



SOUTH FEATHER WATER & POWER AGENCY

AGENDA

**Regular Meeting of the Board of Directors of the
South Feather Water & Power Agency
Board Room, 2310 Oro-Quincy Highway, Oroville, California
Tuesday; August 22, 2023; 2:00 P.M.**

Remote participation is available via Zoom by logging into:

<https://us02web.zoom.us/j/82456553946>

Meeting ID: 824 5655 3946

One tap mobile

+16694449171,,82456553946# US

+16699006833,,82456553946# US (San Jose)

For attendees calling by phone use *9 to raise hand

A. Roll Call

B. Approval of Minutes

(Tab 1)

C. Approval of Checks/Warrants

(Tab 2)

D. Business Items

Rules and Regulations – Part C Compliance with Agency Rules

(Tab 3)

Seeking approval to increase meter tampering fees as published in agency rules and regulations.

Gannett Fleming Security / Vulnerability Assessment and Security Plan Updates

(Tab 4)

Discussion and potential approval for cost-of-service change order to the previously approved scope of work at the March 23, 2023 regular board meeting.

E. Staff Reports

(Tab 5)

F. Public Comment – *Public comment for Directors can be submitted anytime via e-mail. However, in order to be read into the record during the meeting it must be submitted to PublicRelations@southfeather.com by 12:00 P.M. Tuesday August 22, 2023. Individuals will be given an opportunity to address the Board regarding matters within the Agency's jurisdiction that are not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. An opportunity for comments on agenda items will be provided at the time they are discussed by the Board. Comments will be limited to five minutes per speaker per agenda item.*

G. Directors' Reports

Directors may make brief announcements or reports for the purpose of providing information to the public or staff, or to schedule a matter for a future meeting. The Board cannot take action on any matter not on the agenda and will refrain from entering into discussion that would constitute action, direction or policy, until the matter is placed on the agenda of a properly publicized and convened Board meeting.

H. Closed Session

(Tab 6)

Conference with Legal Counsel – Existing Litigation

(Paragraph (1) of subdivision (d) of Government Code section 54956.9)

- A. Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857
- B. Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Sutter County Superior Court Case No. CVCS21-0002073
- C. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of [Section 54956.9](#))
Name of case: Claim submitted by Aiman-Smith & Marcy on Behalf of Cari McCormick
- D. LIABILITY CLAIMS
Claimant: Aiman-Smith & Marcy on Behalf of Cari McCormick
Agency claimed against: South Feather Water and Power Authority

I. Open Session

J. Adjournment

The Board of Directors is committed to making its meetings accessible to all citizens. Any persons requiring special accommodation to participate should contact the Agency's secretary at 530-533-2412, preferably at least 48 hours in advance of the meeting.

**MINUTES of the REGULAR MEETING of the BOARD of DIRECTORS of SOUTH FEATHER
WATER & POWER AGENCY**

**Tuesday, July 25, 2023, 2:00 P.M.,
Agency Board Room, 2310 Oro-Quincy Hwy., Oroville, California**

DIRECTORS PRESENT (In Person): Rick Wulbern, John Starr, Brad Hemstalk, Ruth Duncan, Mark Grover

DIRECTORS ABSENT: None

STAFF PRESENT (In Person): Rath Moseley, General Manager;
Dan Leon, Power Division Manager; Cheri Richter, Finance Manager; Dustin Cooper, General Counsel;
John Shipman, Water Treatment Superintendent; Jaymie Perrin Operations Support Manager; Kristen McKillop, Regulatory and Compliance Manager.

STAFF PRESENT (By Zoom): Art Martinez, Information Systems Manager

OTHERS PRESENT (Via Zoom): Estela Villagrana (Tod Hickman), Charles Sharp

OTHERS PRESENT (In Person): Donna Corson, Maurey Miller, Leona Harris, Marieke Furnee, Roger Bailey, Ron Fink

CALL TO ORDER

President Wulbern called the meeting to order at 2:00 p.m. and led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/S: (Grover/Hemstalk) approving the Minutes of the Regular Meeting of June 27, 2023.

Ayes: Starr, Duncan, Wulbern

Public Comment: None

APPROVAL OF CHECKS AND WARRANTS

M/S (Wulbern/Starr)

Ayes: Duncan, Grover, Hemstalk

Approving the total General Fund and Joint Facilities operating fund expenditures for the month of June 2023 in the amount of \$1,701,561.82 and authorize the transfer of \$3,300,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses.

BUSINESS ITEMS

Addition of Delinquent Accounts to County Tax Roll

Approval to adopt Resolution 23-7-1 to collect on delinquent water accounts by placing them on the 2023-2024 Butte County Tax Roll on 26 accounts in the amount of \$8,456.74.

M/S (Wulbern/Hemstalk)

Ayes: Duncan, Starr, Grover

Rules and Regulations

Approval to modify meter tampering cost of repair fees in agency Rules and Regulations.

M/S (Duncan/Starr)

Ayes: Hemstalk, Grover, Wulbern

Director Grover and Hemstalk would like to see a faster escalation and increased dollar amount. Requested staff to evaluate increasing costs on first and subsequent offenses. Staff will study options and present to the board at the August board meeting.

FINANCE MANAGER'S REPORT

The Finance Manager communicated the following:

Added to Taxes

The annual added to taxes process has commenced on accounts that are at least 73 days delinquent and are delinquent by more than \$50 due to the Agency. Letters were sent out to 51 past due accounts. After multiple communications and efforts to receive payment, 27 accounts remain delinquent with a balance of ~~\$8,929.32~~ \$8,456.74 being submitted to the County to be added to the property tax bill of the property owner. "

"Actual numbers updated at time of presentation to board".

2023-24 Workers' Compensation program

Notification has been received from ACWA JPIA that the 2023-24 Workers' Compensation program was successfully renewed with no change in rates or experience modification factor. ACWA JPIA shared that member risk reduction efforts have led to favorable claims experiences resulting in this renewal with no increase in rates for the upcoming year.

ACWA JPIA Property Insurance Renewal

The ACWA JPIA property insurance premium for the July 1, 2023 – June 30, 2024 period has been received. The coming year premium due will be approximately \$63,034.05 more than last year's payment. Based in large part to two significant wildfire losses last year, ACWA/JPIA reports an extremely high loss ratio (premiums paid vs. losses paid) and members will realize an overall increase of 20% for the program year.

CalPERS UAL

As reported last month, CalPERS published the amount of our required contribution for the 7/1/2023 - 6/30/2024 annual unfunded accrued liability. This year the Agency exercised the option to prepay this liability realizing an overall savings of \$16,100.00 for the obligation period.

POWER DIVISION MANAGER'S REPORT

The Power Division Manager communicated the following:

South Fork Div tunnel average flow was 202 CFS. Slate Creek Div tunnel was open for 19 days. Little Grass Valley and Sly Creek Reservoirs combined storage was 137 kAF at month's end. No reservoirs are currently spilling.

DWR Bulletin 120 observed conditions and reports will resume in the 2024 water season

MAINTENANCE

Powerhouses

- Woodleaf Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for February 2024.
- Forbestown Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for March 2024.
- Sly Creek Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for October 2 thru 21, 2023. Recoating of valve chamber in process.
- Kelly Ridge Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for November 6 thru 18, 2023. Pressure test spare Surface Air Cooler.

Project Facilities and Assets

- LGV Dam – Perform Service on Spillway Gates, Remove Upstream Debris, Remove Vegetation from Downstream Face, Apply Herbicide
- South Fork Div Dam – Perform Annual Maintenance
- Slate Crk Div Dam – Perform Annual Maintenance
- SF-10 – Fabricate Personnel Access Bridge Deck and Pour Concrete Footings
- Sly Creek Dam – Remove Upstream Debris, Remove Vegetation from Downstream Face, Apply Herbicide
- Sly Creek and Strawberry Campgrounds – Inspect and Flush Water Systems

- Ponderosa Rd – Transport Gravel and Rock Material for Roadway Repair
- Miners Ranch Canal – Perform Inspections and Clean Grizzlies
- Miners Ranch Res – Remove Upstream Vegetation, Apply Herbicide
- Equipment Rooms – Install Fire Suppression Equipment
- Power Facilities – Configure Data Acquisition Equipment
- Vehicle Fleet – Perform Service and Maintenance
- Standby Generators – Perform Routine Maintenance

REGULATORY COMPLIANCE

Owners Dam Safety Program Audit and Plan update:

Any FERC licensee with a dam or other project work classified as high or significant hazard potential is required to submit an Owner's Dam Safety Program (ODSP) to the Regional Engineer. For SFWPA, this includes Little Grass Valley Dam, Sly Creek Dam, Lost Creek Dam, and Miners Ranch Dam. Lake Wyandotte Dam is also classified as high hazard, but because it is not a part of the hydropower project, it is only jurisdictional to the DWR Division of Safety of Dams. SFWPA has historically included all nine dams under its ownership in order to maintain focus on safety, no matter the hazard classification.

FERC requires that any ODSP that includes high hazard dams designate either a Chief Dam Safety Engineer (*a licensed professional engineer with experience in dam safety, who oversees the implementation of the ODSP and has primary responsibility for ensuring the safety of the licensee's dams and other project works*) or Chief Dam Safety Coordinator (*a designee who is not required to be a licensed professional engineer, who oversees the implementation of the ODSP and has primary responsibility for ensuring the safety of the licensee's dams and other project works*). FERC regulations do allow for a dam Owner to delegate the work of establishing and implementing the ODSP and the role of CDSE or CDSC to consultants as applicable. Currently, Dan Leon serves the role of CDSE, and Kristen McKillop acts as the CDSC. As outlined in previous months, FERC regulations do require that the external audit of the ODSP be conducted by auditors that are wholly independent from the licensee and its affiliates, and approved by the Regional Engineer prior to performing the audit.

Upon FERC approval and contract issuance, the Schnabel Engineering team spent the month of June reviewing historical Dam Safety Program and O&M documents. After reviewing the audit approach with the Regional Engineer, the team spent time on site during July 11-13, 2023 to conduct inspections at Little Grass, Slate Creek, Lost Creek, South Fork Diversion and Miners Ranch Dams, and interviewed a representative sample of staff as required by the guidance.

The next steps in this process will include an internal discussion of the audit teams' findings, and the preparation of a report documenting their findings which will be submitted to FERC. Lastly, the Schnabel team will utilize all of their findings to prepare an updated ODSP Manual that will follow all of the FERC guidance, and be a useful tool for future management of the ODSP.

Security and Vulnerability Assessment updates:

Upon contract issuance, the Gannett Fleming team spent the month of June reviewing historical physical and cyber security documents, as well as applicable ODSP and Emergency Action Plan documents. On June 30, 2023, staff participated in a Kickoff Call with the team to discuss project scope, schedule, and roles and responsibilities. The team will be on site in August to conduct assessments at multiple project locations.

Annual Safety and Maintenance Inspections:

Staff have scheduled annual inspections with both FERC and DSOD engineers for the months of August and September. Maintenance crews are working to complete annual PMs, as well as address any items noted in 2022 inspection reports. Access to conduct this work was restricted for several months after the heavy winter storms, but they will have everything completed ahead of these inspections.

Sly Powerhouse Oil and Water Flow Device Upgrades

This year, we budgeted to replace and upgrade the water and oil flow measurement devices at Sly Creek Powerhouse. These devices allow us to accurately monitor, in real time, the flow rates of fluids within the powerhouse. Keeping close track of flow rates for the liquids that cool and lubricate the bearings is critical to ensure proper functioning of those systems, and identifying potential issues before they lead to damage of the powerhouse. Many of the devices currently installed are original to the powerhouse and no longer function

reliably. In the coming weeks, we will be ordering new flow devices so that they can be ready for installation during the October powerhouse maintenance outage.

PERSONNEL

Recruitment – Electrical Machinist, Journey Level

The Agency is recruiting for an Electrical Machinist, Journey Level, in preparation for future staff retirement.

PROJECT WORK

Miners Ranch Canal Panel 208-212 Repair

A Request for Bid was published on July 11, 2023, for the replacement and repair of a 100-foot section of the Miners Ranch Canal. This section of the canal was identified for repair during last year's outage, and budget has been allocated for the work. The photo below shows how the sloped canal wall is compromised at the invert (wall to floor transition) along the entire 100-foot length of the repair area. This repair area has been replaced since the original construction of the canal, as is indicated by the lighter concrete color, but it appears that poor condition of the subgrade under the repair has caused its premature failure. The scope for this repair project includes the complete re-grading and re-compaction of the subgrade material, with the intent to eliminate issues like we experienced here, in the future.

GENERAL MANAGER'S REPORT

Domestic Water Treatment Operations

The total Miners Ranch Treatment Plant (MRTP) treated water production for the month of June totaled 210.82 million gallons.

