

Board Finance & Audit Committee Meeting and Special SMUD Board of Directors Meeting

Date: Tuesday, February 18, 2025

Time: Scheduled to begin at 6:00 p.m.

Location: SMUD Headquarters Building, Auditorium
6201 S Street, Sacramento, CA

Powering forward. Together.



AGENDA

BOARD FINANCE & AUDIT COMMITTEE MEETING AND SPECIAL SMUD BOARD OF DIRECTORS MEETING

Tuesday, February 18, 2025
SMUD Headquarters Building, Auditorium
6201 S Street, Sacramento, California
Scheduled to begin at 6:00 p.m.

This Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of compliance with the Brown Act. In order to preserve the function of the Committee as advisory to the Board, members of the Board may attend and participate in the discussions, but no Board action will be taken. The Finance & Audit Committee will review, discuss and provide the Finance & Audit Committee's recommendation on the following:

Virtual Viewing or Attendance:

Live video streams (view-only) and indexed archives of meetings are available at:
http://smud.granicus.com/ViewPublisher.php?view_id=16

Zoom Webinar Link: [Join Board Finance & Audit Committee Meeting Here](#)

Webinar/Meeting ID: 160 066 9138

Passcode: 756520

Phone Dial-in Number: 1-669-254-5252 or 1-833-568-8864 (Toll Free)

Verbal Public Comment:

Members of the public may provide verbal public comment by:

- Completing a sign-up form at the table outside of the meeting room and giving it to SMUD Security.
- Using the "Raise Hand" feature in Zoom (or pressing *9 while dialed into the telephone/toll-free number) during the meeting at the time public comment is called. Microphones will be enabled for virtual or telephonic attendees when the commenter's name is announced.

Written Public Comment:

Members of the public may provide written public comment on a specific agenda item or on items not on the agenda (general public comment) by submitting comments via email to PublicComment@smud.org or by mailing or bringing physical copies to the meeting. Email is not monitored during the meeting. Comments will not be read into the record but will be provided to the Board and placed into the record of the meeting if received within two hours after the meeting ends.

DISCUSSION ITEMS

1. Alcides Hernandez Discuss authorizing the Chief Executive Officer and General Manager to negotiate and execute a **Custom Special Facilities Agreement with The Regents of the University of California on behalf of the University of California Davis Health (UCDH)**, substantially in form attached, for a new 40MVA feeder extension project in the estimated amount of \$60.4 million.
Presentation: 8 minutes
Discussion: 2 minutes

2. Casey Fallon Discuss authorizing the Chief Executive Officer and General Manager to negotiate and award multiple contracts to any or all of the qualified contractors identified pursuant to **Request for Qualifications DOC4812202391** (as augmented by staff under the same criteria during the term) and to issue task authorizations for the contractor(s) who successfully bid on a task order to provide professional services and/or leased employee support for SMUD's Information Technology (IT) team (collectively, the **IT Master Agreements**), for the seven-year period from February 24, 2025, through February 23, 2032, with three optional one-year extensions for a total aggregate contract not-to-exceed amount of \$50 million.
Presentation: 7 minutes
Discussion: 2 minutes

INFORMATIONAL ITEMS

3. Casey Fallon Provide the Board the Quarterly Procurement Report for Fourth Quarter 2024.
Presentation: 10 minutes
Discussion: 1 minute

4. Jillian Rich Provide the Board the Enterprise Risk Management Quarterly Update.
Presentation: 10 minutes
Discussion: 2 minutes

5. Lisa Limcaco Provide the Board a summary of SMUD's current Power Supply Costs.
Presentation: 3 minutes
Discussion: 1 minute

6. Public Comment.
7. Rob Kerth Summary of Committee Direction.
Discussion: 1 minute

Members of the public shall have up to three (3) minutes to provide public comment on items on the agenda or items not on the agenda, but within the jurisdiction of SMUD. The total time allotted to any individual speaker shall not exceed nine (9) minutes.

Members of the public wishing to inspect public documents related to agenda items may click on the Information Packet link for this meeting on the smud.org website or may call 1-916-732-7143 to arrange for inspection of the documents at the SMUD Headquarters Building, 6201 S Street, Sacramento, California.

ADA Accessibility Procedures: Upon request, SMUD will generally provide appropriate aids and services leading to effective communication for qualified persons with disabilities so that they can participate equally in this meeting. If you need a reasonable auxiliary aid or service for effective communication to participate, please email Toni.Stelling@smud.org, or contact by phone at 1-916-732-7143, no later than 48 hours before this meeting.

SSS No.
CS-25-001

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date Finance & Audit – 02/18/25
Board Meeting Date February 20, 2025

TO		TO	
1.	Tracy Carlson	6.	Scott Martin
2.	Jennifer Restivo	7.	Lora Anguay
3.	Katarina Miletijev	8.	Jose Bodipo-Memba
4.	Brandy Bolden	9.	Legal
5.	Frankie McDermott	10.	CEO & General Manager

Consent Calendar	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<i>If no, schedule a dry run presentation.</i>	Budgeted	<input checked="" type="checkbox"/>	Yes	No	<i>(If no, explain in Cost/Budgeted section.)</i>
FROM (IPR)					DEPARTMENT	MAIL STOP	EXT.	DATE SENT		
Marie Brougham					Commercial Delivery	A128	5196	01/24/25		

NARRATIVE:

Requested Action: Authorize the Chief Executive Officer and General Manager, or his delegate, to negotiate and execute a Custom Special Facilities Agreement (Agreement) with The Regents of the University of California on behalf of the University of California Davis Health (UCDH), substantially in form attached, for a new 40MVA feeder extension project in the estimated amount of \$60.4 million.

