



**Department of Energy**  
 Western Area Power Administration  
 Sierra Nevada ~~Customer Service~~  
 Region-  
 114 Parkshore Drive  
 Folsom, California CA, 95630-  
 47104710

JUL 27 2018

Sent Via E-Mail

Letter of Agreement 1820-SNR-  
 0216402416

Ms. Michelle Bertolino  
 Electric Utility Director  
 City of Roseville-  
 Electric Department  
 City of Roseville  
 2090 Hilltop Circle  
 Roseville, CA 95747

Dear Ms. Bertolino:

On December 23, 2004, ~~the~~ Western Area Power Administration, ~~Sierra Nevada~~  
~~Region~~ (WAPA), and ~~the~~ City of Roseville, Electric Department (Roseville), individually  
 known as "~~Party~~" or collectively as "~~Parties~~," entered into Interconnection Contract  
 04-SNR-00850 (Contract ~~for Interconnection~~), which specifies the ownership,  
 operation, and maintenance responsibilities of facilities at the Fiddymont ~~Substation~~ ~~+~~  
~~The Substation~~!. In addition, the Contract for Interconnection specifies that WAPA is  
 responsible for all ~~operations~~ operation and maintenance, at ~~Roseville's~~ Roseville's  
 cost, for the 230-~~kilovolt~~ (kV) portion of the Fiddymont Substation facilities up to the high  
 side bushing of the 230/60/12-kV transformers, including, but not limited to, the  
 equipment listed in Section 16.5 of the Interconnection Contract.

The On July 27, 2018, the Parties are entering into this executed Letter of Agreement  
18-SNR-02164 (LOA) to delineate 02164). LOA 02164 delineated responsibilities  
 under the Contract for Interconnection, related to specific Reliability Standards that  
 have been developed by and are subject to the compliance monitoring and  
 enforcement activities of the North American Electric Reliability Corporation (NERC)  
 and the Western Electricity Coordinating Council (WECC). Both NERC and WECC  
 conduct relevant activities pursuant to the authority granted them by the Federal  
 Energy Regulatory Commission (~~FERG~~ FERC), which is responsible for the oversight  
 of such activities.

The Parties are entering into this Letter of Agreement, 20-SNR-02416 (LOA) to carry  
 forth the terms and conditions of LOA 02164 and memorialize new responsibilities as of

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April 1, 2021, to reflect the current list of NERC Reliability Standards and applicable requirements.

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<sup>1</sup>"Fiddymment Substation" shall mean the substation located on Fiddymment Road, Roseville, California.

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The Parties agree to the following:

1. Exhibit A, attached hereto, contains the NERC Reliability Standards compliance-related tasks WAPA will perform. Roseville expects this LOA and Exhibit A will serve as part of the overall documentation that may be provided or referenced when Roseville, the Responsible Entity, is audited by WECC, NERC, or ~~FERG~~FERC. The Parties agree to negotiate in good faith to modify Exhibit A to this LOA, as necessary, to reflect future Reliability Standards.

~~"Fiddyment Substation" shall mean the substation located on Fiddyment Road, Roseville, California.~~

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Letter of Agreement 20-SNR-02416

~~8.2. In addition to meeting the Reliability Standards and the requirements mandated by FERC, WAPA collects and retains all applicable documentation that has been of adherence to compliance delegated to WAPA under this LOA. Depending upon the documentation classification (refer to Section 3), WAPA agrees to provide Roseville with the documentation listed in Exhibit A on an annual basis, or as required. Roseville may use such documentation to confirm compliance with applicable requirements, to provide evidence of compliance to WECC or other authorities (e.g., for a Spot Check or Compliance Audit), however WAPA does not assume liability in the event that Roseville is determined to be non-compliant for any reason. The documentation provided by WAPA, which may include information on WAPA's transmission system, can be in either electronic or hard copy format documents as requested by Roseville, WECC, or NERC, but to demonstrate adherence to the compliance standards and requirements. Documentation must be clearly labeled regarding the requirements of the Reliability Standards with which they demonstrate compliance. Any questions regarding such documentation should be made in writing to one of WAPA's representatives as identified on the contact list provided with this LOA as Exhibit B. WAPA and Roseville shall update Exhibit B as necessary going forward. Electronic copies of documents may be transferred to Roseville via a secured application agreed to by both parties. Roseville may use such documentation to confirm compliance with applicable requirements and to provide evidence of compliance to WECC or other authorities.~~

