b954-e9cc-4349-ac7f-c63c9b6512d7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Donna Jordan djordan@caiso.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/1/2018 11:02:49 AM
Gary DeShazo DeShazo@caiso.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/1/2018 11:02:49 AM
John Spomer jspomer@caiso.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/1/2018 11:02:49 AM
Regulatory Contracts RegulatoryContracts@caiso.com California Independent Systems Operator Corporation - Regulatory Contracts Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/1/2018 11:02:48 AM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2018 11:02:49 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Independent Systems Operator Corporation - Regulatory Contracts (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Independent Systems Operator Corporation - Regulatory Contracts:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cadler@caiso.com

To advise California Independent Systems Operator Corporation - Regulatory Contracts of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cadler@caiso.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from California Independent Systems Operator Corporation - Regulatory Contracts

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cadler@caiso.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Independent Systems Operator Corporation - Regulatory Contracts

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cadler@caiso.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

**** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California Independent Systems Operator Corporation - Regulatory Contracts as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California Independent Systems Operator Corporation - Regulatory Contracts during the course of my relationship with you.



CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B

WAIVER REQUEST FORM

(HRC Form 201)

Section 1. Department Information

Department Head Signature: [Signature]

Name of Department: San Francisco Public Utilities Commission

Department Address: 525 Golden Gate Ave

Contact Person: Alaric Degrafinried

Phone Number: 415-551-4788

Fax Number: 415-554-3225

FOR HRC USE ONLY	
Request Number: <u>7702</u>	
2015 FEB 17 PM 3:48	CONTRACT MONITORING DIVISION

Section 2. Contractor Information

Contractor Name: California Independent System Operator (CAISO)

Contact Person:

Contractor Address: P.O. Box 639014, Folsom, CA 95763-9014

Vendor Number (if known):

Contact Phone No.: (916) 351-4400

Section 3. Transaction Information

Date Waiver Request Submitted: 02/13/2015

Type of Contract: Professional Svc

Contract Start Date: March 1, 2015
\$250,000

End Date: February 28, 2018

Dollar Amount of Contract:

Section 4. Administrative Code Chapter to be Waived (please check all that apply)

- ☒ Chapter 12B
- ☒ Chapter 14B Note: Employment and LBE subcontracting requirements may still be in force even when a 14B waiver (type A or B) is granted.

Section 5. Waiver Type (Letter of Justification *must* be attached, see Check List on back of page.)

- ☒ A. Sole Source
- ☐ B. Emergency (pursuant to Administrative Code §6.60 or 21.15)
- ☐ C. Public Entity
- ☐ D. No Potential Contractors Comply – Copy of waiver request sent to Board of Supervisors on:
- ☐ E. Government Bulk Purchasing Arrangement – Copy of waiver request sent to Board of Supervisors on:
- ☐ F. Sham/Shell Entity – Copy of waiver request sent to Board of Supervisors on:
- ☐ G. Local Business Enterprise (LBE) (for contracts in excess of \$5 million; see Admin. Code §14B.7.1.3)
- ☐ H. Subcontracting Goals

HRC ACTION

12B Waiver Granted: ☒
12B Waiver Denied: ☐

14B Waiver Granted: ☒
14B Waiver Denied: ☐

Reason for Action: Waiver granted because it is a sole source. SFPUC is subject to NERC & other regional reliability standards. One such requirement is that SFPUC needs the services of a CAISO coordinator to serve as HHWP planning coordinator. CAISO is the only possible provider of these services.

HRC Staff: [Signature] Date: 2-17-2015

HRC Staff: [Signature] Date: 2-17-2015

HRC Director: [Signature] Date: 2-20-15

DEPARTMENT ACTION – This section must be completed and returned to HRC for waiver types D, E & F.

Date Waiver Granted: _____ Contract Dollar Amount: _____

Viterbo-Martinez, Domenic (ADM)

From: Winchester, Tamra (ADM)
Sent: Wednesday, June 20, 2018 5:54 PM
To: Viterbo-Martinez, Domenic (ADM); Camua, Maria-Zenaida (ADM)
Subject: FW: Updated Form 201

Hi Maria and Domenic.

This is in reference to waiver #7702. Just the date is changing.