Summary: SMUD’s Rule and Regulation 2 (Rule 2) applies to Special Facilities requested by customers under which SMUD designs, builds, owns, and maintains the facilities for use by the customer at customer’s sole expense. SMUD enters into an agreement with customer for a monthly cost of service payment associated with the Special Facilities based on the installed cost of the Special Facilities. UCDH has requested certain Special Facilities be allocated for their use to serve the UCDH medical campus in Sacramento. Under the Agreement, given the unique features of the project which includes an estimated \$57.4 million of costs for one-time engineering, design and construction (route identification, soil testing, trenching, backfill, installing vaults) and the remaining \$3 million for a 40MVA electrical feeder infrastructure from SMUD’s East City Substation (ECY), SMUD has agreed to a custom payment arrangement for the project. The Agreement provides for UCDH to make five milestone payments in advance of SMUD work completion for the full actual costs incurred by SMUD. The monthly cost of service charge of \$23,460 is based on the estimated \$3 million feeder electrical infrastructure to compensate SMUD for ongoing operations and maintenance of the feeder. The Agreement remains in effect until terminated by either party, subject to a termination charge. SMUD and UCDH are also executing a separate standard Rule 2 Special Facilities Agreement for work associated with a dedicated substation bank at ECY to support the feeder extension which does not require Board approval.

Board Policy: Strategic Direction SD-2, Competitive Rates; Strategic Direction SD-5, Customer Relations; *(Number & Title)* Strategic Direction SD-7, Environmental Leadership

Benefits: Support UCDH in the future expansion, electrification of their central plant, and transition away from their self-generation natural gas fired Co-generation plant. Results are regional carbon reduction, increased SMUD energy sales, and advancing our 2030 Zero Carbon Plan. Estimated project cost \$60.4 million paid entirely by UCDH.

Cost/Budgeted: Included in project costs paid by UCDH as an advanced payment.

Alternatives: Not provide to requested increased capacity through the 40MVA service which will halt UCDH expansion, electrification, and transition off their natural gas Co-generation plant.

Affected Parties: UCDH and SMUD

Coordination: Planning & Revenue Strategy, Commercial Success, Distribution Planning & Operations, Substation Telecommunications & Metering, and Legal

Presenter: Alcides Hernandez, Manager, Revenue Strategy

Additional Links:

SUBJECT

Custom Special Facilities Agreement with UC Davis Health

ITEM NO. (FOR LEGAL USE ONLY)

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
CUSTOM SPECIAL FACILITIES AGREEMENT**

This Special Facilities Agreement (“Agreement”) is entered into between the **Sacramento Municipal Utility District** (“SMUD”) and The Regents of the University of California on behalf of the University of California Davis Health. (“University”). SMUD and University, each, a “Party,” together, the “Parties,” agree as follows:

RECITALS

- A. University is a SMUD customer receiving electric service at its facility located at 4840 2nd Ave., Sacramento, State of California, 95817;
- B. University is expanding and has requested SMUD to design, build, and maintain a dedicated 40MVA substation bank at SMUD’s East City Substation (“ECY”) and a 21kV feeder extension from ECY to the UC Davis Medical Campus. The service will be metered at 115kV at the dedicated substation bank located at ECY.
- C. This Custom Special Facilities Agreement covers the 21kV feeder extension from ECY to the UC Davis Medical Campus (“Extension”) and the Parties have entered into a separate agreement for the 40MVA substation bank, contract number SMUDCDS23-010.
- D. University requests Special Facilities which SMUD typically applies under Rule and Regulation 2 (Rule 2): however, the scope of the Extension is not considered traditional Special Facilities and requires this custom agreement that deviates from the Rule 2 rates.
- E. The

Now therefore, in consideration of the above-mentioned recitals, the covenants herein, the Parties mutually agree as follows.

TERMS AND CONDITIONS

- 1. **TERM.** This Agreement shall be effective as of the date of last execution by the Parties and shall continue until terminated by either Party on at least thirty (30) days written notice.
- 2. **SCOPE.** SMUD shall allocate for University’s use certain facilities, more particularly described in Attachment A (“Special Facilities”) at an estimated total additional cost of **\$60,366,256** (“Estimated Total Additional Cost”) over the cost of standard facilities

which SMUD would typically provide or allocate for standard service in accordance with SMUD's Rates, Rules and Regulations as adopted by SMUD's Board of Directors.

3. LOCATION. The Special Facilities shall be installed or allocated at ECY and 4840 2nd Ave, Sacramento, State of California ("Location").

4. PAYMENT OF ESTIMATED ADDITIONAL COST.

a) University shall pay to SMUD, on demand and in advance of certain construction milestones by SMUD, the sum of **\$60,366,256** for the Special Facilities ("Customer Payment"), which represents all of the Estimated Total Additional Cost set forth in Section 2 of this Agreement. The Customer Payment will be paid incrementally in advance of five project milestones ("Advance Payment Milestones Schedule"):

Advance Payment Milestones Schedule (estimated dates):

- #1: \$15,092,000 at contract execution (2Q2025)
- #2: \$15,092,000 at 4Q2025, upon invoice by SMUD
- #3: \$15,092,000 at 4Q2026, upon invoice by SMUD
- #4: \$15,090,256 at 4Q2027, upon invoice by SMUD
- #5: Dollar amount to be determined on completion of Special Facilities based on actual cost., upon invoice by SMUD

The Estimated Total Additional Cost is subject to change based on actual costs incurred by SMUD, and the Estimated Total Additional Cost and the Customer Payment in the Advance Payment Milestones Schedule will be updated accordingly at key milestones ("Adjustment Milestones"). Per the Advance Payment Milestones Schedule, the updated Estimated Total Additional Cost will be reduced by the sum of Customer Payment(s) made by the University. The resulting amount will then be divided by the number of Customer Payment(s) remaining in the Advance Payment Milestones Schedule and the divided amount(s) will become the Customer Payment(s) due in the remaining Advance Payment Milestones Schedule.

