



October 21, 2015

Mukhlesur Bhuiyan  
Los Angeles Department of Water and Power  
111 N. Hope Street, Room 1250  
Los Angeles, CA 90012

Re: Reciprocal Non-Disclosure and Use of Information Agreement for Exchange of Transmission Planning Information between the California Independent System Operator Corporation and the City of Los Angeles acting by and through the Department of Water and Power, effective March 20, 2015

Dear Mukhlesur:

Due to our continuing collaboration, CAISO and LADWP have agreed to amend the above-referenced non-disclosure agreement ("Agreement") as set forth herein. Specifically, paragraph 6 of the Agreement states as follows:

6. Term of Agreement. Except as otherwise provided in Section 1, this Agreement shall remain in effect for a period of eighteen (18) months from the date of this Agreement or unless and until the ISO provides ten (10) days prior written notice to Counterparty. The term may be extended for up to a total term of one (1) year on a month to month basis by mutual agreement between the Parties. Termination shall not extinguish any claim, liability or cause of action under this Agreement existing at the time of termination.

Pursuant to Paragraph 6, the parties agree to extend the term of the Agreement for a total term of one year and expiring on March 20, 2016. All other provisions of the Agreement shall remain in full force and effect.

If this proposed amendment meets with your approval, please have this letter executed and return a copy to Jennifer Rotz at [caisonda@caiso.com](mailto:caisonda@caiso.com). If you have any questions, please contact John Spomer at (916) 608-7257 or [jspomer@caiso.com](mailto:jspomer@caiso.com).

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION:

CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER:



By: [Signature]  
Name: Keith Casey  
Title: Vice President, Market & Infrastructure Development  
Date: 10/29/2015

By: \_\_\_\_\_  
Name: Marcie L. Edwards  
Title: General Manager

Date:

And:

Barbara E. Moschos, Board Secretary

**RECIPROCAL NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT  
FOR EXCHANGE OF TRANSMISSION PLANNING INFORMATION**

This Non-Disclosure and Use of Information Agreement for Exchange of Transmission Planning Information ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the California Independent System Operator Corporation ("ISO") and the City of Los Angeles acting by and through the Department of Water and Power (LADWP) ("Counterparty") (individually, a "Party" and collectively, the "Parties").

WHEREAS, ISO Tariff §§24.2(c) and 24.8.4 provide that the ISO will collaborate with adjacent Transmission Providers, Planning Entities, and interconnected Balancing Authority Areas, including an exchange of information to ensure the simultaneous feasibility of respective transmission plans, the identification of potential areas for increased efficiency and consistent use of assumptions wherever possible, and;

WHEREAS, Counterparty is an adjacent Transmission Provider, Planning Entity, or interconnected Balancing Authority Area obligated by applicable reliability and planning criteria to assess the impact of proposed generation and transmission projects interconnected to its system on adjacent Balancing Authority Areas, including the ISO Controlled Grid, and;

WHEREAS, in order to facilitate collaboration between the ISO and adjacent Transmission Providers, Planning Entities, and Balancing Authority Areas and the coordination of transmission planning studies, the Parties desire to obtain from each other certain planning and interconnection studies and other pertinent transmission information that the parties anticipate will contain confidential or proprietary data, as further described in this agreement, and;

WHEREAS, the Parties desire to provide confidential data to each other under suitable contractual limits and protection concerning the disclosure and use of confidential or proprietary information.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the Parties agree as follows:

1. Permitted Use and Disclosure.

(a) The Parties shall obtain, exchange and use information provided under this Agreement for the following purposes:

(i) to facilitate the exchange of transmission planning and interconnection information (as defined below in Section 2) that the Parties anticipate will include Confidential Information.

(ii) to permit the Parties to review and use Confidential Information (as defined below in Section 2).

(b) Either Party may use the Confidential Information and related studies:

(i) in pleadings to the Federal Energy Regulatory Commission or other state or federal regulatory agencies with authority to approve the siting or cost recovery of generation or transmission facilities;

(ii) in response to requests for information by entities exercising authority under the Federal Power Act and implementing regulations to require submission or inspection of that information as part of an investigation, audit or other report (including a self-report);

provided, however, that the Party requests confidential treatment of such information and obtains a determination by the agency or entity to which the Confidential Information is offered that the agency or entity will treat the submitted material confidentially in accordance with this Agreement.