Thanks,

Tamra

From: Sperry, Cheryl [mailto:CSperry@sfgov.org]
Sent: Wednesday, June 20, 2018 5:00 PM
To: Jackson, Shamica (PUC) <SJackson@sfgov.org>; Winchester, Tamra (ADM) <tamra.winchester@sfgov.org>
Cc: Truax, Nichole (ADM) <nichole.truax@sfgov.org>; Chow, Jason (PUC) <JaChow@sfgov.org>; Fretty, Rochelle (ADM) <rochelle.fretty@sfgov.org>; Camua, Maria-Zenaida (ADM) <maria-zenaida.camua@sfgov.org>; Tanko, Deborah (PUC) <dtanko@sfgov.org>; Viterbo-Martinez, Domenic (ADM) <domenic.viterbo-martinez@sfgov.org>
Subject: RE: Updated Form 201

Hi Shamica and Tamra:

No, the amount of the contract is not being amended.

Thank you,

Cheryl Sperry
Administrative Services Manager
Office: (209)989-2529 | Fax: (209)989-2104
email: csperry@sfgov.org
Hetch Hetchy Regional Water System
Operated by San Francisco Water, Power and Sewer | Services of the San Francisco Public Utilities Commission
<http://www.sfgov.org>

From: Jackson, Shamica
Sent: Wednesday, June 20, 2018 4:02 PM
To: Winchester, Tamra (ADM) <tamra.winchester@sfgov.org>
Cc: Sperry, Cheryl <CSperry@sfgov.org>; Truax, Nichole (ADM) <nichole.truax@sfgov.org>; Chow, Jason <JaChow@sfgov.org>; Fretty, Rochelle (ADM) <rochelle.fretty@sfgov.org>; Camua, Maria-Zenaida (ADM) <maria-zenaida.camua@sfgov.org>; Tanko, Deborah L <dtanko@sfgov.org>; Viterbo-Martinez, Domenic (ADM) <domenic.viterbo-martinez@sfgov.org>
Subject: RE: Updated Form 201

Hi Tamra,

Good question. I will let Cheryl Sperry answer this.

Cheryl, is the amount of the contract also being amended?

Best regards,
Shamica

San Francisco Water, Power and Sewer | Services of the San Francisco Public Utilities Commission



Shamica Jackson, Senior Administrative Analyst
Contract Administration Bureau
Office: (415) 554-0727 | Fax: (415) 554-3225
525 Golden Gate Ave., 8th Floor, San Francisco, CA 94102
sjackson@sfgwater.org

Please consider the environment before printing this email.

From: Winchester, Tamra (ADM) [<mailto:tamra.winchester@sfgov.org>]
Sent: Wednesday, June 20, 2018 3:37 PM
To: Jackson, Shamica <SJackson@sfgwater.org>
Cc: Sperry, Cheryl <CSperry@sfgwater.org>; Truax, Nichole (ADM) <nichole.truax@sfgov.org>; Chow, Jason <JaChow@sfgwater.org>; Fretty, Rochelle (ADM) <rochelle.fretty@sfgov.org>; Camua, Maria-Zenaida (ADM) <maria-zenaida.camua@sfgov.org>; Tanko, Deborah L <dtanko@sfgwater.org>; Viterbo-Martinez, Domenic (ADM) <domenic.viterbo-martinez@sfgov.org>
Subject: RE: Updated Form 201

Hi Shamica.

Is there a change in the contract amount as well?

Kind regards,

Tamra Winchester
Equal Benefits Program Manager
City & County of San Francisco | Contract Monitoring Division
30 Van Ness Avenue | Suite 200 | San Francisco | CA | 94102
Direct 415.581.2304 | Main 415.581.2310 | Fax 415.581.2351
Email Tamra.Winchester@sfgov.org
Website www.sfgov.org/cmd

» The City and County of San Francisco is using a new enterprise management system. All businesses now register, view and submit bids, sign contracts, and update contact/banking/compliance information online! Follow these steps:

Register your business

<https://sfcitypartner.sfgov.org>

Register compliance with the Chapter 12B Equal Benefits Ordinance

<https://SupplierLaunchPage>

then click CCSF Certifications and 12B Declaration

Submit a ticket to be converted from a Bidder to a Supplier

<https://sfcitypartnersupport.sfgov.org/support/home>

From: Jackson, Shamica [<mailto:SJackson@sfgwater.org>]

Sent: Wednesday, June 20, 2018 3:09 PM

To: Viterbo-Martinez, Domenic (ADM) <domenic.viterbo-martinez@sfgov.org>

Cc: Sperry, Cheryl (PUC) <CSperry@sfgwater.org>; Winchester, Tamra (ADM) <tamra.winchester@sfgov.org>; Truax, Nichole (ADM) <nichole.truax@sfgov.org>; Chow, Jason (PUC) <JaChow@sfgwater.org>; Fretty, Rochelle (ADM) <rochelle.fretty@sfgov.org>; Camua, Maria-Zenaida (ADM) <maria-zenaida.camua@sfgov.org>; Tanko, Deborah (PUC) <dtanko@sfgwater.org>

Subject: RE: Updated Form 201

All,

I hope all is well! Thanks again for updating the waiver request. I just found out from the project team (copied on this email) that the requested amendment is three (3) years, not two (2) years listed on the attached approval. The new end date should be **11-4-2021**.