Adjustment Milestones:

- A: Before Advance Payment Milestone #3
- B: Before Advance Payment Milestone #4
- C: Before Advance Payment Milestone #5

(b) In the event that University does not make a Customer Payment upon invoice according to the Advance Payment Milestones Schedule, SMUD will suspend work on the Special Facilities until such time Customer Payment is received by SMUD. Suspension may delay completion of the Special Facilities and University hereby acknowledges that such delay will impact the date of energization of the Special Facilities. If University fails to make a Customer Payment for a period of more than 180 consecutive days, SMUD reserves the

right, in its sole discretion, to terminate this Agreement. Such termination is subject to the provisions Section 10.

5. COST OF SERVICE CHARGE. University shall pay to SMUD, in addition to the monthly rates and charges for electric service, at the sole option of SMUD, either:

- (a) **Special Facilities – Option 1**. Monthly lease. Monthly charges for the Special Facilities of **\$23,460** (“Cost of Service Charge”) which represents the continuing service costs of the Special Facilities listed in Attachment A, Table A Item #2, 21kV Underground Circuits. For the avoidance of doubt, the balance of the Special Facilities under Table A Item #1, Underground Infrastructure is not subject to the Cost of Service Charge.

6. ADJUSTMENT OF CHARGES. The Estimated Total Additional Cost and the Cost of Service Charge are subject to change based on actual costs incurred, and the charge above in Section 5 will be updated accordingly. In addition, the annual service cost used to determine the monthly Cost of Service Charge or the Equivalent One-Time Payment shall automatically increase or decrease without formal amendment to this Agreement if SMUD's Board of Director's should subsequently amend SMUD's Rates, Rules and Regulations to provide for higher or lower percentage rates for monthly costs of service for special facilities, effective the date set forth in the amended Rates, Rules and Regulations. Thereafter, such revised annual service cost shall be used to determine the unamortized balance of the Equivalent One-Time Payment, as provided in Section 10 of this Agreement.

7. ACCESS TO LOCATION. In the event it is necessary to install or modify Special Facilities on real property owned by University, University hereby grants to SMUD:

- (a) The right to install or modify, on University property, the Special Facilities and related equipment or materials along the shortest practical route and of sufficient width to provide legal and safe clearance from all structures now or hereafter erected on University property for any facilities of SMUD, all as determined in the sole discretion of SMUD; and,

- (b) The right of ingress to and egress from University property as reasonably necessary to operate, maintain, and remove the Special Facilities.

Where formal rights of way and/or easements are required on or over University property or the property of some third party for the installation of the Special Facilities, University agrees that SMUD's obligation to install the Special Facilities is expressly conditioned on the granting, without cost to SMUD, of any and all necessary rights of way and/or easements to SMUD.

8. MODIFICATION OF SPECIAL FACILITIES. In the event it becomes necessary for SMUD, in its sole discretion, to modify or rearrange the Special Facilities, including but not limited to the conversion of overhead facilities to underground, SMUD shall notify University, in writing, of such necessity and shall be given the option to either terminate this

Agreement in accordance with Section 10 of this Agreement, or to pay to SMUD additional special facilities charges consisting of:

(a) A special facilities termination charge for that portion of the Special Facilities, if any, which is being removed because of modification or rearrangement. Such charge shall be determined in accordance with Section 10 of this Agreement; plus,

(b) An additional Customer Payment, if any, for any new special facilities which shall be determined in the same manner as described in Section 4 of this Agreement; plus,

(c) A revised monthly Cost of Service Charge or Equivalent One-Time Payment based on the total net estimated additional installed costs of new and remaining Special Facilities. Such revised monthly Cost of Service Charge or Equivalent One-Time Payment shall be determined in the same manner described in Sections 5 and 6 of this Agreement.

9. OWNERSHIP OF SPECIAL FACILITIES. Special Facilities provided by SMUD under this Agreement shall at all times be and remain the sole property of SMUD.

10. TERMINATION. Upon discontinuance of the use of the Special Facilities due to termination of service, termination of this Agreement, or otherwise:

(a) University shall pay to SMUD on demand, in addition to all past and current rates and charges, a facility termination charge to be determined using the following formula:

Facility Termination Charge = (The Estimated Total Additional Cost + The Estimated Removal Cost) - (The Estimated Salvage Value For The Special Facilities To Be Removed (as determined by SMUD in accordance with SMUD's standard accounting practices))

The Facility Termination Charge shall be reduced by the sum of the previously paid Customer Payment and the unamortized balance of the previously paid Equivalent One-Time Payment, if any. In the event the sum of the paid Customer Payment and the unamortized balance of the paid Equivalent One-Time Payment is greater than the Facility Termination Charge, SMUD will refund the difference to University, without interest.

(b) Within a reasonable time, SMUD shall have the right to remove any portion of the Special Facilities.

(c) SMUD may, at its sole option, modify, retain, rearrange or make any use it deems appropriate of the Special Facilities located on property other than that of University. Where all or any portion of the Special Facilities located on property other than that of University are retained on such other property and used by SMUD to provide permanent service to other customers, an equitable adjustment will be made to the Facility Termination Charge.

11. WARRANTY. SMUD makes no warranties or guaranties, express or implied, as to the design, installation, construction, use, operation, maintenance or fitness for a particular purpose of the Special Facilities. Further, SMUD makes no warranties or guaranties as to the provision or reliability of electric service or that such service shall be free from outages or curtailment. The parties expressly agree that University's charges and payments for the Special Facilities under this Agreement represent the additional cost associated with the Special Facilities and are not to be construed as guarantying any level of service or reliability.