The total Bangor Treatment Plant (BTP) treated water production for the month of June totaled 1.212 million gallons.

The Red Hawk Ranch Pump Station raw water total flow for June totaled 1,167,490 gallons.

All bacteriological requirements were good for the MRTP& BTP. Miners Ranch production was 93% of average over the past 5 years. Bangor's production was 112% of average over the past 5 years.

District Wide Water Operations

Mainline repair work at Moortown Rancheria took high priority during the month to address a breach in the piping during construction work. The immediate focus was to regain timely water delivery and then perform quality long-term repairs including a portion of distribution line replacement.

SB 998 Water shut off statistics were presented.

A graph on "811" Utility locates were published as there has been a sharp rise in tickets and is becoming a bandwidth and capacity challenge with staff. Last year the district averaged 98 locates per month and so far in 2023 the average is 130. In addition to resource costs an annual fee is charged by Underground Service Alert (USA) for each ticket.

Irrigation Water Operations

There were a number of irrigation services that received meter repair and maintenance during the month. "Un-Readable" meters are being addressed to properly account for water consumption by adhering to Section 9 of Agency Rules and Regulations.

General Updates

- Ruth Duncan has been appointed to the Butte Local Agency Formation Commission (LAFCO) as a Regular Enterprise Member beginning August 3, 2023 and expiring May 31, 2027.

Congratulations Director Duncan on a well-deserved appointment and know you will serve the community with professionalism and integrity in your new role.

- PG&E has requested the vesting deed for SF owned property on Solano Drive. The agency previously agreed to a modified "Right of Entry" agreement with SF supplied easement language. PG&E has not responded to SF submission of easement language.
- The Palermo water consolidation project has not proceeded. Last communication on permit issuance stated SF should be approved around June 22nd. An email was sent to Butte County project representatives requesting a meeting to discuss project funding as SF has already exercised \$587,000.00 for annexation and materials. Additional documents were uploaded into the Drinking Water State Revolving Fund (DWSRF) portal in July by the counties engineering consulting firm and hopefully an award of funds will be forthcoming. There have been sixty-five document package submissions for this project to the State for review.
- A Request for Proposal and has been completed and submission ready for administrative technical services to assist with water rates analysis, public input, board presentation and proposition 218 (Right to Vote on Taxes Act) process. The proposal will be sent to a minimum of six entities for solicitation. Copies of the technical services document are available on the agency website and in the front administrative office.
- River Ranch development (corner of Ophir and Lincoln) is going to construction with mobilization to begin August. or September. This will be a pre-fab housing development with ~130 new domestic water services at an install rate of roughly 30 meters per month. The district will be evaluating if a master backflow and automated meter read / flow control modules would be the most appropriate method for water conservation, reporting and staffing costs.

Home Insurance Issues / Fire Hydrant Requests

Staff continues to interface with private parties regarding requests to install additional fire hydrants within our distribution system. In previous board meetings, this topic has been addressed in regards to location requirements and funding options. While no official changes have occurred in the traditional ISO rating process, the conversation around policy discounts and overall underwriting sustainability has shifted to more proactive efforts (as listed below in the graphic). The agency continues to stay informed via webinars sponsored by the California Department of Insurance to better understand the impacts the voluntary/involuntary insurance market has on our local area. Current efforts at the state level include a "Safer from Wildfires" program that I would encourage our customers to review, especially those that are facing a non-renewal or cancellation of their existing policy

Do more, save more

Every action under **Safer from Wildfires** will qualify you for an insurance discount.
By doing more, you can save more.

- Class A fire-rated roof
- 5-foot ember-resistant zone around the structure
- Noncombustible 6 inches at the bottom of walls
- Ember- and fire-resistant vents
- Double pane windows or added shutters
- Enclosed eaves
- Cleared vegetation and debris from under decks
- Move sheds and outbuildings at least 30 feet away
- Trim trees and remove brush in compliance with state and local defensible space laws
- Neighborhoods can form a Firewise USA community
- Cities, counties, and local districts can become certified as a Fire Risk Reduction Community

Facility Clean-Up / Security Improvement

Staff worked to overhaul the landscaped areas throughout the parking lot. This was a coordinated effort to reduce the amount of overgrown vegetation and also cut down on the demand for the drip system. On the south east corner, staff installed security fencing to minimize the non-SFWPA foot traffic through our parking lot.

PUBLIC COMMENT

Public comment for Directors can be submitted anytime via e-mail. However, in order to be read into the record during the meeting it must be submitted to PublicRelations@southfeather.com by 12:00 P.M. Tuesday July 25, 2023.

Roger Bailey commented on the water rates study and communicated that the agency should treat it like a marketing plan from a business perspective. The plan should be a cost + model to provide stability.

Ron Fink provided two newspaper articles (below) about what is going on in Sacramento. PG&E has been performing tree clean up in his area and has pulled some trees out of the ditch. Riparian rights on the Honcut ditch and PG&E does not like to get involved. Questioned

number of customers and usage on the ditch. Asked if the district is addressing the people who want water on the miller hill and lower Forbestown ditch. Marijuana growing has been mitigated. Ditchtender is doing a great job. Would like Director Hemstark to drive and take a look at what is going on in his district. Particularly Fire Camp and Swedes Flat Roads.

THE MERCURY NEWS » TUESDAY, JULY 11, 2023

Opinion

MORE LOCAL NEWS » THE MERCURYNEWS.COM

Editorial

Meetings must remain open to public viewing

State lawmakers are trying to use the remote meeting experience of the COVID-19 pandemic as an excuse to permanently gut public access to critical government boards.

In April, we warned about troubling legislation by Assemblymember Diane Papan, D-San Mateo, that would shield local officials like those of a city council or school board from having to appear at public meetings. The Assembly has delayed consideration of Assembly Bill 1379 until next year.

Meanwhile, another Bay Area legislator seeks to similarly hinder public access to meetings of powerful state agency boards such as the Public Utilities Commission, Air Resources Board, Coastal Commission, Board of Parole Hearings, and the Commission on Peace Officer Standards and Training.

If Sen. John Laird, D-Santa Cruz, gets his way with Senate Bill 544, commissioners could actually phone it in as they make decisions on everything from setting PG&E rates to protecting our coastline to disciplining bad cops. And members of the public who want to attend meetings could be left in empty rooms listening to voices of the decisionmakers emanating from a speaker. The Senate passed Laird's bill in May, and the Assembly is preparing to consider it.

These two bills are affronts to Proposition 59, the 2004 initiative passed by California voters that embedded the mandate for open government into the state Constitution:

"The people have the right of access to information concerning the conduct of the people's business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny."

The two bills also would undermine the principles of California's premiere open-meeting laws — the Ralph M. Brown Act for local government and the Bagley-Keene Act for state boards — which seek to ensure that government officials conduct their business in public so that their constituents can watch them in action.

The Brown Act was signed into law in 1953 in response to news reports that elected officials often conducted public business in private. Back then, members of a city council, for example, would hash out decisions in advance and then merely formalize them, often

without discussion, at an open meeting.

We must not regress.

Yet that's what Papan and Laird would have us do. They advocate for allowing board members — indeed, an entire board at the same time — to regularly participate in public meetings by phone from remote locations. They wouldn't even have to participate by video; they would never have to show their faces.

Video participation by public officials makes sense during a health emergency involving a contagious virus. But it's not appropriate as the permanent practice for participation.

As we learned during the pandemic, important interactions in the local government decision-making process were lost during remote meetings. Community groups were unable to demonstrate the size of their support by the number of people they turned out. The public and the media could not approach board members and staff before and after meetings with questions.

Nuanced interchanges between elected officials as they hash out policy compromises were hidden from public view. And there were the officials who hid by turning off their cameras; constituents often didn't know if their representatives were paying attention.

To be sure, there are good reasons for remote participation by board members. People might have health issues or family emergencies that require videoconferencing. But that should be the exception, not the rule.

Last year, a coalition of open-government advocates and state lawmakers hammered out legislation that Gov. Gavin Newsom signed, balancing the need for transparency with legitimate situations where remote participation is understandable.

Assembly Bill 2449 limits remote participation by board members to no more than three consecutive months or 20% of meetings in a year. At least a quorum of members of the legislative body still must participate from a single public location, such as a city council chamber, where the public can be present.

That's reasonable balancing that preserves public access yet accommodates legitimate exceptions for board members to participate remotely.

That's not what Papan and Laird propose. Lawmakers should permanently kill both

Opinion

6 BAY AREA NEWS GROUP 183

FRIDAY, JULY 14, 2023

COMMENTARY

Judge-shopping is a harmful practice in this country and should be prevented

Judge-shopping is commonplace in American courts, with lawyers constantly trying to get their cases heard by judges they consider predisposed to rule their way.



Thomas Elias

It was carried to new extremes this spring, though, in at least two cases with the potential to affect millions of current and future lives. When one district judge ordered the U.S. Food and Drug Administration to withdraw its approval of the orally-taken abortion drug mifepristone and another ruled that the drug must be kept available in 17 states that sued for it in his court, there was no doubt about the judge-shopping in play.

Both courts lacked any semblance of the fairness and objectivity that citizens should be able to expect from federal judges with lifetime appointments. It was no accident that these cases were brought in the legal backwaters of Amarillo, Texas, and Spokane, Washington, where the two ideologically opposed judges preside.

Let's first take a look at the general practice of judge shopping, though, which by all rights should be outlawed, as judges in all cases ideally should be chosen as randomly as possible. The practice has become so accepted that now judges have begun to try it on each other. The trend reached another new extreme, also this past spring.

In March, Patrick Connolly, a conservative state court judge in Los Angeles,

It's likely only to become more common and destructive so long as the court system stays as it is today.

asked another court to disqualify fellow Judge Daniel Lowenthal from presiding over the sentencing of a convicted cop killer. The reason: A belief that Lowenthal, the son of former longtime U.S. Rep. Alan Lowenthal, D-Long Beach, is too sympathetic to criminals.

Connolly, a former deputy district attorney, prosecuted killer Justin Flint in 2007 for felony murder in the death of a sheriff's deputy gunned down in her driveway during an attempted robbery.

Connolly objected to a Facebook post from Lowenthal advocating for police to be trained in "civil rights, civil liberties and ... (to) understand past inequities and oppression..." that allegedly influence some crimes today. Lowenthal denied any prejudice in the case and ultimately fended off Connolly's bid to disqualify him.

If judges can try to get colleagues disqualified because of alleged prior prejudices that affect only one person's fate, it cannot be surprising that lawyers in wider-ranging cases carefully seek out precisely the jurists most likely to help them.

Lawyers for the anti-abortion, Roman Catholic-aligned Alliance Defending Freedom did just this when seeking to reverse the more-than-20-year-old approval of mifepris-

tone for use in pharmaceutically-induced abortions.

It's unknown if those lawyers began by speaking with Amarillo's Judge Matthew Kacsmaryk, but his background includes four years as deputy general counsel of First Liberties Institute, a conservative Christian legal group that has long opposed abortion. Kacsmaryk was among Republican ex-President Donald Trump's first judicial appointees in early 2017.

So no one should have been surprised when Kacsmaryk ruled that the 1873 Comstock Act — mostly aimed against vice, but also containing a clause criminalizing the mailing of obscenity, contraceptives, abortifacients (abortion-inducing substances), sex toys and personal letters with sexual content — makes shipping mifepristone illegal no matter what its record of safety is or what the FDA says about it.

It was equally obvious to attorneys general of 17 states including Illinois, Pennsylvania and Michigan — but oddly not California — that they would get the opposite sort of ruling if they went before federal Judge Thomas Rice in Spokane, who tried to assure access to the abortion drug in those states and the District of Columbia. Rice, a former federal prosecutor, was appointed by Democratic ex-President Barack Obama in 2011 and developed a moderately liberal reputation on the bench.

In each venue, the plaintiffs got just what they wanted. The American people got confusion, though, not

ELIAS » PAGE 8

Elias

FROM PAGE 6

justice or clarity, and how this will be resolved remains to be seen. For sure, the Republican-controlled U.S. House of Representatives shows no inclination to update the 152-year-old Comstock Act, mostly designed to limit damage from snake-oil salesmen who traveled widely during the late 19th century.

What's clear from all this action, in federal and state courts, is that judge-shopping is a dangerous practice likely to continue as long as judges are appointed for their ideology, not their legal acumen. It's likely only to become more common and destructive so long as the court system stays as it is today.

Reach Thomas Elias at telias@aol.com, and read more of his columns online at californiafocus.net.

Estella Villagrana – Tod Hickman introduced himself and thanked staff for keeping water flowing. Discussed SF's financial situation with wage increases, inflation and insurance. It is stacking up against the agency. Expressed continued concern with NYWD. They are very inexperienced and wants a consolidation. It is better for everybody. There have been no positive improvements on infrastructure and they waste money. New board is just as bad as previous. One director has a clue. Consolidate the two districts with one watershed. Consolidation would be a benefit for customer reliability. Below is a submitted public comment email provided by Tod Hickman to be included in SF's meeting minutes.

