
Western Interstate Energy Board

Service Agreement

Contract Number:

State-Regulated Market Participant:

Contact:

Street Address:

City:

State:

Zip Code:

Telephone #:

Email:

AGREEMENT TO FUND WIEB TECHNICAL SUPPORT FOR THE EIM BODY OF STATE REGULATORS

This Agreement is made this _____ day of _____ (“Effective Date”), by and between the Western Interstate Energy Board (“WIEB”) and the _____, designated as a State-Regulated Market Participant (“SRMP”) in the Western Energy Imbalance Market in accordance with the terms and conditions set forth below. WIEB and SRMP are referred to individually as “Party” and jointly as “Parties” in this Agreement.

Background

The purpose of this agreement is to enable the Western Energy Imbalance Market (EIM) Body of State Regulators (BOSR) to acquire staff support from the Western Interstate Energy Board (WIEB) to facilitate and enhance BOSR engagement in processes at the California ISO on initiatives related to the operation of the EIM and the expansion of wholesale electricity markets and related coordination efforts in the West.

On [DATE], WIEB and the EIM-BOSR approved a memorandum of understanding that established an agreement for WIEB to provide the EIM-BOSR the technical expertise, staff resources, and office space necessary to support the EIM-BOSR activities in the Western EIM.

This agreement is between WIEB and the single SRMP identified above. There are multiple SRMPs participating in the funding of WIEB technical support for the EIM-BOSR. WIEB uses this standard agreement with each of the SRMPs. As the Western EIM expands, new SRMPs will be added to this funding group based on the date of their signed EIM Implementation Agreement with the California ISO.

WIEB and the SRMP hereby establish a funding agreement whereby the SRMP agrees to provide a specified amount of funds defined below to WIEB for the purpose of providing the EIM-BOSR the technical expertise, staff resources, and office space necessary to support the EIM-BOSR activities in the Western EIM.

WORK

WIEB shall perform the work described in Appendix A hereto (the "Work"):

SCHEDULE

WIEB shall perform the work in accordance with the schedule described below in Appendix B hereto (the "Schedule"):

COMPENSATION

SRMP shall pay WIEB the compensation described below and in Appendix C hereto for the Work (the "Compensation"):

GENERAL TERMS AND CONDITIONS

1. Payments. WIEB will submit to SRMP an invoice for work to be performed for an upcoming year. Invoices shall be payable within 30 days after receipt of the invoice.

2. Independent Contractor. WIEB, in the performance of the terms of this Agreement, is not an agent or employee of SRMP. Neither Party may enter into any contract on behalf of the other or otherwise attempt to bind the other Party in any manner whatsoever without written authority from such other Party, and any such contract entered into without such consent shall be void. Nothing in this Agreement may be construed to establish any other relationship between WIEB and SRMP including partnership, joint venture, principal/agency, or employer/employee.

3. Records and Audit Requirements. WIEB shall maintain books, documents, papers, and accounting records pertaining to costs incurred in performing the Work.

4. Insurance. WIEB shall maintain insurance coverage while performing the Work.

5. Effective Date, Modifications and Termination. This Agreement shall become effective upon execution of both Parties. It will remain in effect through December 31, 2025, unless terminated by either Party. The Parties intend to renew this agreement for successive five-year terms. Notice of intent to terminate shall be in writing and shall be submitted to the non-terminating Party at least two years in advance of the actual termination date. A termination notice shall not be submitted prior to January 1, 2024, unless the SRMP decides to longer participate in the EIM or its state regulatory commission direct the SRMP to terminate the agreement or denies cost recovery in a rate proceeding. Modifications to this Agreement can only be made, in writing, by mutual consent of both Parties.

6. Limitation of Damages. WIEB shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement or the performance of the Work.

7. Notices. All notices or other communications required or to be given under this Agreement shall be given in writing.

8. Settlement of Disputes. WIEB and SRMP shall use their good faith reasonable efforts for 30 days to resolve any controversy or claim arising out of or relating to this Agreement or breach thereof. Should such efforts prove to be unsuccessful within such 30-day period, all such unresolved controversies and claims shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the amount in controversy is \$20,000 or less, the Arbitration panel shall consist of one arbitrator; if the amount in controversy exceeds that amount, the arbitration panel shall consist of three arbitrators. The location of the arbitration proceedings is to be in Denver, Colorado, and the internal laws of the State of Colorado shall govern this Agreement. Judgment upon the award rendered under the arbitration may be entered in any court having jurisdiction thereof. The arbitration shall be held within 60 days after the service of demand for arbitration, and the arbitrator's decision shall be issued within 15 days following the conclusion of the arbitration proceeding. The reasonable expenses and attorneys' fees of the prevailing Party, as delivered by the arbitrator, shall be paid by the non-prevailing Party.

This Agreement, including all terms and conditions set forth above and all Appendices hereto, which are hereby incorporated by this reference, constitutes the entire agreement between WIEB and SRMP regarding the subject matter hereof, and supersedes all prior and simultaneous agreements, negotiations, and representations, written or oral. If there is any inconsistency between the terms of this Agreement and any other agreement or writing between the parties, the terms of this Agreement shall control. THE PERSON SIGNING BELOW ON BEHALF OF SRMP REPRESENTS AND WARRANTS THAT SUCH PERSON HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE, AND THAT SUCH PERSON IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF SRMP AND HAS THE LEGAL ABILITY TO BIND SRMP TO THIS AGREEMENT.