12. INDEMNIFICATION; DAMAGES

Each Party shall indemnify, defend, and hold harmless the other Party, its officers, agents, employees, and directors from and against any and all liability, loss, expense, including reasonable attorneys' fees, costs, and damages arising out of or relating to the indemnifying Party's performance under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, costs, and damages are caused by or result from the intentional or negligent acts or omissions of the indemnifying Party, its officers, agents, employees or directors.

In no event, whether as a result of breach of contract, tort liability (including negligence), strict liability, indemnification, or otherwise, shall either Party be liable for special, indirect, incidental, or consequential damages of the other Party.

13. FORCE MAJEURE

SMUD shall not be considered in default of performance of any of its obligations under this Agreement to the extent the performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of SMUD.

14. ASSIGNMENT. With SMUD's prior written consent which shall not be unreasonably withheld, University may assign this Agreement if the assignee thereof agrees in writing to perform University's obligations hereunder. Such assignment shall be deemed to include all of University's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities or termination of this Agreement.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties as to the subject matter hereof and may not be modified except by mutual written agreement of the parties; provided, however, this Agreement shall at all times be subject to the SMUD's Rates, Rules and Regulations as adopted by SMUD's Board of Directors and amended from time to time.

**THE REGENTS OF CALIFORNIA
ON BEHALF OF UNIVERSITY**

**SACRAMENTO MUNICIPAL UTILITY
DISTRICT**

OF CALIFORNIA DAVIS HEALTH

University

SMUD

By _____

By _____

Date _____

Date _____

Mailing Address

Mailing Address

DRAFT

**Attachment A
Special Facilities**

A. SMUD shall make available at Customer’s expense and allocate for Customer’s use, the following Special Facilities, Extension: 21kV feeder extension from SMUD’s ECY to University campus:

Table A::

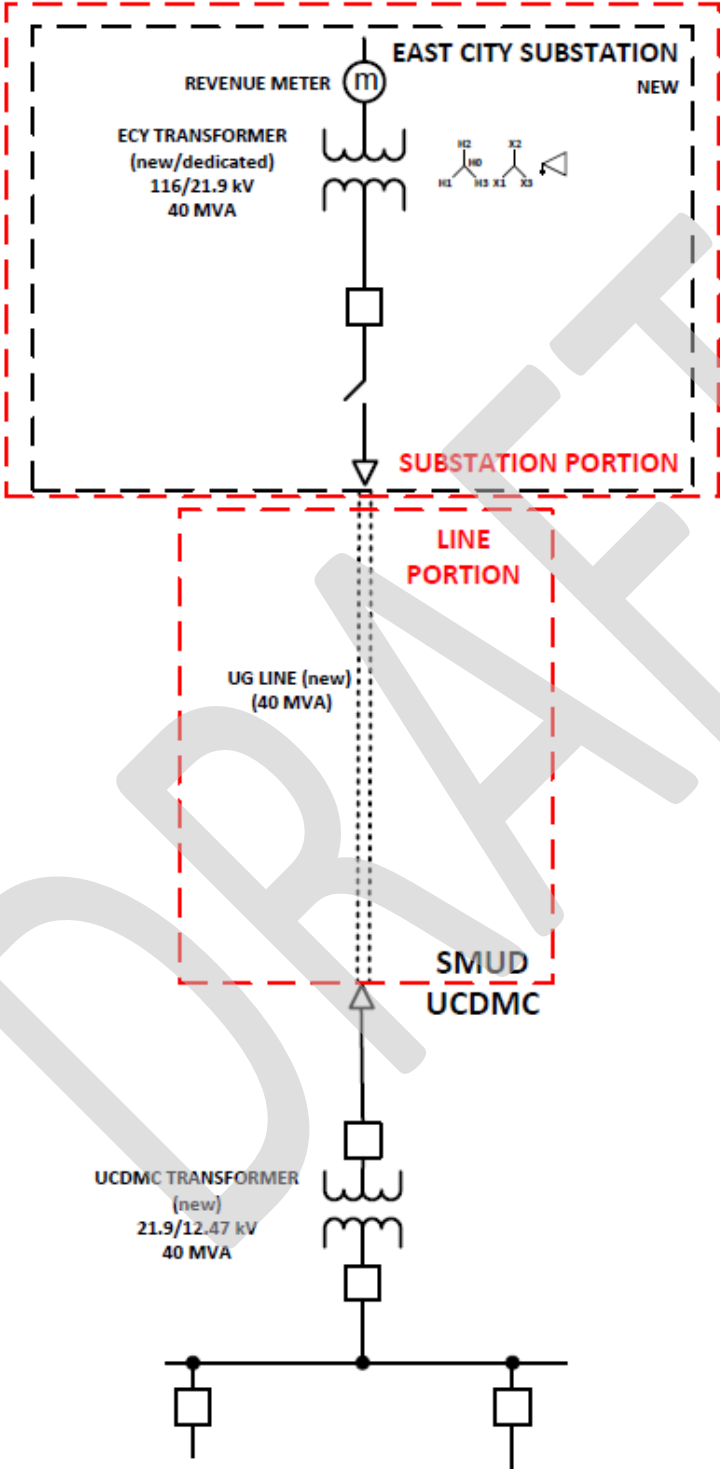
University 21kV Feeder Extension at ECY Estimate Breakdown			
1	Underground (UG) infrastructure	\$	57,344,570
2	21 kV UG Circuits	\$	3,021,686
		<i>Total</i>	\$ 60,366,256

Note the above amounts include SMUD’s fully loaded labor costs.