~~3. Information Protection: In some cases, WAPA system or procedural documentation content may be designated as sensitive information and must follow current WAPA departmental procedures regarding the protection and dissemination of such information. In cases where documentation can be provided, WAPA may utilize a secured file transfer portal to provide such documentation to Roseville. In cases where documentation cannot be provided, WAPA may show adherence to the NERC compliance standards and requirements listed in Exhibit A by establishing an electronic review of documentation via a secured session (WebEx for example). The review may include transmission system and support process documentation in electronic or hard copy format as requested by Roseville, WECC, or NERC. Documentation must be clearly labeled regarding the requirements of the Reliability Standards with which they demonstrate compliance and any questions regarding such documentation should be made through WAPA's representatives.~~

~~9.4. At any time WAPA believes it is non-compliant with any requirements of any applicable mandatory Reliability Standards that Roseville has delegated to WAPA according to this LOA and Exhibit A, WAPA shall immediately notify Roseville, and provide documentation to Roseville regarding the matter by using the contact information in Exhibit B. If requested by Roseville, WAPA shall provide Roseville with assistance and information necessary to properly prepare Compliance Violation Self-Reporting Forms and Mitigation Plans that Roseville may submit to WECC.~~

~~10.5. Payment to WAPA:~~

~~5.1 Upon execution of this LOA, WAPA will send Roseville a bill for collection for the annual cost to perform the activities set forth in this LOA and Exhibit A of Twelve Thousand, Three Hundred (\$12,300.00) Dollars.~~

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~~40.25.2~~ Roseville shall remit payment to WAPA following the instructions on the bill for collection.

~~40.35.3~~ WAPA will establish a WAPA-managed, non-interest-bearing trust account, and have the funds advanced by Roseville collected into such account. ~~Any funds in the trust account created for the initial LOA (LOA 02164) will be transferred to a new trust account created after this updated LOA is executed.~~

~~40.45.4~~ WAPA will charge its time associated with the work it provides pursuant to this LOA and Exhibit A to the work order number established for the trust account.

~~40.55.5~~ WAPA may update the annual cost estimate contained in Exhibit A to reflect future costs for performing the activities in this LOA. If WAPA updates the cost estimate in Exhibit A, WAPA shall provide a revised Exhibit A to Roseville.

~~40.6~~ On an annual basis on the anniversary date of the execution of this LOA, WAPA will bill Roseville for the estimated costs set forth in Exhibit A for WAPA on an annual basis to

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Letter of Agreement 18-SNR-

5.6 continue performing the activities identified in this LOA and Exhibit A for the upcoming year.

40-75.7 WAPA will continuously monitor the account balance during the term of this LOA. If, at any time, WAPA determines that the balance in the trust account is not sufficient to cover ~~WAPA's~~ WAPA's estimated costs to perform the activities under this LOA and Exhibit A, WAPA shall notify Roseville and promptly invoice Roseville for additional funding as appropriate. Such additional funding shall be due within twenty (20) calendar days of the date of the invoice. ~~Failure on the part of Roseville~~ Roseville's failure to advance the additional funding requested by WAPA shall result in a delay or cessation of all work by WAPA under this LOA and Exhibit A.

40-85.8 Upon termination of this LOA, and after all financial obligations have been met, WAPA shall return the unobligated balance of the trust account funds, without interest, to Roseville within ninety (90) days.