SRMP:

WIEB:

WESTERN INTERSTATE ENERGY BOARD

By: _____
(Signature) (Date)

By: _____
(Signature) (Date)

(Print Name)

(Print Name)

(Title)

Executive Director

(Title)

Appendix A (Work)

WIEB Roles & Responsibilities.

A. WIEB Executive Committee.

a. Annual Performance Review.

- i. The WIEB Executive Committee will consult with the EIM-BOSR Chair and Vice-Chair during the annual performance review of the WIEB Executive Director.

B. WIEB Executive Director.

a. Annual Performance Reviews.

- i. The WIEB Executive Director will work closely with the EIM-BOSR Chair and Vice-Chair to evaluate the performance of WIEB employees that provide staff support to the EIM-BOSR.
- ii. The WIEB Executive Director will work closely with the EIM-BOSR Chair and Vice-Chair to perform an annual review of services rendered, outcomes achieved, staff utilization, expenditures, cost allocations, and future budgets.

b. Management.

- i. The WIEB Executive Director will manage staff providing support to the EIM-BOSR, will consult the EIM-BOSR on staffing requirements, and will have decision-making authority with respect to the allocation of staff and office resources.

c. Accounting.

- i. Funding provided to support EIM-BOSR activities will be used for EIM-BOSR-related staff salaries and benefits, overhead, meeting costs (e.g., room rental, audio-visual support, and webinar service), staff travel, BOSR member travel, travel for public utility commission staff, and other expenses, as needed.
- ii. The WIEB Executive Director and staff will use generally accepted accounting practices to separately track all EIM-BOSR expenses and revenues and to distinguish EIM-BOSR expenses and revenues from those attributable to WIEB.
- iii. The WIEB Executive Director will provide periodic EIM-BOSR spending reports to the EIM-BOSR Chair and Vice-Chair; and
- iv. The WIEB Executive Director will provide the EIM-BOSR with a final copy of WIEB's Annual Financial Audit each year, which is conducted by an independent auditing

firm and which will clearly distinguish between EIM-BOSR and WIEB expenses and revenues.

d. Business Plan and Budget.

- i. The WIEB Executive Director will work closely with the EIM-BOSR Chair and Vice-Chair to:
 1. Prepare an annual business plan that reflects the strategic direction of the EIM-BOSR;
 2. Prepare and present an annual budget to the EIM-BOSR for its review and approval;
 3. Schedule a public meeting where the SRMPs and other stakeholders will have an opportunity to engage with the EIM-BOSR and WIEB in the development of the EIM-BOSR annual budget; and
 4. Schedule an opportunity for the SRMPs and other stakeholders to provide written comments on the proposed business plan and budget by November 1st of each year.
- ii. Annual budget increases will be limited to no more than 4 percent; unless the EIM-BOSR, WIEB, and the SRMPs agree there are exceptional circumstances.
- iii. If EIM-BOSR budgetary expenses fall below the amount of funding provided in any given budget year, surplus funding will be used to reduce the funding requirement for the subsequent budget year.

C. WIEB Staff.

a. Technical Support

- i. WIEB technical staff will provide the following support:
 1. Monitor and analyze market activities, policy developments, and stakeholder initiatives related to the Western EIM;
 2. Perform issue analyses and develop draft “common positions” for consideration by the EIM-BOSR;
 3. At least twice each year, coordinate meeting space and facilitate in-person collaborations between members of the EIM-BOSR and other Western state utility regulators and policymakers;
 4. Organize and coordinate additional meetings, in-person or via conference call, on an as-needed basis;

5. Identify topics and develop educational material for EIM-BOSR members and their staff;
6. Develop draft agendas and recruit speakers for EIM-BOSR meetings; and
7. Facilitate meetings between the EIM-BOSR and the CAISO Department of Market Monitoring and the CAISO Market Surveillance Committee.

b. Administrative Support:

- i. WIEB administrative staff will provide the following support:
 1. Maintain a webpage dedicated exclusively to the EIM-BOSR;
 2. Administer travel reimbursements for the EIM-BOSR, public utility commission staff, and other qualifying third parties; and
 3. Conduct other activities necessary to support the EIM-BOSR.

Appendix B (Schedule)

WIEB shall perform the Work over a five-year period beginning on _____
and concluding on _____.

WIEB will perform the Work on an annual basis subject to Compensation determined in advance of each calendar year.

Appendix C (Compensation)

SRMP shall compensate WIEB _____ for work to be performed for calendar year _____.

Compensation for subsequent calendar years will be determined in advance of each year. The WIEB Executive Director will work closely with the EIM-BOSR Chair and Vice-Chair to schedule a public meeting where the SRMPs and other stakeholders will have an opportunity to engage with the EIM-BOSR and WIEB in the development of the EIM-BOSR annual budget. The SRMPs and other stakeholders will have an opportunity to submit written comments on the proposed business plan and budget by November 1st of each year.