Note:

1. The calculation of the Cost of Service Charge is based on the replacement cost new, of the customer specific equipment under Item #2. The above values are estimates which will be adjusted up or down as actual costs are incurred.
2. One-line diagram, labeled and boxed as LINE PORTION:

Proposed Special Facilities



IMPORTANT NOTES:

1. Functional interconnection diagram. Not for construction.
2. Not all SMUD or UCDMC equipment is shown.

DRAFT

SSS No. SCS 25-013

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date Finance & Audit – 02/18/25
Board Meeting Date February 20, 2025

TO		TO	
1.	Amber Connors	6.	
2.	Casey Fallon	7.	
3.	Scott Martin	8.	
4.	Lora Anguay	9.	Legal
5.	Jose Bodipo-Memba	10.	CEO & General Manager
Consent Calendar	X Yes No <i>If no, schedule a dry run presentation.</i>	Budgeted	X Yes No <i>(If no, explain in Cost/Budgeted section.)</i>
FROM (IPR) Austin Svien	DEPARTMENT Procurement	MAIL STOP EA404	EXT. DATE SENT 5159 01/24/2025

NARRATIVE:

Requested Action: Authorize the Chief Executive Officer and General Manager to negotiate and award multiple contracts to any or all of the qualified contractors identified pursuant to Request for Qualifications DOC4812202391 (as augmented by staff under the same criteria during the term) and to issue task authorizations to the contractor(s) who successfully bid on a task order to provide professional services and/or leased employee support for SMUD’s Information Technology (IT) team (collectively, the “IT Master Agreements”) for the seven-year period from February 24, 2025, through February 23, 2032, with three optional one-year extensions for a total aggregate contract not-to-exceed amount of \$50 million.

Summary: In October 2024, SMUD released Request for Qualifications DOC4812202391 (RFQ) to establish an inclusive list of qualified contractors for IT professional services and leased employee resources to fulfill SMUD’s ongoing need for Information Technology-related support. SMUD received 80 submissions in response to the RFQ, and 72 of the respondents met the minimum technical experience qualifications, cybersecurity requirements, and contract obligations. These qualified contractors will be eligible to respond to SMUD project and resource needs on a task basis and will be awarded a contract if awarded a task. The IT Master Agreements will enable IT to be more nimble, agile, and cost effective by minimizing time and internal resources needed to obtain support. The IT Master Agreements will provide SMUD’s technical teams with a resource pool of firms of all sizes and specialties. Of the 72 awardees, 33% (24) are Supplier Education & Economic Development (SEED) prime contractors, and 18% (13) have committed to at least 20% SEED subcontracting. SMUD intends to periodically poll the market for additional qualified providers as needs arise over the term. The sum of all task authorizations under the new IT Master Agreements will not exceed \$50,000,000.

Recommendation: Negotiate and award contracts to qualified proposers who successfully bid on a task.

- Bidders/Proposers Notified by Procurement: 455
- Bidders/Proposers Downloaded: 100
- Pre-Bid/Pre-Proposal Conference Attendance: 82
- Bids/Proposals Received: 80

Comments: All awarded contractors will accept SMUD’s standard contract terms.

Supplier Diversity Program: SMUD engaged with SEED partners and contractors heavily during the solicitation process to ensure that local small businesses were well represented in the contractors pool. Statistically speaking, 38% of the work performed under the IT Master Agreements should go to SEED contractors.

Board Policy: Board-Staff Linkage BL-8; Delegation to the CEO with Respect to Procurement
(Number & Title)

Benefits: Ability to quickly source a variety of technology resources for IT projects and other as-needed support.

Cost/Budgeted: \$50,000,000 Budgeted for 2025-2032 by IT.

Alternatives: Do not continue with IT Master Agreement efforts. This could result in significant delays after the need for resources is identified and before they can be onboarded.

Affected Parties: IT, Supply Chain Services, and Successful Contractors

Coordination: IT and Contract Manager, and Supply Chain Services.

Presenter: Casey Fallon, Director, Procurement, Warehouse & Fleet

Additional Links:

SUBJECT

IT MASTER AGREEMENTS

ITEM NO. (FOR LEGAL USE ONLY)

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

ATTACHMENT A

	Company Name	SEED Participation
1.	22nd Century Technologies, Inc.	Yes
2.	Agile Global Solutions, Inc.	No
3.	Agility Software Solutions	Yes
4.	AgreeYa Solutions, Inc.	No
5.	Ahead, Inc.	Yes
6.	AI Altius Bidco, Inc	No
7.	Akkodis, Inc.	Yes
8.	Anvaya Solutions, Inc.	Yes
9.	Arthur Lawrence Management LLC	No
10.	ASICSoft, Inc.	No
11.	Associate Staffing LLC	Yes
12.	AVATAR IT Solutions Inc.	Yes
13.	BayInfotech LLC	No
14.	Beacon Hill Staffing Group, LLC	Yes
15.	C&G Technology Services, Inc.	Yes
16.	California Creative Solutions Inc.	Yes
17.	Capio Group	Yes
18.	Capitol Tech Solutions	Yes
19.	Celer Systems, Inc.	Yes
20.	Compass Solutions, LLC	Yes
21.	Computacenter	Yes
22.	Compu-Vision Consulting, Inc	Yes
23.	Dash Technologies Inc.	No
24.	Endava Inc.	No
25.	Enterprise Solutions, Inc.	Yes
26.	ePlus Technology, Inc.	No
27.	Estrada Consulting Inc	Yes
28.	Experis US LLC (ManpowerGroup US)	Yes
29.	GlobalSource, Inc.	No
30.	Hanker Systems Inc.	No
31.	HQ MRI Corporation (Magee Resource Group)	No
32.	IMCS Group, Inc.	No
33.	Infojini, Inc	Yes
34.	Infostride, Inc.	Yes
35.	Infosys Information Technology Staffing Inc	Yes
36.	Insight Global, LLC	No
37.	Intellibee, Inc.	No
38.	Key Business Solutions Inc	Yes
39.	LanceSoft, Inc	No
40.	Lume Consulting Group	Yes
41.	MapMyHire LLC	No