Best regards,
Shamica

San Francisco Water, Power and Sewer | Services of the San Francisco Public Utilities Commission



Shamica Jackson, Senior Administrative Analyst
Contract Administration Bureau
Office: (415) 554-0727 | Fax: (415) 554-3225
525 Golden Gate Ave., 8th Floor, San Francisco, CA 94102
sjackson@sfgwater.org

Please consider the environment before printing this email.

From: Viterbo-Martinez, Domenic (ADM) [<mailto:domenic.viterbo-martinez@sfgov.org>]

Sent: Tuesday, June 19, 2018 3:57 PM

To: Jackson, Shamica <SJackson@sfgwater.org>

Cc: Sperry, Cheryl <CSperry@sfgwater.org>; Winchester, Tamra (ADM) <tamra.winchester@sfgov.org>; Truax, Nichole (ADM) <nichole.truax@sfgov.org>; Chow, Jason <JaChow@sfgwater.org>; Fretty, Rochelle (ADM) <rochelle.fretty@sfgov.org>; Camua, Maria-Zenaida (ADM) <maria-zenaida.camua@sfgov.org>

Subject: Updated Form 201

Hello, Shamica:

Attached is an updated copy of Form 201 waiver request #7702 – CALIFORNIA INDEPENDENT SYSTEM OPERATOR (CAISO).

Thank you,



Domenic Viterbo-Martinez, Administrative Assistant

Chapter 12B Equal Benefits Unit

Contract Monitoring Division (CMD)

30 Van Ness Avenue | Suite 200 | San Francisco | CA | 94102

Direct 415-581-2311 | Fax 415-581-2351

Visit us at sfgov.org/cmd

» *The City and County of San Francisco is using a new enterprise management system. All businesses now register, view and submit bids, sign contracts, and update contact/banking/compliance information online! Follow these steps:*

Register your business

<https://sfcitypartner.sfgov.org>

Register compliance with the Chapter 12B Equal Benefits Ordinance

[https://Supplier Launch Page](https://SupplierLaunchPage)

then click CCSF Certifications and 12B Declaration

Submit a ticket to be converted from a Bidder to a Supplier

<https://sfcitypartnersupport.sfgov.org/support/home>



CITY AND COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B WAIVER REQUEST FORM (CMD-201)

Send completed waiver requests to:
CMD, 30 Van Ness Avenue, Suite 200, San Francisco, CA 94102 or
cmd.waiverrequest@sfgov.org

FOR CMD USE ONLY

Request Number: 10499

Rcvd at CMD on:
08/09/2021
(dvm)

► **Section 1. CCSF Department Information (*all fields must be completed*)**

Department Head Signature: Margaret A. Hannaford Digitally signed by Margaret A. Hannaford
Date: 2021.08.04 11:39:56 -07'00'
Name of Department: San Francisco Public Utilities Commission
Department Address: PO Box 160, Moccasin, CA 95347
Contact Person: Margaret Hannaford
Phone Number: 209-989-2063 E-mail: mhannaford@sfgwater.org

► **Section 2. Contractor Information (*all fields must be completed*)**

Contractor Name: California Independent System Operator (CAISO)
Bidder/Supplier No.: 0000023582 Contractor Tax ID: 94-3274043
Contractor Address: 250 Outcropping Way, Folsom, CA 95630
Contact Person: Neil Millar, VP, Infrastructure & Operations Planning Contact Phone No.: 916-351-4400

► **Section 3. Transaction Information (*all fields must be completed*)**

Date Waiver Request Submitted: August 4, 2021 Dollar Amount of Contract: \$ 250,000
Contract/Transaction Number: CS-399 Contract Name: CAISO Planning Authority Services
Contract/Transaction Start Date: November 11, 2021 Contract/Transaction End Date: November 10, 2031

► **Section 4. Administrative Code Chapter to be Waived (*please check all that apply*)**

☒ Chapter 12B
☒ Chapter 14B *Note: Employment and LBE subcontracting requirements will still be in force even when a 14B Waiver Type A or B is granted.*

► **Section 5. Waiver Type (*a justification must be attached; see Check List on the other side of this form for instructions*)**