Moseley, Rath

From: Tod Hickman <tod .hickman@gmail.com>
Sent: Thursday, July 27, 2023 3:07 PM
To: Moseley, Rath
Subject: Public comment for 7-27-23 NYWD Board Meet

>
> What a unique opportunity we have here tonight . Representatives of 3 Agencies, which collectively, can reshape the future for the beneficiaries of the South Fork watershed. The voter-owners deserve the benefits about to be put forth.
>
> 1) Convert the assets of NYWD to assets owned and managed by SFWPA. There has been much debate about meanings of merger, consolidation, combining, and so on. For the record let's set that what we are talking about here is the complete dissolving of NYWD, with all assets and productive personnel being transferred to SFWPA. NYWD has existed for nothing more than to support itself as a non-productive entity, simply creating expenses and spending money. In the last 20 years It has made no progress with infrastructure and beneficial use of this precious resource. You could argue that beneficial use has regressed in the last 20 years. The only apparent progress within this Agency is the mutual aid work (\$120 kish) performed by SFWPA. Ironically, the NYWD interim GM and Board President have been bragging that they were responsible for the water flowing to irrigation customers this year.
>
> 2) Under this plan SFWPA will be able to put to work the roughly \$2 million dollars per year that NYWD is squandering on everything but beneficial use. This is money that is given from SFWPA to NYWD under the terms set forth in the 2005 agreement. This money should be used strictly for new infrastructure and not wasted by NYWD. The enhanced SFWPA first infrastructure improvement should be the inter-connectivity of the Miners Ranch Treatment Plant, Bangor Treatment Plant, and the NYWD treatment plant. This would save potential \$ millions that could be invested into more infrastructure and beneficial use. This inter-connectivity would facilitate the connection of hundreds of voter-owners to treated potable water for both the Butte and Yuba voter-owners.
>
> 3) possible inter-connectivity ,of water pipelines, of the Enhanced SFWPA district with Yuba Water Agency, to increase the "allotment" of current water from NYWD to Yuba Water Agency. SFWPA currently loses over 800,000 acre-feet of water per year to Lake Oroville and the State Water Project, getting paid for none of it. (Shout out to Yuba Water Agency for figuring out how to get paid for this type of water right.) Long term, we need to use more of this water within our District and get paid for the amount going to the State Water Project. This is Huge potential not being figured out and utilized right now, largely due to staff time and SFWPA dollars being wasted on supporting the existence of NYWD. Yes you did hear that right; SFWPA has a vast amount of water, by right, that appears to be impossible to ever be exhausted by the District.
>
> 4) These steps will protect the watershed and our right to it. Current NYWD voter owners will get better water for less. Many will get connected to treated water as well as irrigation water. They will get more water than the current contract amount of approx 23k CFS will ever allow. They will effectively get as much water as they want. Current SFWPA customers will get the benefit of an enhanced District with more infrastructure improvements, more available useable water, long term safety of the water right, and continued affordable water.
>
> To summarize:

>

> The existence of NYWD, as an Agency, is to the detriment of its own voter-owners as well as the voter-owners of SFWPA. Implementing the steps and concepts of 1-4 above will provide incredible benefit to the voter-owners of both districts, as well as potential benefit to the people of Yuba County through the Yuba Water Agency.

>The scandals and apparent mis-deeds of the last 20 years at NYWD have left the voter-owners without trust, or the benefit of what could be, had all those \$millions been put towards infrastructure and beneficial use. The new regime at NYWD is just more of the same, lacking an understanding of the process and beneficial use. One watershed One District/Agency is the way forward. South Feather Water and Power Agency is the Agency for the job.

> Please implement these concepts ASAP and quit squandering the rights of the voter-owners of both Districts.

> Sincerely

> Tod Hickman

> Voter-Owner

> Of future Enhanced SFWPA

> Sent from my iPad

Charles Sharp thanked South Feather for stopping the piping of the Forbestown ditch. Would like to see SF help the district and what the future holds.

Marieke Furnee communicated that the previous statements were not accurate.

DIRECTORS' REPORTS

Director Starr: No report for the month of July.

Director Duncan: Communicated that her first LAFCO meeting is next week.

Director Wulbern: Congratulation Director Duncan on her appointment to LAFCO as an enterprise member. Disappointed that the Palermo has not continued yet. Thanked staff for their hard work.

Director Hemstalk: No report for the month of July.

Director Grover: No report for the month of July.

RECESS (3:21)

President Wulbern offered opportunity for public comment on closed session items.

CLOSED SESSION (convened at 3:30 p.m.)

Conference with Legal Counsel – Existing Litigation

(Paragraph (1) of subdivision (d) of Government Code section 54956.9)

- A. Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857
- B. Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Sutter County Superior Court Case No. CVCS21-0002073

OPEN SESSION (reconvened at 4:28 p.m.) – President Wulbern announced that legal counsel was given direction during closed session.

ADJOURNMENT (4:29 p.m.)

Rath T. Moseley, Secretary

Rick Wulbern, President



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Cheri Richter, Finance Manager

DATE: August 17, 2023

**RE: Approval of Warrants and Checks
Agenda Item for 8/22/2023 Board of Directors Meeting**

July, 2023 expenditures are summarized as follows:

Checks: <u>64796</u> to <u>64962</u>	<u>\$ 2,422,579.58</u>
Electronic Fund Transfers: <u>230701</u> to <u>230706</u>	<u>\$ 722,256.44</u>
Payroll Expenses:	<u>\$ 492,114.92</u>
TOTAL EXPENDITURES FOR JULY, 2023	<u>\$ 3,636,950.94</u>

At July 31, 2023, the authorized balance available was (\$179,629.88).

Action to approve all expenditures:

"I move approval of expenditures for the month of July, 2023 in the amount of \$3,636,950.94 and authorize the transfer of \$2,500,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses."

South Feather Water and Power Agency
Checks Paid, July, 2023

Date	Check #	Vendor Name	Account	Description	Amount
7/5/2023	64796	North Yuba Water District	07-69-69991	2022 Joint Facilities Operating Fund Net Revenue Pmt	\$1,705,498.00
7/7/2023	64797	Accularm Security Systems	01-50-50201	July 2023 Fire/Burg Monitoring, Email Notifications	\$197.00
7/7/2023	64798	ACWA/JPIA	01-52-52390	Excess Crime Coverage - 7/1/23 - 6/30/24	\$782.00
7/7/2023	64799	AT&T	07-68-68251	5/19- 6/18/23 Equipment/Router for Circuit Billing	\$163.00
7/7/2023	64800	Backflow Distributors, Inc.	01-55-55205	Rubber Repair Kits, Valve Cover Plate	\$1,566.21
7/7/2023	64801	Badger Meter	01-55-55113	Meters	\$2,421.52
7/7/2023	64802	Better Deal Exchange	01-54-54104	Fittings, PVC, Regulators, Brass Valve, Adapters	\$537.51
7/7/2023	64803	C.J. Brown & Company, CPA's	07-60-60216	Audit of financial statements, 2022	\$8,890.00
7/7/2023	64804	California Rural Water Assoc.	01-54-54224	Annual CRWA Membership Renewal	\$1,507.00
7/7/2023	64805	Capital One	01-53-53260	Cleaning Supplies, Distilled Water, Paper Towels	\$211.13
7/7/2023	64806	Cawthon, Ross	07-63-63394	Health Benefits Reimbursement	\$60.00
7/7/2023	64807	De Air Company	01-50-50201	Door Switch Wire Permanently Bypassed	\$96.00
7/7/2023	64808	Del-Mar Equipment Rentals	01-54-54104	Concrete, Adapters, Fuel	\$172.88
7/7/2023	64809	Hach Co.	01-00-11167/2023-C53e	Low Range Turbidimeter Replacement for Filters	\$9,017.39
7/7/2023	64810	Hemming Morse, LLP	07-60-60208	Professional Accounting Services - 5/1/2023- 5/31/2023	\$37,910.00
7/7/2023	64811	Home Depot Credit Service	01-54-54264	Concrete Mix, Pallet Fee, Lumber	\$323.06
7/7/2023	64812	Long, Ashlee	01-55-55394	Health Benefit Reimbursement	\$60.00
7/7/2023	64813	Major, Robert	01-54-54394	Health Benefit Reimbursement	\$35.00
7/7/2023	64814	Martin Crane & Rigging	01-00-11163	Crane Services for Raw Water Motor #3 Install	\$4,635.00
7/7/2023	64815	Northern Calif Water Association	01-50-50208	Supplemental Lobbying for Water Rights Legislation	\$1,333.00
7/7/2023	64816	Northern Calif. Gloves	01-54-54103	Hip Boots	\$126.22
7/7/2023	64817	Office Depot, Inc.	01-53-53100	Colored Copy Paper, Toner Cartridges, Tape	\$635.53
7/7/2023	64818	P G & E	01-54-54250	5/3/23 - 6/22/23 Service	\$10,596.45
7/7/2023	64819	Pace Supply Corp.	01-00-22300	1 MIP X 3/4 CTS ADAPTER, Leak Repair Plug	\$370.45
7/7/2023	64820	Payless Building Supply	01-54-54104	Wood Wedges	\$357.92
7/7/2023	64821	Perrin, Jaymie	01-52-52394	Health Benefit Reimbursement	\$60.00
7/7/2023	64822	Ramos Oil Co.	01-56-56160	Fuel, Diesel	\$4,201.88
7/7/2023	64823	Richardson & Company	07-60-60216	Review 2021 Audit-Hemming Morse Consultants	\$670.00
7/7/2023	64824	Thatcher Company	01-53-53102	Chlorine Gas W/COA, Container Deposit	\$10,446.91
7/7/2023	64825	Triangle Rock Products, LLC	01-54-54264	CL 2 Base	\$316.12
7/7/2023	64826	U S A Blue Book	01-53-53260	10x14 in. Sign, "Authorized Personnel Only"	\$41.35
7/7/2023	64827	Vista Net, Inc.	01-58-58100	July 2023 File Storage, Monitoring, Spam Service	\$5,349.38
7/7/2023	64828	Weimer and Sons	01-54-54264	Utility Sand	\$666.63
7/7/2023	64829	Better Deal Exchange	01-61-61260	Pipe Fittings	\$74.37
7/7/2023	64830	Geweke Ford	07-00-11150/2023-0615	2023 Ford F450 4x4 Reg Cab Chassis Truck for PD Machinist	\$65,717.89
7/7/2023	64831	Grainger Inc.	07-68-68260	Fuses	\$22.44
7/7/2023	64832	Kelly-Moore Paints	07-00-11140/2022-0602	#52207, Durethane Paint	\$425.38
7/7/2023	64833	McMaster Carr Supply Co.	07-00-11140/2022-0602	Repairing Die	\$634.18
7/7/2023	64834	Napa Auto Parts	07-66-66150	Oil, Air & Fuel Filters	\$438.63
7/7/2023	64835	Orkin Pest Control	07-64-64201	Ground Squirrel Supp. 6/2023 Sly,Pond,MR Dams	\$750.00
7/7/2023	64836	P G & E - Sacramento	07-63-63501	Gen. Interconnection Agr. For 6/2023-Powerhouses	\$7,010.37
7/7/2023	64837	Ray's General Hardware	07-00-11140/2022-0602	Hex Washers	\$62.14