ATTACHMENT A

	Company Name	SEED Participation
42.	Mavira Corporation	No
43.	Microsan Consultancy Services LLC	Yes
44.	O2 Technologies Inc.	Yes
45.	Omnia Technology Group LLC	Yes
46.	Pacer Staffing, LLC	No
47.	Providence Technology Group, Inc.	Yes
48.	Radian Solutions, LLC	Yes
49.	Savant Solutions Inc.	Yes
50.	Sierra Digital, Inc.	No
51.	Simply Staffed LLC	No
52.	Socio Digitech Inc.	No
53.	Softworld, LLC	No
54.	SovTech Consulting	Yes
55.	Staff Tech, Inc.	Yes
56.	Summit Technology Services, Inc.	No
57.	Sure Power Consulting, LLC	Yes
58.	SymSoft Solutions, LLC	Yes
59.	Techlink Systems, Inc.	No
60.	TechNet Inc	Yes
61.	Technology Crest Corporation	Yes
62.	TEEMA Inc.	No
63.	The Silicon Partners, Inc	No
64.	Tiffany Jorge Inc (dba Prestige Development Group)	Yes
65.	Transcend Staffing Solutions LLC.	No
66.	Triune Infomatics, Inc.	Yes
67.	VanderHouwen & Associates, Inc.	No
68.	Vastek Inc.	No
69.	Vidhwan Inc. (E-Solutions)	No
70.	Vish Consulting Services, Inc.	No
71.	West Advanced Technologies, Inc.	Yes
72.	Wizgram Corporation	Yes

SSS No. SCS 25-022

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date Finance & Audit – 02/18/25
Board Meeting Date N/A

TO				TO							
1.	Casey Fallon	6.									
2.	Jose Bodipo-Memba	7.									
3.	Lora Anguay	8.									
4.	Scott Martin	9.	Legal								
5.		10.	CEO & General Manager								
Consent Calendar		Yes	<input checked="" type="checkbox"/>	No <i>If no, schedule a dry run presentation.</i>		Budgeted	<input checked="" type="checkbox"/>	Yes	No <i>(If no, explain in Cost/Budgeted section.)</i>		
FROM (IPR) Jaimee Lutz				DEPARTMENT Procurement Operations				MAIL STOP EA404	EXT. 6407	DATE SENT 01/24/25	

NARRATIVE:

Requested Action: Provide the Board the Quarterly Procurement Report for Fourth Quarter 2024.

Summary: In August 2003, the Board of Directors approved the SMUD Procurement Policy which included a commitment for staff to report on SMUD Procurement Activities on a quarterly basis.

Board Policy: *(Number & Title)* This report is provided to demonstrate compliance with Board-Staff Linkage BL-8, Delegation to the CEO with Respect to Procurement and the following policy elements:

a) Competition	h) Contractor Code of Conduct
b) Direct Procurement	i) Best Value Procurement
c) Sole Source Procurement	j) Leveraged Procurement Agreement (LPA)
d) Inclusiveness (participation)	k) Strategic Alliances
e) Economic Development	l) Supply Chain Risk
f) Environment Procurement	m) Protest Policy
g) Responsible Bidder	n) Delegation of Authority to the CEO

Benefits: Ensures compliance with public contracting and best value procurement principles.

Cost/Budgeted: There is no budgetary impact for this informational briefing.

Alternatives: Provide quarterly procurement report to Board members via written memo from the Chief Executive Officer & General Manager.

Affected Parties: SMUD

Coordination: Procurement Operations

Presenter: Casey Fallon, Director, Procurement, Warehouse & Fleet

Additional Links:

SUBJECT	Quarterly Procurement Report – Fourth Quarter 2024	ITEM NO. (FOR LEGAL USE ONLY)
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ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

SSS No. CFO 25-002

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date Finance & Audit – 02/18/25
Board Meeting Date N/A

TO				TO							
1.	Jillian Rich	6.									
2.	Scott Martin	7.									
3.	Lora Anguay	8.									
4.	Jose Bodipo-Memba	9.	Legal								
5.		10.	CEO & General Manager								
Consent Calendar		Yes	<input checked="" type="checkbox"/>	No <i>If no, schedule a dry run presentation.</i>		Budgeted	<input checked="" type="checkbox"/>	Yes	No <i>(If no, explain in Cost/Budgeted section.)</i>		
FROM (IPR) Melissa Azevedo				DEPARTMENT Enterprise Strategy & Risk				MAIL STOP B205	EXT. 6508	DATE SENT 01/24/25	

NARRATIVE:

Requested Action: Provide the Board the Enterprise Risk Management quarterly update.

Summary: In June 2024, the Board approved revisions to the Energy Risk Management and Energy Trading Standards under Board-Staff Linkage BL-12, Delegation to the CEO with Respect to Transactions Involving Transmission and Wholesale Energy, Fuel, and Environmental Attributes to reflect quarterly reporting to align and coordinate commodity risk reporting with overall enterprise risk reporting.

Board Policy: Strategic Direction SD-17, Enterprise Risk Management; Board-Staff Linkage BL-12, Delegation to the CEO with Respect to Transactions Involving Transmission and Wholesale Energy, Fuel, and Environmental Attributes
(Number & Title)

Benefits: Provides Board members with information regarding SMUD’s Enterprise Risk.

Cost/Budgeted: There is no budgetary impact for this informational briefing.

Alternatives: Provide information via written report through the Chief Executive Officer & General Manager.