☒ A. Sole Source
☐ B. Emergency (pursuant to Administrative Code §6.60 or §21.15)
☐ C. Public Entity
☐ D. No Potential Contractors Comply (**Required**) Copy of waiver request sent to Board of Supervisors on: _____
☐ E. Government Bulk Purchasing Arrangement..... (**Required**) Copy of waiver request sent to Board of Supervisors on: _____
☐ F. Sham/Shell Entity (**Required**) Copy of waiver request sent to Board of Supervisors on: _____
☐ G. Subcontracting Goals
☐ H. Local Business Enterprise (LBE) *Note: For contracts in excess of \$5 million; see Admin. Code §14B.7(J)(2)*

CMD ACTION – For CMD/HRC Use Only

12B Waiver Granted: ☒
12B Waiver Denied: ☐

14B Waiver Granted: ☐
14B Waiver Denied: ☐

Reason for Action: Sole source registered with NERC as a planning authority in the CAISO Balancing Authority Area in which PUC BES facilities are located.

CMD or HRC Staff: Tamra Winchester

Date: 9-14-21

CMD or HRC Director: Romulus Asenlo

Date: 9-20-2021

CHECK LIST

The City contracting department must complete each of the steps below before submitting this form:

- ✓ Attempt to get the contractor to comply with Administrative Code Chapter 12B requirements (Applies to Chapter 12B waiver requests only)
- ✓ Include a letter of justification explaining:
 - The purpose of the contract
 - Why the contract fits the type of waiver being requested (for example, why it is a sole source)
 - Your department's efforts to get the contractor to comply (for Chapter 12B waivers)(The OCA waiver form/justification may not be used in place of the CMD waiver form and justification)
- ✓ Fill in all of the fields in Sections 1-3
- ✓ Indicate in Section 4 the Administrative Code Chapter(s) to be waived
- ✓ Indicate in Section 5 which waiver type is being requested
- ✓ For waiver types D, E and F submit a copy of this form to the Clerk of the Board of Supervisors and indicate the date this was done in the field provided on the form

ADDITIONAL INFORMATION

Contract Duration: Contracts entered into pursuant to a Chapter 12B waiver should be constructed for the shortest reasonable duration so that future contracts may be awarded to a Chapter 12B-compliant contractor.

Waiver Type B (Emergency): A copy of the formal Declaration of Emergency or letter from the department Commission or Board must be submitted with the Form 201. Administrative Code §6.60 or §21.15 must be specified.

Chapter 14B Sole Source, Emergency and LBE Waivers: Only the bid discounts and departmental good faith outreach efforts requirements of Chapter 14B may be waived. All other provisions of this Chapter will still be in force even if this type of waiver has been granted.

Chapter 14B Subcontracting Waivers: Only the subcontracting goals may be waived. All other provisions of this Chapter will still be in force even if this type of waiver has been granted.

Waiver Types D, E and F: These waiver types have additional requirements:

1. The contracting department must notify the Board of Supervisor's that it has requested a waiver of this type.
2. Departments exercising waiver authority under one of these provisions must appear before a Board of Supervisors committee and report on their use of such waiver authority.

Modifications to waived transactions, including increasing the dollar amount, extending the term, and expanding the scope must have CMD and/or HRC approval prior to the expiration date on the previously approved waiver form.

- **Send waiver requests to:** Contract Monitoring Division, 30 Van Ness Avenue, Suite 200, San Francisco, CA 94102 or cmd.waiverrequest@sfgov.org
- **Additional copies of this form** and the **Quick Reference Guide to Waivers of Chapter 12B and 14B** are available at the Documents Center on the CCSF intranet at: <http://intranet/>
- ☎ **For further assistance**, contact the Contract Monitoring Division at 415-581-2310

*** For internal use only. Amendments to this form that are not authorized by CMD/HRC render it invalid ***

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 36961 - 17/18)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: CAISO Planning Authority Services (CS-399)

Funding Source: WECC/NERC Compliance Programmatic Project

PSC Original Approved Amount: \$0

PSC Original Approved Duration: 07/02/18 - 11/10/21 (3 years 18 weeks)

PSC Mod#1 Amount: \$500,000

PSC Mod#1 Duration: 11/11/21-11/10/31 (10 years 2 days)

PSC Cumulative Amount Proposed: \$500,000

PSC Cumulative Duration Proposed: 13 years 19 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The San Francisco Public Utilities Commission (SFPUC), as an owner, operator and user of the Bulk Electric System is subject to North American Electric Reliability Corporation (NERC) and Regional Reliability Standards. One such requirement is that the SFPUC needs the services of a California Independent System Operator (CAISO) to serve as Hetch Hetchy Water & Power's (HHWP) Planning Coordinator. The California Independent System Operator (CAISO) is the sole source available to provide these regulatory required services. Under the proposed agreement HHWP would pay the CAISO an annual service fee for being its Planning Coordinator and providing Planning Coordinator services consistent with the applicable NERC Reliability Standards.