South Feather Water and Power Agency
Checks Paid, July, 2023

Date	Check #	Vendor Name	Account	Description	Amount
7/7/2023	64838	Staples Credit Plan	07-60-60106	Envelopes, Post-Its, Folders, Key Tags	\$126.94
7/14/2023	64839	Aviat U.S., Inc.	07-68-68201	Microwave Upgrade & Licenses	\$12,535.00
7/14/2023	64840	Better Deal Exchange	01-61-61260	Hose Bib	\$17.53
7/14/2023	64841	CA Dept of Tax & Fee	01-53-53250	2023 2nd Qt. Electrical Energy Surcharge	\$69.00
7/14/2023	64842	Capital One	07-64-64100	Water	\$123.68
7/14/2023	64843	Comcast Business	07-63-63251	For CAISO Meters 7/3/23 to 8/2/23 For SPH/PH's	\$189.41
7/14/2023	64844	Dawson Oil Company	07-64-64100	Oil & Grease	\$1,002.91
7/14/2023	64845	Gannett Fleming, Inc.	07-67-67201	FERC Compliant Security & Vulnerability Assessment	\$2,564.00
7/14/2023	64846	GE Grid Solutions, LLC	07-00-11140/2023-0617	G500 Substation Gateway, RTU Upgrade - SPH/FPH	\$27,997.14
7/14/2023	64847	Home Depot Credit Service	07-63-63100	Furniture Dolly	\$37.87
7/14/2023	64848	M J B Welding Supply	07-00-11140	Welding Material	\$138.94
7/14/2023	64849	McMaster Carr Supply Co.	01-61-61260	Carbide Slitting Saw, Pressure Valve, Tubing, Cap	\$302.26
7/14/2023	64850	Napa Auto Parts	07-66-66150	Rotor, Watts Linkage, Control Arm	\$484.79
7/14/2023	64851	Northern Safety Co., Inc.	07-62-62102	Work Gloves size X-Large/Large	\$394.47
7/14/2023	64852	Oroville Cable & Equipment Co.	01-61-61260	Tank Rent For June 2023, Hydraulic Hose/Fittings	\$532.27
7/14/2023	64853	Ray's General Hardware	01-61-61260	Pipe & Fittings	\$42.64
7/14/2023	64854	Recology Yuba-Sutter	07-65-65250	Garbage Svc For Campgrounds 7/2023	\$2,438.47
7/14/2023	64855	Slate Geotechnical Consultants	07-67-67201	FERC Part 12D Independent Consultant Services	\$25,698.75
7/14/2023	64856	UTC Membership Department	07-68-68224	Annual Membership For Communication Jan.-Dec.'24	\$1,016.85
7/14/2023	64857	Valley Iron Inc. Oroville	07-00-11140/2022-0602	Grip Strut	\$914.67
7/14/2023	64858	Access Information Management	01-50-50201	June 2023 Shred Service	\$230.00
7/14/2023	64859	Advanced Document Concepts	01-50-50380	June '23 MRTP Copier/Printer Maintenance Contract	\$428.76
7/14/2023	64860	AT&T	07-68-68251	July 2023 Circuit Billing, Firewall	\$1,254.18
7/14/2023	64861	AT&T Long Distance	07-60-60251	5/23/23 - 6/22/23 Service	\$279.97
7/14/2023	64862	AT&T Mobility	07-63-63251	7/3/23 - 8/2/23 Routers/Cell Phone/Tablet Service	\$894.26
7/14/2023	64863	Badger Meter	01-55-55113	1 1/2 Meter Register	\$32.88
7/14/2023	64864	Baker Supplies and Repairs	01-53-53260	Gas Flanged Pump For Pressure Washer	\$534.60
7/14/2023	64865	Better Deal Exchange	01-54-54295	PVC Pipe, Flex Tube, Tape Measure, Irrigation Fitting	\$170.39
7/14/2023	64866	Comcast	01-53-53251	July 2023 MRTP/Mainline Service	\$2,443.88
7/14/2023	64867	Core & Main	01-00-22300	17.40 x 15 full Circle Clamp, Coupler, Tubing	\$4,300.30
7/14/2023	64868	Fastenal Company	01-53-53260	Batteries	\$50.22
7/14/2023	64869	Hemming Morse, LLP	07-60-60208	Professional Accounting Services - 6/1/2023 - 6/30/2023	\$59,092.00
7/14/2023	64870	Home Depot Credit Service	01-56-56100	Landscape Fabric, Drip Tube, Staples, Stakes, Fittings	\$551.04
7/14/2023	64871	Itron	01-58-58360	Radio Read Software License (Temetra - 2023/2024)	\$7,920.00
7/14/2023	64872	Lake Oroville Area PUD	01-53-53250	4/1/23 - 6/30/23 Sewer Service	\$141.18
7/14/2023	64873	Napa Auto Parts	01-56-56150	Fuel/Oil Filters, Brake Cleaner, Gloves, DEF	\$605.66
7/14/2023	64874	Nevers, Cory	07-66-66394	Health Benefit Reimbursement	\$60.00
7/14/2023	64875	Northgate Petroleum Co.	01-56-56160	Oil For Generators	\$815.25
7/14/2023	64876	O'Reilly Auto Parts	01-56-56150	Coolant Hose, Connectors, Clutch Fan Antifreeze	\$83.72
7/14/2023	64877	Orkin Pest Control	01-53-53201	July 2023 Pest Control Service	\$95.00
7/14/2023	64878	Oroville, City of	01-00-22907	June 2023 City Utility Tax	\$1,974.65
7/14/2023	64879	Recology Butte Colusa Counties	01-56-56250	June 2023 Garbage Service	\$1,109.43

South Feather Water and Power Agency
Checks Paid, July, 2023

Date	Check #	Vendor Name	Account	Description	Amount
7/14/2023	64880	Tractor Supply Credit Plan	01-54-54103	Rubber Boots	\$173.19
7/14/2023	64881	Wilbur-Ellis Company LLC	01-54-54295	Round-Up Pro Concentrate, Garlon 4 Concentrate	\$1,346.47
7/18/2023	230701	CalPERS	01-00-14409	Prepaid Annual Unfunded Accrued Liability	\$481,444.00
7/21/2023	64882	AT&T	07-66-66251	Local Calls 7/10/23 to 8/9/23	\$1,770.87
7/21/2023	64883	AT&T	07-60-60251	For Circuits 7/10/23 to 8/9/23	\$687.78
7/21/2023	64884	Bank of America - Bank Card	07-68-68260	Solar Panels For MRC Sta. 6, Replacement Filters	\$660.64
7/21/2023	64885	McKillop, Kristen	07-67-67408	Airfare To Attend ASDSO Dam Safety Conf. 9/17-21/23	\$254.93
7/21/2023	64886	Motion Industries, Inc.	07-64-64260	Kit FRIC Disc For Stearns Clutch, Ponderosa Spill Gate	\$582.54
7/21/2023	64887	Mt. Shasta Spring Water	07-63-63100	Bottled Water	\$39.92
7/21/2023	64888	Napa Auto Parts	07-66-66150	Brake Clean, Front Brake Pads, Oil/ Air Filters	\$521.23
7/21/2023	64889	Nevers, Cory	07-66-66100	DMV Fee For Class A License Renewal	\$54.12
7/21/2023	64890	Oroville Ford	07-66-66150	Oil Filter	\$38.46
7/21/2023	64891	P G & E	07-66-66250	Elec. Svc. 5/26/23 to 6/26/23 - HQ/PH	\$5,903.64
7/21/2023	64892	P G & E - Sacramento	07-63-63501	Gen. Interconnection Agr. For 7/2023 - PH's	\$7,010.37
7/21/2023	64893	Techno Coatings	07-00-11140/2023-C63b	Paint Generator Housing & TWD/Penstock	\$209,720.00
7/21/2023	64894	Tehama Tire Service, Inc.	07-66-66150	Four New Tires For T220/T201, Valve Stems	\$3,898.48
7/21/2023	64895	Tom's Septic	07-63-63201	Pump Out Sewage Holding Tank - KPH	\$1,000.00
7/21/2023	64896	ACWA/JPIA	07-62-62390	Cyber Security Liability Insurance Coverage 2023-2024	\$8,383.00
7/21/2023	64897	AT&T	01-53-53251	7/10/23 - 8/9/23 Local Calls Service	\$1,830.01
7/21/2023	64898	AT&T Long Distance	01-53-53251	6/1/23 - 6/29/23 Service	\$30.12
7/21/2023	64899	Better Deal Exchange	01-56-56370	Spray paint, Nuts, Bolts, Washers, Levels	\$422.62
7/21/2023	64900	Cook, Dawn	01-56-56394	Health Benefit Reimbursement - Cook	\$55.00
7/21/2023	64901	Copy Center	01-53-53201	UPS Fee	\$147.29
7/21/2023	64902	Creative Imaging Center	01-50-50201	Professional Business Portrait	\$156.96
7/21/2023	64903	Fastenal Company	01-54-54104	Lock Nuts, Hex Cap Screws, Flat Washers	\$213.34
7/21/2023	64904	InfoSend, Inc.	01-55-55114	2022 CCR Insert, FedEx Door Hangers June Billing	\$8,496.00
7/21/2023	64905	Martinez, Arthur	01-58-58408	Reimburse expenses for the 2023 ESRI Conference	\$3,376.12
7/21/2023	64906	Mathews Readymix, LLC	01-54-54295	Concrete	\$1,616.26
7/21/2023	64907	Oroville Power Equipment	01-54-54104	Chainsaw Chain	\$60.60
7/21/2023	64908	Reynolds, Josh	07-63-63394	Health Benefit Reimbursement (2 months)	\$120.00
7/21/2023	64909	Tehama Tire Service, Inc.	01-56-56150	3 New Tires - E225	\$589.56
7/21/2023	64910	U.S. Bank	01-56-56370	4 Trees, Fog Rock, Conferencing, Satellite Internet Svc	\$1,627.42
7/21/2023	64911	Verizon Wireless	01-53-53251	6/11/23 - 7/10/23 Cell Phone Services	\$134.85
7/21/2023	64912	Vista Net, Inc.	01-00-11202/2021-0209	Fiber Transceivers, Server Maintenance Agreement	\$9,401.10
7/28/2023	64913	Barrow, Judge or Bonnie	01-00-22200	Refund Check UB 014761	\$119.05
7/28/2023	64914	Kimbrell, Dale	01-00-22200	Refund Check UB 010271	\$19.42
7/28/2023	64915	Montez, Ronald	01-00-22200	Refund Check UB 016101	\$3.92
7/28/2023	64916	Saelee, Pao Kuang Saechao	01-00-22200	Refund Check UB 016869	\$19.42
7/28/2023	64917	Siglar, Julie	01-00-22200	Refund Check UB 011132	\$27.40
7/28/2023	64918	AT&T	07-60-60251	For KPH Fiber Optic Connection For 7/2023	\$1,060.58
7/28/2023	64919	Butte County	07-00-11204/2023-0610	Building Permit To Complete New Equip. Pole Barn	\$754.80
7/28/2023	64920	Comer's Print Shop	07-63-63100	Box Of Business Cards For One Employee	\$59.54

South Feather Water and Power Agency
Checks Paid, July, 2023

Date	Check #	Vendor Name	Account	Description	Amount
7/28/2023	64921	Dish Network	07-60-60201	Satellite Svc. At HQ. 8/8/23 to 9/7/23	\$60.00
7/28/2023	64922	Emerson Process Management	07-63-63260	Governor Pump Overhaul Kits 10-30HP	\$11,210.02
7/28/2023	64923	Grimes Heating & Air Inc.	07-66-66201	Repair Heating & A/C Ducting	\$305.00
7/28/2023	64924	Industrial Power Products	07-66-66100	Saw Bar Oil	\$49.34
7/28/2023	64925	McMaster Carr Supply Co.	07-64-64100	Fittings, Gauge Vibration Damper, Sanding Discs	\$449.40
7/28/2023	64926	Napa Auto Parts	07-66-66150	Oil, DEF Fluid	\$97.48
7/28/2023	64927	Oroville Cable & Equipment Co.	07-63-63100	Nitrogen	\$129.90
7/28/2023	64928	Oroville Ford	07-66-66150	Oil Filter	\$40.99
7/28/2023	64929	Ramos Oil Co.	07-66-66160	Gas & Diesel	\$4,141.49
7/28/2023	64930	Ray's General Hardware	07-64-64260	Paint Brushes, Tape	\$16.46
7/28/2023	64931	Butte County	07-00-11204/2023-0610	New Building Permit For Equip. Pole Barn	\$8,014.75
7/28/2023	64932	AT&T	07-68-68251	June 2023 Energy Communication Service	\$80.88
7/28/2023	64933	Badger Meter	01-00-22300	1 1/2 Meter Chamber, 1" Meter W/Ert Connector	\$1,207.23
7/28/2023	64934	Bell, Jason	01-53-53501	Reimburse for T-4 Cert & Water Trtmt Vol 2 Ed 7 Course	\$314.25
7/28/2023	64935	Better Deal Exchange	01-53-53260	Cooler Pump, Extension Cords, Fittings	\$131.51
7/28/2023	64936	BSK Associates	01-53-53201	EXT-Radium 228-DW Matrix Testing	\$305.00
7/28/2023	64937	Capital One	01-53-53260	Shipping Supplies, Binders, Shop Towels, Paper Plates	\$109.83
7/28/2023	64938	Cranmer Engineering, Inc.	01-53-53201	Colilert Testing	\$840.00
7/28/2023	64939	De Air Company	01-53-53201	Server room mini split maintenance materials, Labor	\$424.00
7/28/2023	64940	Endress+Hauser, Inc.	01-53-53260	Prosonic S FDU90 Ultrasonic Level Indicators	\$1,358.36
7/28/2023	64941	Fastenal Company	01-56-56100	Bins	\$98.37
7/28/2023	64942	Home Depot Credit Service	07-64-64270	Lumber, Fender Washers, Spray Paint, Shovel	\$246.61
7/28/2023	64943	JAX Inc.	01-53-53260	Electric Motor Oil MRTP	\$793.75
7/28/2023	64944	K-Gas, Inc.	01-56-56160	Propane - Forklift	\$24.76
7/28/2023	64945	M J B Welding Supply	01-56-56150	Flap Wheels	\$52.51
7/28/2023	64946	McMaster Carr Supply Co.	01-54-54104	Stainless Steel Sheet/Tubing, Gasket Sheet	\$248.91
7/28/2023	64947	Mendes Supply Company	01-56-56100	Paper Towels	\$65.79
7/28/2023	64948	Minasian Law	01-50-50208	June 2023 Professional Services	\$7,358.99
7/28/2023	64949	NALCO Company	01-53-53102	Nalclear 8170 PULV .04 - 55 lb Sacks, Energy Surcharge	\$3,654.67
7/28/2023	64950	Napa Auto Parts	01-56-56150	Antifreeze, Alternator, Air/Oil Filters, Water Pump	\$778.40
7/28/2023	64951	Ramos Oil Co.	01-56-56250	Fuel, Diesel	\$4,003.99
7/28/2023	64952	Sharp's Locksmithing	01-53-53370	Deadbolt	\$162.38
7/28/2023	64953	Thatcher Company	01-53-53102	48,000 lb Load-NSF Approved Liquid Aluminum Sulfate	\$4,376.53
7/28/2023	64954	Vista Net, Inc.	01-58-58360	1 Year Server Warranty	\$2,340.00
7/28/2023	64955	A D P, Inc.	01-50-50201	July 2023 Payroll Processing	\$1,552.02
7/28/2023	64956	ACWA-JPIA	01-50-50400	August 2023 Employee Vision & Dental Insurance	\$10,139.18
7/28/2023	64957	ACWA-JPIA	01-50-50393	April - June 2023 Workers' Compensation	\$31,910.49
7/28/2023	64958	Empower Annuity Ins Co.	01-00-22908	PR 7/14/23 Employee 457 Contributions	\$100.00
7/28/2023	64959	Mission Square Retirement	01-00-22908	PR 7/14/23 Employee 457 Contributions	\$2,684.70
7/28/2023	64960	Nationwide Retirement	01-00-22908	PR 7/14/23 Employee 457 Contributions	\$2,201.88
7/28/2023	64961	Reliance Standard Life	01-50-50402	July 2023 Employee Life Insurance	\$947.04
7/28/2023	64962	Standard Insurance	01-50-50403	July 2023 Employee Disability Insurance	\$3,080.80