6. This LOA shall become effective upon execution by Roseville and shall remain in effect concurrent with the term of the Contract ~~for Interconnection.~~ Either party may terminate this LOA with twelve (12) months advance written notice to the other Party. This LOA may be superseded or amended upon mutual agreement of Roseville and WAPA. Upon execution, this LOA shall supersede and terminate LOA 02164.

7. Execution by Counterparts: This LOA may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this LOA may be detached by any counterpart of this LOA without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this LOA identical in form hereto, by having attached to it one or more signature pages.

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8. Electronic Signatures: The Parties agree that this LOA may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

If you ~~are in agreement~~ agree with the terms and conditions of this LOA, please have the appropriate official sign ~~and~~, date ~~both originals~~, have the signatures attested, and return ~~one~~ to Mr. Joshua Blake, ~~mail code N6205~~, at ~~this office~~-jblake@wapa.gov.

Sincerely,

Sonja A. Anderson  
Senior Vice President and-  
Sierra Nevada Regional Manager

City of In Duplicate

Roseville Electric Department

By: Name:- Michelle Bertolino  
Attest Title:- Electric Utility Director Name: [Signature] Address: 2090 Hilltop Drive  
By: Roseville, CA 95747 Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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City of Roseville  
Letter of Agreement 20-SNR-02416  
Exhibit A

<u>EOP-004</u>	<u>Event Reporting</u>	<u>04/01/2019</u>	<u>R1, R2</u>
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<u>Standard- Number</u>	<u>Standard Name</u>	<u>Effective- Date</u>	<u>Requirements</u>
<u>CIP-002-5.1a</u>	<u>Cyber Security - BES Cyber System Categorization</u>	<u>12/27/2016</u>	<u>R1, R2</u>





~~EXHIBIT B~~  
~~CONTACT INFORMATION~~

~~This Exhibit B to be effective under and as a part of Letter of Agreement 18-SNR-02164, (LOA) shall become effective upon execution of the LOA; and shall remain in effect until superseded by another Exhibit B or termination of the LOA.~~

~~Western Area Power Administration:~~

~~Name: Dawn Roth-Lindell  
Title: Acting Senior Vice President and  
Sierra Nevada Regional Manager  
Phone: 916-353-4418  
Email: lindell@wapa.gov  
Address: 114 Parkshore Drive, Folsom, CA 95630~~

~~Name: Ann Craig  
Title: Reliability Compliance Management Specialist  
Phone: 916-353-4514  
Email: craig@wapa.gov  
Address: 114 Parkshore Drive, Folsom, CA 95630~~

~~Name: Sandee Peebles  
Title: Contract Representative/Public Utilities Specialist  
Phone: 916-353-4454  
Email: peebles@wapa.gov  
Address: 114 Parkshore Drive, Folsom, CA 95630~~

5. Inventory of Equipment or Assets

Regularly, Roseville and WAPA meet to review and update as necessary the inventory of equipment and/or assets at Fiddymont to ensure coverage of compliance applicability.

~~City of Roseville:~~

~~Name: Michelle Bertolino  
Title: Electric Utility Director  
Phone: 916-774-5603  
Email: mbertolino@roseville.ca.us  
Address: 2090 Hilltop Circle, Roseville, CA 95747~~

~~Name: Julie Manfredi  
Title: Electric Compliance Analyst  
Phone: 916-774-5674  
Email: jmanfredi@roseville.ca.us  
Address: 2090 Hilltop Circle, Roseville, CA 95747~~

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~~Chris Porter, P.E. Senior Power Engineer  
916-774-5615  
[cporter@roseville.ca.us](mailto:cporter@roseville.ca.us)  
2090 Hilltop Circle, Roseville, CA 95747~~

~~Mark Wilhelm  
Power Engineering Manager 916-774-5604  
[mwilhelm@roseville.ca.us](mailto:mwilhelm@roseville.ca.us)  
2090 Hilltop Circle, Roseville, CA 95747~~

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