B. Explain why this service is necessary and the consequence of denial:

Under federal law, NERC has been designated as the Electric Reliability Organization (ERO) for the United States. As the ERO, NERC is responsible for overseeing the development and enforcement of Reliability Standards in order to ensure the reliability of the Bulk Electric System (BES). These regulatory requirements are enforceable under the authority of the Federal Energy Regulatory Commission (FERC) and come with fines for failure to stay on top of our regulatory obligations that range from \$1,000 to \$1,000,000 per day.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The service is currently provided via PSC No. 36961-17/18.

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

This is a regulatory requirement, and CAISO is the only provider in our region. A long-term agreement is in the

best interest of the City.

2. Reason(s) for the Request

A. Display all that apply

☒ Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

Explain the qualifying circumstances:

The San Francisco Public Utilities Commission (SFPUC), as an owner, operator and user of the Bulk Electric System is subject to North American Electric Reliability Corporation (NERC) and Regional Reliability Standards. One such requirement is that the SFPUC needs the services of a California Independent System Operator (CAISO) to serve as Hetch Hetchy Water & Power's (HHWP) Planning Coordinator. The CAISO is the only entity registered by NERC as a Planning Coordinator within the CAISO Balancing Authority Area.

B. Reason for the request for modification:

This request is to extend the existing PSC by an additional ten (10) years, for a total of sixteen (16) years. Because this is a regulatory requirement, and CAISO is the only provider in our region, a long-term agreement is in the best interest of the City.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The San Francisco Public Utilities Commission (SFPUC), as an owner, operator and user of the Bulk Electric System is subject to North American Electric Reliability Corporation (NERC) and Regional Reliability Standards. One such requirement is that the SFPUC needs the services of a California Independent System Operator (CAISO) to serve as Hetch Hetchy Water & Power's (HHWP) Planning Coordinator. The California Independent System Operator (CAISO) is the sole source available to provide these regulatory required services. Under the proposed agreement HHWP would pay the CAISO an annual service fee for being its Planning Coordinator and providing Planning Coordinator services consistent with the applicable NERC Reliability Standards.

B. Which, if any, civil service class(es) normally perform(s) this work? none

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

HHWP is limited in its choice of a Planning Coordinator to the CAISO because HHWP is within the CAISO Balancing Authority Area (BAA), and because the CAISO is the only entity registered by NERC as a Planning Coordinator within the CAISO BAA.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. CAISO is the only entity registered by NERC as a Planning Coordinator within the CAISO BAA.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Civil service staff will not be trained, as CAISO is the only entity registered by NERC as a Planning Coordinator within the CAISO BAA.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?
If so, please explain.
Yes. CAISO will perform the work.

7. Union Notification: On 08/09/21, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Daniel Kwon Phone: 415-934-5722 Email: dkwon@sfwater.org

Address: 525 Golden Gate Avenue, 8th Floor, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 36961 - 17/18

DHR Analysis/Recommendation:

09/20/2021

Commission Approval Required

Approved by Civil Service Commission with conditions

09/20/2021 DHR Approved for 09/20/2021

TO: Angela Calvillo, Clerk of the Board

FROM: Edith Castorena, Policy and Government Affairs

DATE: September 17, 2021

SUBJECT: Planning Coordinator Agreement Amendment - CAISO - Not to Exceed \$500,000

Please see attached a proposed Resolution authorizing the General Manager of the Public Utilities Commission to execute Amendment No. 2 to the Planning Coordinator (CS-399) Agreement between the City and County of San Francisco Public Utilities Commission and the California Independent System Operator Corporation, extending the agreement term from November 11, 2021 to November 10, 2031, for a total duration of approximately sixteen years, and for a total cumulative amount not to exceed \$500,000.

The following is a list of accompanying documents:

- Proposed CAISO Resolution (Word Doc Version)
- CS-399 Original Agreement (PDF)
- CS-399 Amendment No. 1 (PDF)
- CMD Waiver (PDF)
- PUC Resolution No. 21-0141 (PDF)

Please contact Edith Castorena at ecastorena@sfgwater.org if you need any additional information on these items.

London N. Breed
Mayor

Sophie Maxwell
President

Anson Moran
Vice President

Tim Paulson
Commissioner

Ed Harrington
Commissioner

Newsha Ajami
Commissioner

Michael Carlin
Acting
General Manager