2. Description of Confidential Information and Other Information Covered by this Agreement.

(a) Upon request, the ISO will make available to Counterparty the transmission planning and interconnection information that is provided to eligible participants in the ISO's Transmission Planning Process via secured website access, and Counterparty will make available similar transmission planning and interconnection information to the ISO. Such information includes, but is not limited to, pertinent interconnection studies, transmission planning studies, base case data, local capacity technical studies, congestion studies, power flow and stability modeling data, and other generation and transmission project related data;

(b) Confidential Information under this Agreement consists of: (i) base cases that the Parties may make available under this Agreement, (ii) contingency files, (iii) other electronic files necessary to perform system impact studies, (iv) CEII, (v) all other written or electronic materials marked "Confidential", "Proprietary" or with words of similar import, and (vi) all observations of equipment (including computer screens) and oral disclosures

related to the Parties' systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively (collectively, "Confidential Information"). The Confidential Information includes portions of documents, records and other material forms or representations which the Parties may create, including but not limited to handwritten notes or summaries, that contain such Confidential Information.

(c) Unless otherwise defined in this Agreement, terms used herein with initial capitalization shall have the meanings set forth in Appendix A of the CAISO Tariff, as amended as of the date of this Agreement.

### 3. Non-Disclosure.

(a) Subject to Sections 1(b) above and Section 4 below, the Parties shall keep the Confidential Information in strict confidence and shall not disclose such information or otherwise make it available, in any form or manner, to any other person or entity (a "third party"), other than its employees or consultants who have executed Exhibit A to this Agreement, without the prior written consent of the other Party. The Parties will cause each of its employees and consultants who will have access to the Confidential Information to acknowledge that they have read this Agreement and agree to abide by all of its terms regarding use and disclosure of the Confidential Information by executing Exhibit A and returning the executed Exhibit to the other Party as set forth in Section 9. It is the ongoing responsibility of each Party to ensure that (i) each Exhibit A is accurate, (ii) each Exhibit A permits access only to a current employee or consultant, and (iii) each new Exhibit A and any notice of cancellation of an Exhibit A is immediately submitted to the other Party.

(b) The Counterparty shall complete and return to the ISO Exhibit B to this Agreement in order to facilitate the ISO's confirmation of the Counterparty's identity and eligibility to receive Confidential Information. Consultants must also complete and return Exhibit C.

(c) The Parties shall immediately report to each other any unauthorized access to Confidential Information or other breach of this Agreement. Notwithstanding the foregoing, the Parties shall remain primarily responsible for any release of Confidential Information in contravention of this Agreement.

### 4. Exceptions to Non-Disclosure.

Notwithstanding Section 3 above, a Party to this Agreement shall not have breached any obligation under this Agreement if the 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 the other Party at the time of disclosure through other means without restriction on its use, or had been independently developed by the other Party as shown through documentation; or

(c) is subsequently disclosed to the other 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 5, 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.

### 5. Notice of Pending Third Party Disclosure.

In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena or other lawful process requiring either of the Parties to disclose the Confidential Information, each Party shall notify the other Party immediately upon receipt thereof to facilitate the other Party's efforts to prevent such disclosure, or otherwise preserve the confidentiality of the Confidential Information. Neither Party shall be in violation of this Agreement if it complies with an order of such court or governmental authority to disclose the Confidential Information, after the Parties either has sought to maintain the confidentiality of such information as provided herein, or has notified the other in writing that it will take no action to maintain such confidentiality.

Notwithstanding any of the terms and conditions contained in this Agreement, LADWP shall not be liable for any claims or causes of action whatsoever resulting from or arising out of LADWP's copying or releasing to a third party any Confidential Information pursuant to the California Public Records Act ("CPRA"), the Ralph M. Brown Act or other applicable law and done pursuant to the terms of this Agreement. In the event that a demand for disclosure is received pursuant to the CPRA requiring the disclosure of the Confidential Information LADWP shall notify the ISO immediately upon receipt thereof to facilitate the ISO's efforts to prevent such disclosure, or otherwise preserve the confidentiality of the Confidential Information. LADWP shall not be in violation of this Agreement if it complies with an order relating pursuant to the CPRA to disclose the Confidential Information, after the ISO either has sought to maintain the confidentiality of such information as provided herein, or has notified LADWP that it will take no action to maintain such confidentiality.