South Feather Water and Power Agency
Checks Paid, July, 2023

Date	Check #	Vendor Name	Account	Description	Amount
7/28/2023	230702	CA Dept of Tax & Fee	07-00-11202	Out of state/district tax due on multiple invoices	\$2,541.00
7/28/2023	230703	Cal PERS	01-50-50400	July 2023 Employee/Retiree Health Insurance	\$182,447.57
7/28/2023	230704	CalPERS	01-50-50413	PR 7/14/23 Employee Retirement Contributions	\$51,059.28
7/28/2023	230705	CalPERS 457 Plan	01-00-22908	PR 7/14/23 Employee 457 Contribution	\$3,128.09
7/28/2023	230706	Lincoln Financial Group	01-00-22908	PR 7/14/23 Employee 457 Contribution	\$1,636.50
				Total July, 2023 Checks	3,144,836.02

**SOUTH FEATHER WATER AND POWER AGENCY
PAYROLL
JULY, 2023**

PAYROLL STATE & FED TAXES	\$	167,085.87
PAYROLL NET		325,029.05
TOTAL JULY, 2023	\$	492,114.92

**CREDIT CARD DETAIL
JULY, 2023 PAYMENTS**

<u>Check #</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
64882	7/21/2023	Bank of America	
		Replacement Filters-Thermo Generator	\$ 247.76
		Solar Panels For MRC Sta. 6	412.88
			\$ 660.64
64910	7/21/2023	U.S. Bank	
		6/14/23 - 7/13/23 Video Conferencing Svcs	\$ 16.71
		Lien Release Recording Fee	26.50
		6/12/23 - 7/11/23 Satellite Internet Service	120.00
		Fog Rock	257.40
		4 Trees	270.52
		Fog Rock, Landscaping Materials	936.29
			\$ 1,627.42



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Jaymie Perrin, Operations Support Manager

DATE: August 16th, 2023

RE: Business Item – Board Adoption of Language Enhancements to Rules and Regulations
08/22/2023 Board of Directors Meeting

Meter Tampering Penalty

Staff respectively proposes the following options after further direction was given at last month’s board meeting on meter tampering penalties and escalations. As a reminder, last month’s adoption changed the first incident from \$25.00 plus repair fees to \$125 plus repair fees. In addition to the increase, we also clarified the language around second and subsequent events.

Legal references specific to consequences of utility tampering include California Penal Code 624 that cites “Every person who willfully breaks, digs up, obstructs, or injures any pipe or main for conducting water, or any works erected for supplying building with water, or any appurtenances or appendages connected thereto, is guilty of a misdemeanor.” California Penal Code 625 cites “Every person who, with intent to defraud or injure, opens or causes to be opened, or draws water from any stopcock or faucet by which the flow of water is controlled, after having been notified that the same has been closed or shut for specific cause, by order of competent authority, is guilty of a misdemeanor.” Finally, California Civil Code Section 1882 allows the agency to pursue such damages and penalties.

These amounts are proposed with consideration to the landlord-tenant scenario, where the balance ultimately becomes the responsibility of the landlord/property owner. In addition, we would also like to remind the board that ownership is verified prior to taking payment when an account/service has been shut-off due to a delinquent balance. This is done out of the protection of our account holders/property owners and the agency. While most customers appreciate this protection, they also recognize that they could end up financially responsible for somebody else’s actions.

Option 1:	Option 2:	Option 3:
First Incident: \$125.00 plus repairs Second Incident: \$400.00 plus repairs Third Incident: Pull the meter	First Incident: \$200 plus repairs Second Incident: \$500 plus repairs Third Incident: Pull meter	First Incident: \$150.00 plus repairs Second Incident: Pull the meter

“I move approval to adopt option _____ and change the agency’s meter tampering amounts within the master fee schedule.”



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Kristen McKillop, Regulatory Compliance Manager

DATE: August 16, 2023

**RE: FERC Security and Vulnerability Assessments, and Security Plan Updates
Agenda Item for 08/22/2023 Board of Directors Meeting**

BACKGROUND

The Federal Energy Regulatory Commission (FERC) Division of Dam Safety and Inspections Security Program for Hydropower Projects Revision 3A (Guidelines) outlines responsibilities for both physical and cyber security for dam owners licensed by the FERC.

As outlined in the Security Program Guidelines, a Security Assessment (SA) is a formal document that contains an evaluation of the security procedures and features at the dam, and is an integral part of the Vulnerability Assessment that must be completed for all Group 1 Dam. A Vulnerability Assessment (VA) formally documents the in-depth analysis of four important Security Risk factors: Consequence, Vulnerability, Threat (and its Likelihood), and Security Effectiveness. A Security Plan (SP) is a formal document that essentially serves as the "Standard Operating Procedures" for all security concerns (physical, cyber, and procedural) identified through the SA and VA at each of the dams and throughout the hydropower project.

UPDATE

As this Board was previously informed, because the Agency's Vulnerability Assessments were last completed in 2010, and the Security Plan updates had been done internally, staff could not accurately anticipate how much this FERC required effort may cost, and therefore, the estimate included in 2023 Adopted Budget was not adequate. At the regular May meeting, this Board approved awarding a contract to conduct the Security Assessment, Vulnerability Assessment and Security Plan Updates to Gannett Fleming, for the amount of \$171,445.20. This scope and budget was based on the limited information provided to firms provided the RFP and during the RFI process. Gannett Fleming did not receive internal documents considered Critical Energy Infrastructure (as defined by 18 CFR § 388.113) for review until after the contract was executed on June 14, 2023.

Following a thorough review of all Security and Vulnerability documents, Gannett Fleming noted that we do not have, or do not have adequate to be compliant versions of, the FERC required Internal Rapid Response/Response Plan, a Regional Threat Assessment, a Consequence and Benefits Assessment, a Structural Vulnerability Assessment, and an estimated Population At Risk calculation as required in the

Guidelines. For the calendar year 2022, we submitted our Annual Security Compliance Certification Letter (ASCC) documenting our non-compliance with the Guidelines. This Change Order No. 1 would bring the total contractual cost to \$260,983.20, to be paid from the Joint Facilities Operating Fund. Should the Agency continue with the Security and Vulnerability updates without incorporating all of the required components, we will have to submit a certification of non-compliance annually until the aforementioned components are included.

RECOMMENDATION

Based on their extensive experience conducting Security Assessments, Vulnerability Assessments and developing compliant Security Plans, staff recommends approval of Change Order No. 1 to the previously executed contract. Work would be completed as outlined in the originally proposed schedule by December 2023, and will set the Agency up for successfully managing our security compliance program until the next five-year review and reprint is due.

In order to authorize the General Manager to execute a contract on behalf of the Agency, the following action is recommended.

“I move authorizing the General Manager to award Change Order No. 1 to the existing contract with Gannett Fleming in the amount of \$89,538.00 to complete the Security and Vulnerability Assessments and Security Plan Updates in compliance with the Federal Energy Regulatory Commission (FERC) Security Program for Hydropower Projects Rev 3A Guidelines, and authorize the General Manager to execute the appropriate documents.”



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Kristen McKillop, Regulatory Compliance Manager

DATE: May 10, 2023

**RE: FERC Security and Vulnerability Assessments, and Security Plan Updates
Agenda Item for 05/23/2023 Board of Directors Meeting**

BACKGROUND

The Federal Energy Regulatory Commission (FERC) Division of Dam Safety and Inspections Security Program for Hydropower Projects Revision 3A outlines responsibilities for both physical and cyber security for dam owners licensed by the FERC.

As outlined in the Security Program Guidelines, a Security Assessment (SA) is a formal document that contains an evaluation of the security procedures and features at the dam, and is an integral part of the Vulnerability Assessment that must be completed for all Group 1 Dam. The SA evaluates the current state and appropriateness of the on-site security system and procedures and what needs to be done at a project or facility to address concerns regarding security. This assessment identifies if any security enhancements are needed for improved security, and these measures are to be incorporated into the Security Plan. The SA must be re-evaluated and completely reprinted (redone) every ten years. Additionally, each SA must be updated annually, with any on-site modifications to security systems/procedures must be addressed.

A Vulnerability Assessment (VA) formally documents the in-depth analysis of four important Security Risk factors: Consequence, Vulnerability, Threat (and its Likelihood), and Security Effectiveness. This multiple threat assessment ultimately leads to recommended changes to physical security or operational procedures that will serve to decrease overall risk. A multi-person team approach, consisting of several technical disciplines, the dam operator, and a security expert, has been found to be the best way to complete a VA at a dam. The VA must be re-evaluated and completely reprinted (redone) every five years. Additionally, each VA must be updated annually, with changes to parameters and conclusions highlighted from the previous year.

A Security Plan (SP) is a formal document that essentially serves as the "Standard Operating Procedures" for all security concerns (physical, cyber, and procedural) identified through the SA and VA at each of the dams and throughout the hydropower project. A separate Security Plan must be developed for each dam in an owner's inventory, and should document site specific concerns in a usable manner so that all operations, maintenance and dam safety staff are aware of, and able to initiate reactions to, security concerns. The SP must be updated with any site condition changes as they occur, and on an annual basis. Additionally, the SP

must be tested (exercised) at least every five years to prove that the SP is a useful and workable tool for staff, and that they are knowledgeable of its contents.

Licenses do not submit their SA/VA/SP to the FERC, however they must make the document available for review during each Dam Safety Inspection. In lieu of submitting the documents to the FERC, the Agency submits an annual letter to our FERC Regional Office by December 31 of each year, certifying compliance with all of the VA, SA, and SP requirements. For the calendar year 2022, we had to submit a certification of non-compliance.

UPDATE

Power Division staff developed a Request For Proposals (RFP) to solicit a firm qualified to conduct the Security Assessment, Vulnerability Assessment and Security Plan Updates. RFPs were issued to Consultants on March 13, 2023 by posting on the Agency's website and via direct email to ten dam safety industry firms. By the closing date of April 17, 2023, two proposals were received. Of the two proposals received, only one firm met the required Consultant Qualifications. Therefore, the other proposing entity was disqualified from consideration.

The attached RFP outlines the Power Division staff that would comprise the Review and Ranking team, as well as the Scoring criteria used to help focus on key elements of the proposal received. The team thoroughly reviewed the attached proposal from Gannett Fleming, and is highly confident in the firm's ability to complete the required scope of work based on their extensive experience conducting Security Assessments, Vulnerability Assessments and developing Security Plans that comply with FERC requirements.

