**Memorandum of Understanding**
**Between the**
**Western Interstate Energy Board**
**and**
**Southwest Power Pool, Inc.**

This Memorandum of Understanding ("MOU") is entered into as of July 31, 2025, by and between the Western Interstate Energy Board ("WIEB") and Southwest Power Pool, Inc. ("SPP"), also referred to hereinafter as "Parties."

## Preamble

A. WHEREAS, WIEB works with regulators and policymakers from the western U.S. states and Canadian provinces to enhance the economy of the West and contribute to the well- being of the Region's people by providing the tools and framework necessary to support cooperative state and provincial efforts in the energy field; and

B. WHEREAS, SPP operates Markets+, a wholesale day-ahead market offering for the Western Interconnection, and facilitates the organization of and collaboration with the Markets+ Participants Executive Committee ("MPEC"), which includes state-regulated market participants subject to the compliance requirements of the Markets+ Tariff; and

C. WHEREAS, The Markets+ State Committee ("MSC") has obtained independent staffing from WIEB to support its ability to develop analytical and technical analyses in order to present independent input and advice related to Markets+ to the Markets+ Independent Panel (MIP), MPEC and, if needed, to FERC; and

D. WHEREAS, the Parties to this MOU recognize the value of wholesale electricity market participation in the West, an issue of great importance to states and state utility regulators, and an issue that will significantly impact the economy of the West and the well-being of the Region's people; and

E. WHEREAS, the Parties recognize that effective engagement of western electric utility regulators and policymakers will help to ensure Markets+ continues to operate in the public good, as well as support long-term stability of the market in light of diverse and rapidly evolving state policy priorities regarding resources, reliability, and market development as a whole; and

F. WHEREAS, the Parties to this MOU desire to enter an understanding by which SPP

will support efforts for WIEB to receive funding to provide independent staff support, technical expertise, consultants, and other associated and reasonable costs to provide the technical expertise to support the ongoing efforts of the MSC and their engagement in Markets+, with such funding to begin no later than September 1, 2025.

G. WHEREAS, SPP's Phase 2 Budget for Markets+ includes funding for the MSC during Phase 2.

H. WHEREAS, The Markets+ Tarriff approved by the FERC on January 16, 2025, includes the following language in Section 4.3.2.3 which will be effective after Markets+ goes live:

> "SPP will facilitate the retention of independent staffing for the MSC sufficient and stable enough to support the MSC's ability to develop analytical and legal analysis in order to present independent positions related to the Markets+ market and before FERC. The MSC will annually submit a proposed budget to the MIP for approval. Before approval, the MIP will seek comment from the MPEC. The approved MSC budget costs will be allocated to the Markets+ Market Participants."

## Provisions

**Purpose:** The purpose of this MOU is to set forth the understanding between the Parties for how SPP will support efforts for WIEB to receive funding that will provide independent staff support, technical expertise, consultants, and travel, and other associated and reasonable costs set-forth in the annual MSC approved budget necessary to support the ongoing efforts of the MSC and their engagement in Markets+ consistent with the Markets+ Tariff approved by the FERC in Docket No. ER24-1658.

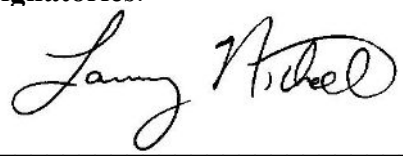
1. **Actions:** It is the understanding of the Parties that the following milestones and actions will occur:

    a. WIEB will work with MSC leadership to develop an annual budget and will solicit input and advice from the MPEC on the MSC budget. The MSC will submit its annual budget to the MIP for approval and SPP will allocate costs and obtain MSC funding from the Markets+ market participants consistent with the Markets+ Tariff.
    b. SPP will provide funding annually to WIEB in the amount of the approved MSC annual budget for that fiscal year.
    c. The exact annual amount will be the amount in the annual MSC's Business Plan and Budget as approved by the MSC and the Markets+ Independent Panel. Within 60 days of approval by the MSC, WIEB will invoice SPP for one-fourth of the annual amount, and quarterly thereafter in one-fourth increments.

d. SPP will process and pay the WIEB invoices within 30 days of receipt, unless another payment date is mutually accepted by WIEB.
e. All payments shall be made by electronic funds transfer to the account designated by WIEB.
f. Consistent with the requirements placed upon SPP in the FERC-Approved Markets+ Funding Agreement, WIEB will maintain complete and accurate records that clearly describe the usage of the amounts SPP pays to WIEB hereunder. Upon reasonable request, WIEB will make such records available for inspection and audit by SPP or by an independent accounting firm of SPP's choosing at SPP's cost. In the event that this Agreement terminates, WIEB will maintain such complete and accurate records for a period of at least two (2) years from the termination date of this Agreement.

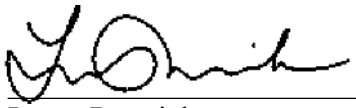
2. **Effective Date, Modifications and Termination**: This MOU shall become effective upon execution of both Parties. It will remain in effect until terminated by either party. Notice of intent to terminate shall be in writing and shall be submitted to the non-terminating party at least one year in advance of the actual termination date or for any shorter period if so required by FERC or other regulatory requirements. Modifications to this MOU can only be made, in writing, by mutual consent of both Parties.

3. **Signatories**:



Lanny Nickell
President and Chief Executive Officer
Southwest Power Pool, Inc.

Nick Myers
Chair
Markets+ State Committee



Laura Rennick
Executive Director
Western Interstate Energy Board