Affected Parties: Board of Directors, SMUD, Customers

Coordination: All SMUD Departments

Presenter: Jillian Rich, Manager, Enterprise Strategy & Risk

Additional Links:

SUBJECT Enterprise Risk Management (ERM) Quarterly Update	ITEM NO. <i>(FOR LEGAL USE ONLY)</i>
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ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

Commodity Risk Quarterly Report

Fourth Quarter 2024 (as of Dec. 31, 2024)



Pursuant to resolution 24-09-05, the details provided in this report include:

- A current year commodity budget update, and a current and next year commodity financial exposure update.
- Report on any new multi-year contracts entered into under the Delegation of Authority for wholesale energy, fuel and environmental attribute transactions and contracts.

Commodity Budget

The current commodity budget forecast for 2025 is \$593 million, which is below budget by \$17 million. One factor helping to reduce the forecasted budget is the higher-than-anticipated reservoir levels in the Upper American River Project (UARP), which signals a greater availability of SMUD-generated hydroelectric power and less reliance on more expensive sources. Other factors include changes to the market price of fuel and power we plan to purchase and sell.

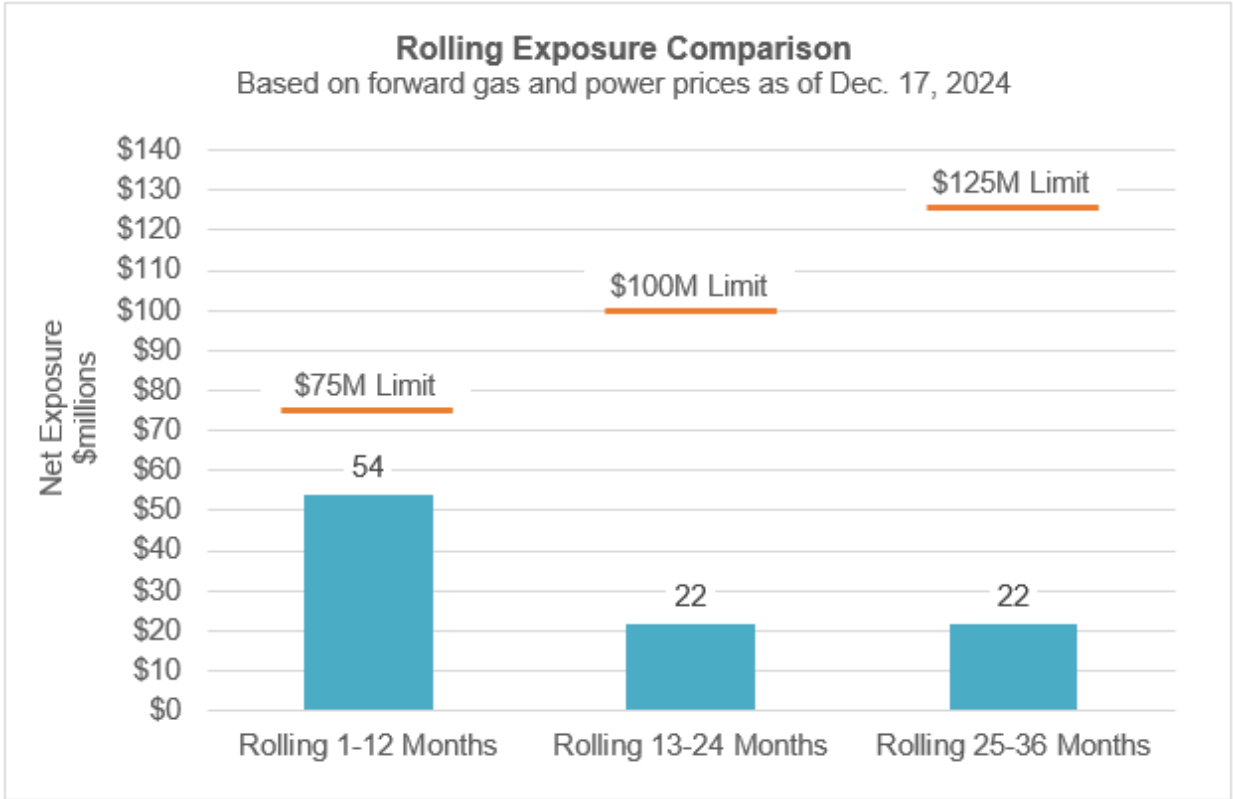
Quarterly Commodity Risk Update

SMUD's commodity risk level is currently medium and is trending steady. The chart below shows SMUD's commodity exposure, which is the net of:

- Forecasted value of power and fuel SMUD expects to purchase, but hasn't hedged¹ the price yet (expense)
- Forecasted value of excess power and fuel SMUD expects to sell, but hasn't hedged the price yet (revenue)

Forecasted costs and values are only considered commodity exposure if the price hasn't been locked in through a purchase or sale. Staff sometimes delays locking in prices due to variations in SMUD's supply and demand on an hourly basis, or for several other reasons such as market liquidity for certain products, short duration, changes in load due to weather, or to leave flexibility to optimize for load on that day. In short, some level of exposure is expected and strategic. SMUD sets limits per forecast period as shown on the chart below to ensure exposure levels are constructive and within SMUD's financial risk tolerance. SMUD is currently within limits of our targeted exposure.

¹ Hedging is a financial strategy used by many industries like the utility sector to manage risk associated with fuel price fluctuations. They do this by establishing contracts that secure prices for a future period.



The expected purchases and sales offset each other in the exposure calculation and as a result have a positive or negative total value given the direction of the cash flow. Due to the timing of hedging purchases or sales, SMUD’s exposure can increase or decrease until staff programmatically locks in pricing for the purchase or sale.

Factors that would change exposure include changes in the forecasted prices for power and fuel, changes in precipitation, a power plant or renewable resource outage, additional power or fuel hedges, or a change in the volume of power or fuel that needs to be purchased. For instance, if we were to have more planned outages than anticipated at a SMUD-owned thermal generation facility, this would mean we’d have to increase our reliance on purchased power for that period (expense) and we’d be able to sell some of the natural gas fuel we originally thought we’d need (revenue).