RECOMMENDATION

Staff estimated costs for this project, and a line item was included in the 2023 Adopted Budget. Because the last Vulnerability Assessments were completed in 2010, staff could not accurately anticipate how much this effort may cost. Based on Requests for Information to clarify work scope, the firm included two additional line items of work not specifically called out as work tasks in the RFP that will assist in developing FERC compliant plans. The proposed not to exceed price is \$171,445.20, and based on the firms' extensive experience, staff recommends approval of a notice to proceed and approval of a contract to complete work according to the following schedule (a work breakdown schedule provides greater detail in the attached proposal):

Quarter of Work	Deadline for Completion	Task
Q1 2023	March 13, 2023	Request for Proposals Issued to Consultants
Q2 2023	March 27, 2023	Written Questions due
	April 17, 2023	RFPs Due
	May 23, 2023	Board Hearing/Notice to Proceed
Q2/3 2023	TBD June/July/Aug	Conduct field Inspections
Q3 2023	September 8, 2023	Draft Security Assessment Report due to SFWPA
	September 22, 2023	Draft Vulnerability Assessment Report due to SFWPA
Q4 2023	October 6, 2023	Final Security and Vulnerability Assessment reports due to SFWPA
	November 9, 2023	Final Security Plan Updates due to SFWPA
	November 27, 2023	Internal Training Framework due to SFWPA

In order to authorize the General Manager to execute a contract on behalf of the Agency, the following action is recommended.

"I move authorizing the General Manager to award a contract to Gannett Fleming in the amount of \$171,445.20 to complete the Security and Vulnerability Assessments and Security Plan Updates in compliance with the Federal Energy Regulatory Commission (FERC) Security Program for Hydropower Projects Rev 3A guidelines, and authorize the General Manager to execute the appropriate documents."



South Feather Water & Power

REQUEST FOR PROPOSALS

March 2023

**Security Assessment
Vulnerability Assessment
Security Plan Updates**

**SOUTH FORK POWER PROJECT
FERC PROJECT NO. 2088 DAMS**

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
SECTION 1 – INTRODUCTION	3
PROJECT DESCRIPTION	3
BACKGROUND AND HISTORY	3
DESCRIPTION OF SERVICES REQUIRED.....	4
CONSULTANT QUALIFICATIONS	5
AGENCY RESPONSIBILITY.....	5
PROJECT ASSUMPTIONS.....	5
PROJECT SCHEDULE	6
COST OF SERVICES.....	6
SECTION 2 – SCOPE OF SERVICES	7
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION	7
Subtask 1.1 Project Controls.....	7
Subtask 1.2 Project Reporting	7
Subtask 1.3 Project Meetings	7
TASK 2: SECURITY ASSESSMENTS.....	8
Subtask 2.1 Dam Safety and Security Related Document Review	8
Subtask 2.2 Physical Asset Inspections.....	8
Subtask 2.3 Reports	8
TASK 3: VULNERABILITY ASSESSMENTS.....	8
Subtask 3.1 Vulnerability Assessment Review	9
Subtask 3.2 Physical Asset Inspections.....	9
Subtask 3.3 Reports	9
TASK 4: SITE SPECIFIC SECURITY PLAN UPDATES	9
Subtask 4.1 Security Plan Review	9
Subtask 4.2 Reports	10
TASK 5: INTERNAL TRAINING FRAMEWORK	10
SECTION 3 – PROPOSAL REQUIREMENTS	10
PROPOSAL CONTENT.....	11
QUESTIONS/ADDENDA.....	12
SELECTION CRITERIA	12
SELECTION PROCEDURE	13
RESERVED RIGHTS	13
SECTION 4 – APPENDICES	15
EXHIBIT A – Non-Disclosure Agreement.....	16
EXHIBIT B - Sample Professional Services Agreement.....	17
EXHIBIT C – Project Location Information	18



SECTION 1 – INTRODUCTION

PROJECT DESCRIPTION

The South Feather Water and Power Agency (SFWPA/Agency) is a California special district public utility, which owns and operates the South Feather Power Project (FERC No. P-2088) located on the South Fork Feather River, Lost Creek, and Slate Creek in Butte, Yuba, and Plumas counties. In addition to power project facilities, the Agency owns Lake Wyandotte Dam for irrigation supply. The below listed dams, as well as the ancillary structures, are all components of the Owners Dam Safety Program, however, only five of the Agency’s dams are categorized as Group 1 or Group 2 Dams.

Dam Name	Dam Type	FERC Hazard Class	Security Group
Little Grass Valley Dam	Rock Fill	High	Group 1
Sly Creek Dam	Earthen Embankment	High	Group 1
Lost Creek Dam	Concrete Arch	High	Group 1
Miners Ranch Dam	Earth and Rock	High	Group 1
Ponderosa Diversion	Earthen Embankment	Low	Group 3
South Fork Diversion	Concrete Arch	Low	n/a
Slate Creek Diversion	Concrete Arch	Low	n/a
Forbestown Diversion	Concrete Arch	Low	n/a
Lake Wyandotte	Earthen Embankment	n/a	n/a

The Agency is seeking proposals from qualified firms for performing the Federal Energy Regulatory Commission (FERC) required hydropower Security Assessments (SA), Vulnerability Assessments (VA), comprehensive updates of the Site Security Plans (SP), and development of an internal staff training framework as described in this Request for Proposals (RFP). The proposals received should provide the Agency with the information necessary to select the most qualified firm while obtaining the best value and pricing for the requested services.

BACKGROUND AND HISTORY

South Feather Water and Power Agency – originally named Oroville-Wyandotte Irrigation District (OWID) – has roots extending back to the California gold rush. OWID was organized on November 17, 1919. Today, SFWPA has grown to provide drinking water to approximately 6,823 households and delivers irrigation water seasonally to over 500 customers. The Agency’s hydropower project was constructed in the early 1960’s, and began generating in 1963.

The South Fork Power Project (SFPP) is composed of four developments:

1. The Sly Creek Development includes:
 - a. Little Grass Valley Dam and Reservoir;
 - b. South Fork Diversion Dam;
 - c. South Fork Diversion Tunnel;
 - d. Slate Creek Diversion Dam;



- e. Slate Creek Diversion Tunnel;
 - f. Sly Creek Dam and Reservoir;
 - g. Sly Creek Penstock;
 - h. Sly Creek Powerhouse; and
 - i. Sly Creek Switchyard.
2. The Woodleaf Development includes:
- a. Lost Creek Dam and Reservoir;
 - b. Woodleaf Power Tunnel and Penstock;
 - c. Woodleaf Powerhouse; and
 - d. Woodleaf Switchyard.
3. The Forbestown Development includes:
- a. Forbestown Diversion Dam;
 - b. Forbestown Power Tunnel and Penstock;
 - c. Forbestown Powerhouse; and
 - d. Forbestown Switchyard.
4. The Kelly Ridge Development includes:
- a. Ponderosa Dam and Reservoir;
 - b. Ponderosa Diversion Tunnel;
 - c. Miners Ranch Conduit and Tunnel;
 - d. Miners Ranch Dam and Reservoir;
 - e. Kelly Ridge Power Tunnel and Penstock;
 - f. Kelly Ridge Powerhouse; and
 - g. Kelly Ridge Switchyard.

The Agency's ninth dam, Lake Wyandotte Dam, is a non-FERC dam under the jurisdiction of DWR Division of Safety of Dams. Lake Wyandotte is a small reservoir that was originally constructed in 1923 by the Agency to supply both domestic and irrigation supply, and continues to serve customers irrigation water today.

DESCRIPTION OF SERVICES REQUIRED

The most recent FERC guidelines for Security Program for Hydropower Projects outline responsibilities for both physical and cyber security. Although the Agency conducts routine facility inspections to monitor security measures, SFWPA's Security and Vulnerability Assessments have not been conducted since 2010, and therefore the Security Plans will require significant updates following the completion of the Assessments. The Security Plans have not been exercised since 2016.

SFWPA is inviting your firm to submit a proposal to provide professional services on the following tasks:



- Conduct the Security Assessments in accordance with the FERC Guidance for Security Program for Hydropower Projects (Rev 03/30/2016) and all other applicable FERC requirements;
- Prepare draft and final versions of the Security Assessment Report;
- Conduct the Vulnerability Assessments in accordance with the FERC Guidance for Security Program for Hydropower Projects (Rev 03/30/2016) and all other applicable FERC requirements;
- Prepare draft and final versions of the Vulnerability Assessment Report;
- Prepare draft and final versions of updated Site Specific Security Plans; and
- Prepare a security training framework to be used internally by staff.

CONSULTANT QUALIFICATIONS

The Proposer and/or Proposing Team must include a statement of qualifications demonstrating the ability to meet the FERC requirements for providing Security and Vulnerability Assessments.

Project team members shall have demonstrated experience in the specialty areas required for the Project, and should include relevant and recent examples of such. The Proposal shall include a brief biography for each project team member describing their experience and licensure relevant to the role and discipline they will be providing.

AGENCY RESPONSIBILITY

The Agency will provide to the selected Consultant all documents, reports, and surveys that have been developed for the Project, which contain information that may be pertinent to the work to be performed under this RFP. SFWPA will also provide:

- Staff attendance at meetings (in-person and online), discussions, etc.
- Review of reports and provide review comments within agreed upon schedules.
- Field support during the inspection(s).

PROJECT ASSUMPTIONS

The following assumptions were made in the development of this Scope of Work:

- The Agency has assigned the Project a highly restricted security designation. The Consultant shall sign a Non-Disclosure Agreement (see Exhibit A) prior to receiving any of the relevant information deemed Controlled Unclassified Information (CUI), Critical Energy Infrastructure Information (CEII), or Security Sensitive Material.
- The Consultant shall provide the qualified resources in all disciplines necessary to achieve the complete scope of work.
- The Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the complete scope of work, and fully liable for the acts and omissions of its employees, sub-consultants and agents.



- Work scoped for completion shall be done for each of the nine dams listed; and all associated civil structures as applicable.

PROJECT SCHEDULE

Quarter of Work	Deadline for Completion	Task
Q1 2023	March 13, 2023	Request for Proposals Issued to Consultants
Q2 2023	March 27, 2023	Written Questions due
	April 17, 2023	RFPs Due
	May 23, 2023	Board Hearing/Notice to Proceed
Q2/3 2023	TBD June/July/Aug	Conduct field Inspections
Q3 2023	September 8, 2023	Draft Security Assessment Report due to SFWPA
	September 22, 2023	Draft Vulnerability Assessment Report due to SFWPA
Q4 2023	October 6, 2023	Final Security and Vulnerability Assessment reports due to SFWPA
	November 9, 2023	Final Security Plan Updates due to SFWPA
	November 27, 2023	Internal Training Framework due to SFWPA

Proposals submitted shall include a detailed schedule with any deviations from the above schedule clearly identified.

COST OF SERVICES

All proposals must include a complete and current table of all rates and charges to perform all the proposed services with detailed itemization of each task by team member hours, rates and costs. Cost of Services should be itemized by the following:

1. Project management and meetings.
2. Relevant document review prior to performing the actual assessments.
3. Participate in representative site visits and/or field inspections.
4. Prepare and submit Draft and Final Security and Vulnerability Assessment Reports to SFWPA.
5. Prepare and submit updated Draft and Final Security Plans to SFWPA.
6. Prepare and submit a training framework to be used during internal staff training sessions.

The rates and charges provided shall include all overhead rates to cover costs and other compensation of consultant's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, specialists, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by consultant whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the list of personnel. Rates and charges shall also include any part of consultant's capital expenses, including necessary transportation, travel and subsistence expenses of consultant's employees incurred in discharge of duties connected with performance of the services. The rates and charges shall also include



minor expenses connected with performance of the services such as copies, computers, software, on-line legal research, office supplies, postage, faxes, long-distance telephone calls, telephone, and any other expense incurred to accomplish the work. Note that no separate charges for these items will be allowed. Note also that no administrative charges will be allowed, except a markup of five percent (5%) on sub-consultants' billings.

SECTION 2 – SCOPE OF SERVICES

The scope of work for the external audit professional services being solicited are as follows:

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant will be responsible for leading, directing and monitoring the Project engineering team, and ensuring all work products and deliverables are reviewed in accordance with the Consultant's quality assurance policies. All deliverables will go through internal Quality Control prior to submittal to the Agency. The Consultant will be responsible for monitoring Project schedule and budget.

Subtask 1.1 Project Controls

Monthly invoices shall be prepared and submitted to the Agency with reasonable detail of the daily time incurred by personnel assigned to the Project. Invoices shall be broken down by task and include the following: contract number, total contract amount, detailed charges for the current invoice period, total charges to date, current amount remaining.