6. Term of Agreement.

Except as otherwise provided in Section 1, this Agreement shall remain in effect unless and until either Party provides ten (10) days prior written notice to the other Party. Termination shall not extinguish any claim, liability or cause of action under this Agreement existing at the time of termination.

7. Provisions Surviving Termination.

The provisions of Sections 3, 4 and 5 shall survive the termination of this Agreement for a period of ten (10) years from the date of termination of this Agreement. The provisions of Section 8 shall continue after termination until satisfied.

8. Return or Destruction of Confidential Information.

Upon termination of this Agreement, all Confidential Information in the possession or control of either of the Parties, including its employees and consultants, shall be returned to the other Party, including all copies of such information in any form whatsoever, unless otherwise instructed in writing by the other Party. In lieu of return, the Parties may certify to the other Party in writing that all such information, in any form whatsoever, has been destroyed.

9. Notices.

(a) Representatives and Addresses. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail or electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed as follows:

**Counterparty:**

Name of Entity: MUKHLES BHUIYAN  
Name of Contact (person or position):  
LA DEPT. OF WATER & POWER  
Address: 111 N. HOPE STREET, ROOM 1250  
LOS ANGELES, CA 90012  
Telephone: (213) 367-2532  
Facsimile:  
Email: Mukhlesur.Bhuiyan@ladwp.com

**ISO:**

Director, Regional Transmission  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Facsimile: (916) 608-7222

and

Legal & Regulatory Department  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Facsimile: (916) 608-7222  
E-mail: CAISONDA@caiso.com

(b) Changed Representatives and Addresses.

Either Party may, from time to time, change its representative or address for the purpose of notices to that Party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the Party being so notified.

(c) Effective Date of Notices. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 9 shall be effective upon delivery if delivered personally, by overnight delivery, by electronic mail, or by facsimile transmission; if delivered by mail, such notices shall be effective three (3) days following deposit in the United States mail, postage prepaid.

10. Complete Agreement; No Other Rights.

(a) This Agreement contains the complete and exclusive agreement of the Parties with respect to the subject matter thereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date of this Agreement, with respect to its subject matter. No change to this Agreement shall be effective unless agreed to in writing by the Parties hereto. Any conflict between the language of this Agreement and any mark, stamp, annotation or other language identifying something received hereunder as Confidential Information shall be resolved in favor of this Agreement.

(b) This Agreement is not intended to create any right in or obligation of any Party or third party other than those expressly stated herein.

11. No Warranties or Representations.

Any Confidential Information disclosed by either Party under this Agreement carries no warranty or representation of any kind, either express or implied.

Neither Party shall be entitled to rely on the accuracy, completeness or quality of the Confidential Information, even for the purpose stated in Section 1.

12. Injunctive Relief.

Both Parties agree that, in addition to whatever other remedies may be available to the other Party under applicable law, the Parties shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by either Party or any third party. Each Party agrees to bear all its own costs and expenses, including reasonable attorneys' fees that may be incurred in enforcing the provisions of this Section.

13. Compliance with Export Laws.

The Parties agree to comply in all respects with any governmental laws, orders or other restrictions which may be imposed from time to time by the government of the United States ("Export Laws") to assure that neither the Confidential Information nor any direct product thereof are (i) exported, directly or indirectly, in violation of the Export Laws, or (ii) are intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical or biological weapons proliferation. The Parties certify they will not transfer or export any product, process or service that is a direct product of the Confidential Information.

14. Governing Law.

This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws.

15. Assignment.

This Agreement shall be binding upon the Parties, their successors, and assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party.

16. Construction of Agreement.

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but shall be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

17. Signature Authority.

Each person signing below represents and warrants to each Party that he or she has been duly authorized by the Party for whom he or she signs to execute this Agreement on behalf of that Party.

18. Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

By: [Signature]  
Name: Keith Casey  
Title: Vice President, Market & Infrastructure Development  
Date: 10/13/2015



**COUNTERPARTY: Los Angeles Department of Water and Power**

By: \_\_\_\_\_  
Name: Marcie L. Edwards  
Title: General Manager  
Date:

And: Barbara E. Moschos, Board Secretary

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CLU, WFCB

OCT 26 2015  
BY: [Signature]  
SYNDI DRISCOLL  
DEPUTY CITY ATTORNEY