Below is an update on other related factors in the commodity portfolio and the corresponding actions taken by staff.

Driver of Risk	Description of change this quarter	Further action needed
Market conditions	Power prices are down 3% compared to what we assumed when setting the budget, and fuel prices are down 6% compared to budget.	No action at this time. This is a typical price variation.
Precipitation and Reservoir Levels (as of Feb. 5, 2025)	UARP precipitation is at 84% of the normal level, and reservoir levels are at 110% of average for this time of year. The precipitation forecast for the remainder of February indicates the possibility of 1 to 2 additional storms, suggesting a good chance that we will approach 100% of the normal precipitation by the end of the month.	Inflow and reservoir levels are updated monthly for budget outlook. No action needed as the Hydro Rate Stabilization Fund Balance is \$88 million, or nearly fully funded. We are forecasting a \$7 million withdrawal.
Commodity Reserve	Commodity reserve fund is at \$60 million.	No action needed.
Gas storage	Regional West Coast storage is at the highest levels seen in 5 years.	No action needed.
Power and Gas Hedging	We have hedges in place for fuel purchases and power sales for 2025.	No action needed at this time
Resource Adequacy	We are not forecasting a need to purchase additional Resource Adequacy Capacity until July 2025.	No action needed. Given market conditions we expect to be able to purchase additional resources in a cost effective manner closer to the month of need.

Long-term Commodity Contracts

Below is a summary of new multi-year contracts entered into during the fourth quarter of 2024.

- On October 4, 2024 staff executed an agreement with Sanborn 2 PV I, LLC. This followed approval by the SMUD Board in October 2024. The agreement consists of 46 MW of solar photovoltaic generation for an 8 year term. The scheduled commercial operation date is currently January 1, 2027.
- On December 20, 2024 staff executed a power purchase agreement with SunZia Wind PowerCo LLC. This followed approval by the SMUD Board in November 2024. The power purchase agreement consists of 150 MW of wind turbine generation for a 15 year term. The scheduled commercial operation date is currently April 30, 2026.

- On December 20, 2024 staff executed a power purchase agreement with Hatchet Ridge Wind, LLC. This followed approval by the SMUD Board in November 2024.
- The power purchase agreement consists of 101 MW of wind turbine generation for a 7 year term. The scheduled contract start date for power delivery is December 14, 2025.

There were no contracts entered into under the Delegation of Authority for Wholesale Electricity and Natural Gas Related Transactions and Contracts. These are contracts that are one to three years in length.

SSS No. CFO 24-020

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date FINANCE & AUDIT - 2025
Board Meeting Date N/A

TO				TO							
1.	Jose Bodipo-Memba			6.							
2.	Lora Anguay			7.							
3.	Scott Martin			8.							
4.				9.	Legal						
5.				10.	CEO & General Manager						
Consent Calendar		Yes	<input checked="" type="checkbox"/>	No <i>If no, schedule a dry run presentation.</i>		Budgeted	<input checked="" type="checkbox"/>	Yes	No <i>(If no, explain in Cost/Budgeted section.)</i>		
FROM (IPR) Lisa Limcaco				DEPARTMENT Accounting				MAIL STOP B352	EXT. 7045	DATE SENT 12/18/23	

NARRATIVE:

Requested Action: Provide the Board a summary of SMUD’s current Power Supply Costs.

Summary: Staff will present a summary of SMUD’s current Power Supply Costs to the Board of Directors.

Board Policy: Governance Process GP-3, Board Job Description
(Number & Title)

Benefits: Provide Board members with information regarding SMUD’s current power supply costs.

Cost/Budgeted: Included in budget for internal labor.

Alternatives: Provide information via written memo/report to the Board.

Affected Parties: Accounting

Coordination: Accounting

Presenter: Lisa Limcaco, Director of Accounting & Controller

Additional Links:

SUBJECT SMUD’s Power Supply Costs	ITEM NO. <i>(FOR LEGAL USE ONLY)</i>
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ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

SSS No. BOD 2025-004

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date FINANCE & AUDIT - 2025
Board Meeting Date N/A

TO	TO
1. Scott Martin	6.
2. Lora Anguay	7.
3. Jose Bodipo-Memba	8.
4.	9. Legal
5.	10. CEO & General Manager

Consent Calendar	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No <i>If no, schedule a dry run presentation.</i>	Budgeted	<input type="checkbox"/>	Yes	No <i>(If no, explain in Cost/Budgeted section.)</i>
FROM (IPR) Rob Kerth / Crystal Henderson	DEPARTMENT Board Office				MAIL STOP B307	EXT. 5424	DATE SENT 12/29/24	

NARRATIVE:

Requested Action: A summary of directives is provided to staff during the committee meeting.

Summary: The Board requested an ongoing opportunity to do a wrap up period at the end of each committee meeting to summarize various Board member suggestions and requests that were made at the meeting to make clear the will of the Board. The Finance & Audit Committee Chair will summarize Board member requests that come out of the committee presentations for this meeting.

Board Policy: *(Number & Title)* Governance Process GP-4, Board/Committee Work Plan and Agenda Planning states the Board will focus on the results the Board wants the organization to achieve.

Benefits: Having an agendized opportunity to summarize the Board’s requests and suggestions that arise during the committee meeting will help clarify the will of the Board.

Cost/Budgeted: Included in budget for internal labor.

Alternatives: Not to summarize the Board’s requests at this meeting.

Affected Parties: Board of Directors, Board Office and Executive Office

Coordination: Crystal Henderson, Special Assistant to the Board

Presenter: Rob Kerth, Finance & Audit Committee Chair

Additional Links:

SUBJECT Summary of Committee Direction – Finance & Audit Committee	ITEM NO. <i>(FOR LEGAL USE ONLY)</i>
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ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.