The Consultant shall be responsible for the management of the Project Team's overall project controls, actively coordinating with the Agency's designated Project Manager to manage project costs, project schedule, and document control. Project Controls and Reporting includes the following activities:

Subtask 1.2 Project Reporting

Monthly progress reports shall be prepared and submitted to the Agency that will accompany the Consultant's invoice. These reports will include progress-to-date, schedule updates, Agency action items, team action items, status of deliverables, problems encountered with suggested solutions, budget versus actual expenses, and anticipated work for the next month.

Subtask 1.3 Project Meetings

Project meetings may be held at the Agency's Power Division HQ office or via a videoconferencing platform. Assume a Kickoff conference call, a Pre-Inspection coordination conference call, and a videoconferencing Summary of Findings meeting. Regular meetings should be held as often as needed to ensure project milestones are completed according to the defined schedule. These Project meetings are in addition to any site inspections.

Task 1 Deliverables: The consultant will prepare all meeting agendas and provide meeting minutes and follow-up action items for review within two business days following the meeting.



TASK 2: SECURITY ASSESSMENTS

Preparation of the formal analysis of the security procedures and features at each dam includes the following activities:

Subtask 2.1 Dam Safety and Security Related Document Review

Consultant shall review the following (but not limited to) background information related to the development and implementation of the dam security and safety programs:

- 2022 Security Plans for Group 1 Dams
- 2010 Vulnerability Assessments for Group 1 Dams
- Historic DAMSVR reports
- 2022 SFWPA Owners Dam Safety Program manual
- 2022 Emergency Action Plan (EAP)
- Prior FERC annual inspection reports
- Prior official correspondence on security and dam safety related matters between SFWPA and FERC

Subtask 2.2 Physical Asset Inspections

The Consultant shall attend and participate in representative project site visits with Agency personnel as necessary to develop background context to support the Security Assessment process, including site visits to the hydropower facilities and ancillary structures located in Plumas, Yuba and Butte Counties. The Agency will coordinate site visits with all staff required to provide access, and inform on operations.

Subtask 2.3 Reports

The Consultant shall prepare a draft and final Security Assessment report in conformance with the “FERC Security Program for Hydropower Projects”, Revised March 30, 2016.

- All assumptions must be well documented.
- Recommendations to the Agency regarding security enhancements must be clearly defined, and shall also be incorporated in the Security Plans associated with Task 4.

Task 2 Deliverables: Request and review historic security documentation. Conduct sites visits at Group 1 dams, Group 2 dam, and any other Project structures deemed necessary. Submit Draft Security Assessment Report for Agency review and comment. Within 10 business days of receiving the Agency’s comments, submit the Final Audit Report.

TASK 3: VULNERABILITY ASSESSMENTS

Preparation of the formal analysis of the factors that define full Security Risk includes the following activities:



Subtask 3.1 Vulnerability Assessment Review

Consultant shall review and provide the necessary updates to the Vulnerability Assessments previously conducted in 2010. The Consultant shall prepare a draft and final Vulnerability Assessment report in conformance with the “FERC Security Program for Hydropower Projects”, Revised March 30, 2016.

Subtask 3.2 Physical Asset Inspections

The Consultant shall conduct additional site visits or interviews as required for information not gained during work associated with Task 2.2. The Agency will coordinate site visits, or videoconferencing calls, with all staff required to provide access, and inform on operations.

Subtask 3.3 Reports

The Consultant shall prepare a draft and final Vulnerability Assessment report in conformance with the “FERC Security Program for Hydropower Projects”, Revised March 30, 2016 for each of the Group 1 dams.

- All assumptions must be well documented.
- The VA must address Consequence, Vulnerability, Threat (and its likelihood) and Security Effectiveness.
- Recommendations to the Agency arising from the study must be clearly defined, and shall also be incorporated by reference in the Security Plans associated with Task 4.

Task 3 Deliverables: Request and review historic vulnerability documentation, and conduct site visits as required. Submit Draft Vulnerability Assessment Reports for Agency review and comment. Within 10 business days of receiving the Agency’s comments, submit the Final Audit Report.

TASK 4: SITE SPECIFIC SECURITY PLAN UPDATES

Preparation of the formal documentation that constitutes the "Standard Operating Procedures" for the operation of all security concerns (physical, cyber, and procedural) for Group 1 and Group 2 Dams includes the following:

Subtask 4.1 Security Plan Review

Consultant shall review and provide the necessary updates to the site-specific Security Plans previously prepared in 2022. Review historic recommendations on mapping, security systems, maintenance and testing program, policy and document improvements, and make notation of status based on current situations and threat conditions.

Subtask 4.2 Reports

The Consultant shall prepare a draft and final Security Plan report in conformance with the “FERC Security Program for Hydropower Projects”, Revised March 30, 2016 for each of the Group 1 dams.

- All plans, procedures, and hardware relevant to on-site security must be well documented within the SPs.
- The SPs must incorporate findings of the SA and VA, as outlined in Tasks 2 and 3.
- The SPs must incorporate the sub-elements of a) Internal Emergency Response and Rapid Recovery, b) Emergency Notification and Communications during a Security Incident, and c) Rapid Recovery of Essential Services

Task 4 Deliverables: Request and review historic security plan documentation. Submit Draft Security Plan Reports for Agency review and comment. Within 10 business days of receiving the Agency’s comments, submit the Final Audit Report.

TASK 5: INTERNAL TRAINING FRAMEWORK

Based on the findings and recommendations outlined in the Security and Vulnerability Assessments, and Security Plan updates, the Consultant shall prepare a training framework that will assist the Agency provide training on security awareness on an annual basis or as necessitated by asset or staffing changes.

Task 5 Deliverables: Submit Draft Security Training Framework for Agency review and comment. Within 10 business days of receiving the Agency’s comments, submit the Final Security Training Framework.

SECTION 3 – PROPOSAL REQUIREMENTS

Firms or individuals that are interested in providing professional services for the tasks associated with completing the SFWPA Owner’s Dam Safety Program Audit are to submit a proposal containing, at a minimum, sufficient information for an objective evaluation of the criteria described in Section 2. Respondents will describe their qualifications in terms of experience and performance on similar projects within the past ten years. Any requests for clarification or additional information regarding the submission of Proposals shall be submitted in writing via email to kmckillop@southfeather.com. Written requests for interpretation, clarification, and/or additional information must be received no later than noon, Pacific Standard Time, March 27, 2023.

Proposals must be received by the Agency via email no later than 3:00 p.m., PST, on April 17, 2023, as determined by the email receipt time. Send proposals to kmckillop@southfeather.com. Submit your proposal as one (1) PDF formatted file. The email Subject Line should be addressed



“Proposal for SFWPA Security Assessment, Vulnerability Assessment and Site Security Plan Updates”. NOTE: The Agency’s email size limit is 10 MB, so if your file size exceeds this limit, please submit an email request for secure file share access.

It is the responsibility of the proposer to assure that the proposal is received prior to the deadline date and time. Proposals received after the submission deadline will not be accepted. SFWPA suggests that all proposers send a test email to the delivery address prior to the proposal due date to confirm that they have the correct email address.

PROPOSAL CONTENT

The Proposal shall outline the Consultant’s Scope of Services, which at a minimum must include the criteria set forth within this Request for Proposal, and the Consultant’s approach to administer and complete the project.

- Cover Letter.
- Project approach clearly identifying all assumptions.
- Project team clearly identifying the responsibilities, roles, and technical disciplines each person will fill. Include a brief biography for each project team member describing their experience relevant to the role and discipline they will be providing. Identify the availability of key staff to execute the project within the identified schedule. All key personnel proposed for the Project must remain available for the entirety of the Project, a change of project personnel will only be permitted in extreme circumstances and may be subject to a monetary penalty.
- Firm qualifications. Briefly describe firm and team qualifications in executing this type of work.
- Resumes (2-page max) for key project personnel, including projects similar in nature.
- Staffing labor estimate by labor type/hours for the major project phases and tasks provided under Scope of Services, and the overall not-to-exceed budget to complete the work. Include the corresponding hourly rates for each major task in a Work Breakdown Structure (WBS). Provide staffing labor estimates based upon detailed WBS, with the following, as a minimum:
 - Task 1 – Project Management and Administration
 - Subtask 1.1 – Project Controls
 - Subtask 1.2 – Project Reporting
 - Subtask 1.3 – Project Meetings
 - Task 2 – Security Assessment
 - Subtask 2.1 – Dam Safety & Security Related Document Review
 - Subtask 2.2 – Physical Asset Inspection
 - Subtask 2.3 – Reporting
 - Task 3 – Vulnerability Assessments
 - Subtask 3.1 – Vulnerability Assessment Review
 - Subtask 3.2 – Physical Asset Inspection
 - Subtask 3.3 – Reporting



- Task 4 – Site Specific Security Plan Updates
 - Subtask 4.1 – Security Plan Review
 - Subtask 4.2 – Reporting
- Task 5 - Prepare Internal Training Framework
- Detailed schedule with any deviations from the schedule included herein clearly identified and tied to the project approach.
- References, including; names, companies and contact information, for similar work performed.
- Written statement regarding the Consultant’s eligibility to perform the work without a conflict of interest.

QUESTIONS/ADDENDA

Any questions regarding information within this RFP shall be submitted in writing via email to the Project Manager, Kristen McKillop, via kmckillop@southfeather.com no later than 3:00 p.m. on March 27, 2023. The Agency may, if deemed necessary, respond to such questions by issuance of formal written addenda, interpreting or clarifying the requirements of this RFP. The Agency may also issue addenda to modify the RFP as deemed advisable by the Agency. All such addenda shall be part of this RFP and binding upon each proposer. The Agency may, upon inquiry, direct a proposer’s attention to specific provisions of the RFP which cover the subject of the inquiry. However, all supplemental information provided by the Agency during the RFP process shall not be binding unless communicated by formal written addenda. All addenda will be posted on the Agency’s website. Each proposer is solely responsible for obtaining all addenda posted on the Agency’s website at www.southfeather.com.

SELECTION CRITERIA

The Agency may choose to follow the Request for Proposal with a formal questionnaire and/or interview to assist with the Proposal evaluation process. The Agency may negotiate modifications of the Proposal, draft Scope of Work, Terms and Conditions and Pricing with the prospective firm as part of the selection process. Final selection of a Consultant will be based on the below Selection Criteria.

A review of responses will be made by SFWPA’s selection committee using information provided in the written proposal, interview and formal questionnaire in determining proposal ranking. Recommendations will be forwarded to the General Manager for approval to negotiate a contract.

Responses will be weighted in terms of qualifications, experience, proposed work plan, cost estimate and billing rates as follows:



Selection Criteria	Standard	Weighting Factor
Qualifications of Project Personnel	Does the Project Team have the required technical and FERC required experience to perform the work? Do the assigned technical personnel have the skills, direct experience, and availability to support the Auditor?	40%
Firm Qualifications and References	Does the firm have the appropriate capabilities and specific experience with the FERC SA/VA process to support the required work? Were recent, and relevant, references provided?	10%
Proposed Scope and Schedule	Does the proposed scope show an understanding of Project requirements and meet the Project objectives? Is the schedule achievable and are the identified milestones met? Has consultant met defined schedule for previous work performed for other FERC regulated project owners?	30%
Cost and Work Hours	Do the proposed labor hours accurately reflect the level of effort required to complete each Project task in the “not to exceed” price? How do unit labor and overhead costs compare to other firms? Are labor rate sheets provided for 2023 for any ongoing response to FERC requests? Information should be included on how indirect costs will be invoiced.	20%
TOTAL		100%

SELECTION PROCEDURE

A review of responses will be made by SFWPA’s Power Division Manager, Power Division Maintenance Foreman, Power Division Operations Foreman and Regulatory & Compliance Manager. Recommendations will be forwarded to the General Manager for approval to negotiate a contract.

The negotiated contract will be submitted to the Agency’s Board of Directors for approval. Respondents are advised that the total cost estimate for each of the respondents will be disclosed in the Board agenda documentation, and the rate sheet for the chosen consulting firm will also be disclosed as part of the Board agenda documentation, all of which will be posted on the Agency’s website.

RESERVED RIGHTS

This RFP does not obligate SFWPA to contract for any services expressed or implied.

SFWPA reserves the right to:

- Request any firm submitting a proposal to clarify its proposal;



- Modify or alter any of the requirements herein (In the event of such modification, all respondents will be given an equal opportunity to modify their proposals in the specific areas impacted);
- Reject any or all proposals, waive immaterial irregularities in any proposal, and reissue this or a modified RFP;
- Select a firm that may not present the lowest cost; and,
- Negotiate a contract with the selected firm.

All proposals become the property of the Agency. Proposal respondents acknowledge that as a special district, South Feather Water and Power Agency is subject to the California Public Records Act (PRA, CA Government Code § 6250), and as such must define any component of its Proposal that qualifies as exempt from disclosure, so as to assist the Agency in redacting eligible material in response to a request for documents under the California PRA. Proposer may withdraw its proposal by written request via email to kmckillop@southfeather.com before the Submittal Deadline. Negligence on the part of the Proposer preparing its proposal shall not constitute a right to withdraw the proposal subsequent to the opening/review of proposals.

Proposal respondents acknowledge that as a special Agency, South Feather Water and Power Agency is subject to the California Public Records Act (PRA, CA Government Code § 6250), and as such must define any component of its Proposal that qualifies as exempt from disclosure, so as to assist the Agency in redacting eligible material in response to a request for documents under the California PRA. Proposals will be held in confidence during the evaluation process until Agency staff issues a Notice of Intent to Award the contract. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (Act).

If proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosure under the Act, proposer must label each page containing such information as “Confidential”. The “Confidential Information” label must be clear and legible. Except as compelled by court process, the Agency will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.



SECTION 4 – APPENDICES



EXHIBIT A – Non-Disclosure Agreement



SOUTH FEATHER WATER & POWER AGENCY

2310 ORO-QUINCY HIGHWAY
OROVILLE, CALIFORNIA 95966
530-534-1221



BIDDER NON-DISCLOSURE AGREEMENT

This Bidder/Supplier Non-disclosure Agreement (Agreement) between, _____, and South Feather Water and Power Agency (SFWPA), 2310 Oro-Quincy Highway, Oroville CA 95966, is entered into as of March 31, 2023.

SFWPA is a public agency and the licensee of the South Feather Power Project, Federal Energy Regulatory Commission (FERC) Project No. 2088 (Project). Components of the Agency's ODSP are considered by the FERC as Critical Energy Infrastructure (CEII) as defined by Title 18 of the Code of Federal Regulations CFR § 388.113. In order to prepare a proposal for the 2023 ODSP Audit, in accordance with 18 CFR § 12.65 Independent External Audit and Peer Review, and the FERC Guidance for ODSP External Audits, the Bidder may receive or be given access to documents and information of SFWPA that contain confidential information related to CEII as defined by 18 CFR § 388.113.

It is the intention of the parties to this Agreement to facilitate discussions regarding transactions between the parties by the protection from unauthorized disclosure or use of the Confidential Information. Therefore, the parties agree as follows:

1. For the purposes of this Agreement, "Confidential Information" shall mean any historical documents related to Critical Energy Infrastructure (CEII) as defined by 18 CFR § 388.113 and disclosed by SFWPA, whether in writing, electronically, orally, visually or otherwise.
2. With respect to all Confidential Information disclosed hereunder, Bidder agrees that from and after the date of this Agreement, Bidder shall not:
 - a. use the Confidential Information except for the express purpose of preparing a proposal for the requested professional services; or
 - b. disclose, or otherwise make available Confidential Information, to any person not employed by Bidder without the prior written notice to and consent of SFWPA.
3. Bidder shall require its Representatives who receive any Confidential Information to comply with the terms and conditions of this Agreement and Bidder shall be responsible for their compliance herewith.
4. Bidder acknowledges that upon return of a signed copy of this Agreement, Bidder will receive CEII from SFWPA, including but not limited to engineering drawings and technical reports that are classified by the FERC as CEII. All Confidential Information shall remain the sole property of SFWPA.

Bidder and South Feather Water and Power Agency, through their duly authorized representatives, have caused this Agreement to be executed as of the date set forth below but effective as of the date first written above.

Bidder: Bidder/Proposing Consultant

South Feather Water and Power Agency

By: _____
Name: _____
Title: _____
Date: March 31, 2023

By: _____
Name: Dan Leon
Title: Power Division Manager
Date: March 31, 2023

EXHIBIT B - Sample Professional Services Agreement



CONSULTING SERVICES AGREEMENT
XYZ Consultant

This Agreement is entered into effective as of XYZ date by XYZ Consulting Firm (“Consultant”) and South Feather Water and Power Agency (“Agency”).

ARTICLE 1 - SCOPE

Consultant shall perform the work tasks associated with completing the defined Services (the “Services”) described generally in the XYZ Consultant’s Proposal dated XYZ date, attached hereto as Appendix A. This Agreement shall become effective as of the date shown above and shall remain in effect unless amended in writing or terminated pursuant to Article 9 herein. Agency may engage other consultants as Agency deems necessary to timely and efficiently carry out tasks required, and this Agreement shall not be considered an exclusive engagement by Agency of Consultant for Agency’s requirements.

ARTICLE 2 - COMPENSATION

For performance of the Services, Agency shall pay Consultant a not to exceed price of \$XYZ.00. This compensation shall be paid to Consultant within 30 days of receipt of invoices submitted following completion of each work task outlined in Appendix A.

ARTICLE 3 - REPRESENTATIVES

Consultant will function in cooperation with and subject always to the direction and control of Agency’s authorized officers or designated representatives. Consultant shall also designate a representative for the execution of the Services. Consultant’s and Agency’s representatives are:

Consultant:

Agency:

South Feather Water and Power Agency
Power Division Staff
2310 Oro-Quincy Highway
Oroville, CA 95966
Telephone: (530) 534-1221

ARTICLE 4 - PERSONNEL

All Consultant’s staff, and its subcontractors’ staff, assigned to these Services shall be approved by the Agency prior to their assignment to task activities. Consultant shall confirm that the technical qualifications of all personnel assigned to these tasks meet the applicable industry standards. In the event that the individuals who are initially assigned by Consultant to perform Services under this Agreement are removed, replaced or reassigned by Consultant,

such removal, replacement or reassignment may result in harm and costs to Agency. Consultant agrees not to remove, replace or reassign any such individuals without the approval of Agency. Such approval shall not be unreasonably withheld or delayed. Consultant shall make reasonable efforts to maintain continuity in its staffing and will provide Agency ample notification if any such changes are made. Notwithstanding the foregoing, it is agreed by Consultant that Agency is relying on the expertise and experience of Consultant as well as Consultant's subcontractors, and therefore Consultant shall not terminate the services of a subcontractor employed for the benefit of Agency without the prior approval of Agency, which approval shall not be unreasonably withheld. Agency may, in its discretion, direct Consultant to replace subcontractors that Agency reasonably believes are not performing in a satisfactory manner. Consultant shall ensure that subcontracts contain express acknowledgement by subcontractors of Agency's right to replace them and shall require the subcontractors to waive any claims or damages in connection therewith, save and except for costs and fees incurred to the date of said termination, plus reasonable costs incurred as a result of said termination.

Article 5 - NON-DISCLOSURE

During the course of contractual work, Consultant's staff, and its subcontractors' staff may be provided with access to Confidential Information and/or Security Sensitive Material, which, for the purposes of this Agreement shall mean any information related to Critical Energy Infrastructure (CEII) as defined by 18 CFR § 388.113 and disclosed by SFWPA, whether in writing, electronically, orally, visually, physical access or otherwise. With respect to all Confidential Information disclosed during the course of business, Consultant agrees that from and after the date of this Agreement, the Confidential Information shall only be used for the express purpose of its business relationship with SFWPA; and shall not disclose, or otherwise make available Confidential Information, to any person not employed by Consultant without the prior written notice to and consent of SFWPA. Consultant shall require its Representatives who receive any Confidential Information to comply with the terms and conditions of this Agreement and Consultant shall be responsible for their compliance herewith. All Confidential Information shall remain the sole property of SFWPA.

ARTICLE 6 - RECORDS

To the extent Agency does not otherwise specifically request delivery of records or results, Consultant agrees to retain all records and results of Services performed under this Agreement for a period of not less than two years after completion of the Services. At Agency's request Consultant will deliver a copy of any or all original field notes, investigative notes, tests, photographs, records, calculations, details, drawings, specifications, summaries and reports produced and collected in the course of Services performed under this Agreement.

ARTICLE 7 - OWNERSHIP OF DOCUMENTS

Agency shall own all data, reports, information, manuals, drawings, or other written, electronic, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement for use by Agency. Consultant shall retain no ownership interest in any of the foregoing described deliverables except as may be described herein, and such deliverables, including those retained by Consultant in the normal course of Consultant's

business, may not be reused, sold, transferred or conveyed without Agency's permission. Any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at Agency's sole risk and without liability or legal exposure to Consultant or its subconsultants.

ARTICLE 8 - CONFLICT OF INTEREST/BUSINESS ETHICS

Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that would result in a conflict with Agency's interest. During the term of this Agreement, neither Consultant nor its subcontractors shall accept employment or engage in any work that creates a conflict of interest between Consultant and Agency, or in any way compromises the interest of Agency for which Consultant's services are being retained. Consultant shall immediately notify Agency of any and all such violations of this clause, by Consultant, its agents or subcontractors, immediately upon becoming aware of such violations. Failure of such notification or lack of knowledge of a violation by Consultant or its subcontractors shall not excuse the performance hereunder.

ARTICLE 9 - TERMINATION

Agency may suspend or terminate this Agreement by giving thirty days prior written notice to Consultant, but such termination shall not relieve Agency of its obligation to pay Consultant for expenses incurred and Services performed up to the date of termination and all reasonable expenses that Consultant incurs by reason of such termination. Any reports, drawings or other documents prepared for Agency prior to the effective date of such termination shall be delivered to Agency by Consultant prior to Agency's release of its final payment to Consultant.

ARTICLE 10 – STANDARD OF CARE

Consultant represents that its Services are performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to provide that the Services performed are correct and appropriate for the purposes contemplated in this Agreement. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultants' services except that the services will be performed consistent with the standard of care stipulated herein.

ARTICLE 11 - LIMITATION OF LIABILITY

Consultant's total cumulative liability for any claims of any kind, whether based on contract, tort (including negligence and strict liability), under any warranty or otherwise, for any loss or damage relating to this Agreement, except for the performance of the Services which shall be limited to the fees paid therefore, shall not exceed the insurance coverage specified in this

Agreement, and Agency hereby releases Consultant from any liability in excess of such amount. This monetary limitation shall survive the failure of any exclusive remedy.

Neither Agency nor Consultant shall be liable, whether based on contract, tort (including negligence and strict liability), under any warranty or otherwise relating to the Services or this Agreement, for any consequential, indirect, special, punitive or incidental loss or damage, any damage or loss of any property or equipment, or any loss of use of property or equipment, and Agency and Consultant mutually release the other from any liability for all such losses and damages.

All of the provisions of this Agreement providing for limitation or protection against liability of Consultant and Agency shall also protect their directors, officers and employees, and affiliated entities of Consultant and their directors, officers, employees and affiliates, and shall apply regardless of the fault, negligence or strict liability of Consultant, its directors, officers, employees or affiliates.

ARTICLE 12 - INSURANCE

Consultant shall provide and continue to maintain during the performance of this Agreement insurance coverage as follows:

- i. Workers' Compensation insurance in compliance with statutory limits.
- ii. Employers' Liability with the following limits:
 - Each Accident \$1,000,000
- iii. Business Automobile Liability with the following limits:
 - Combined Single Limit \$1,000,000
- iv. Commercial General Liability with the following limits:
 - Each Occurrence \$500,000
 - General Aggregate \$1,000,000
- v. Professional Liability Insurance with the following limits:
 - Any One Claim \$500,000
 - Policy Aggregate \$1,000,000

ARTICLE 13 - SAFETY

Consultant shall plan and conduct its work to safeguard persons and property from injury. Consultant shall direct performance of the work in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations. Agency may designate safety precautions in addition to those in use or proposed by Consultant. Agency reserves the right to inspect the work and to halt work to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations.

ARTICLE 14 - DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder, except obligations to make payments for Services previously performed, to the extent that the performance of any such obligation is prevented or delayed by any cause that is beyond the reasonable control of the affected party. In the event either party claims that such performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other party of that fact, and of the circumstances preventing or delaying performance. Such party claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

ARTICLE 15 - DISPUTES

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be subject to mediation under the guidelines of the American Arbitration Association in Sacramento, California, as a condition precedent to the institution of arbitration. If any dispute, controversy or claim cannot be resolved through mediation, the Parties may mutually agree in writing to binding arbitration under the commercial arbitration rules of the American Arbitration Association in Sacramento, California. The Arbitrator shall give full effect to Articles 9 and 10 and shall not deviate therefrom.

ARTICLE 16 - NOTICES

Any notice related to this Agreement shall be in writing and shall be considered duly made if delivered to the other party at the following addresses:

Consultant:

Agency:

South Feather Water and Power Agency
Power Division Staff
2310 Oro-Quincy Highway
Orville, CA 95966
Telephone: (530) 534-1221

Either party may change its address or numbers for receiving notices by giving written notice of such change to the other party.

ARTICLE 17 - SURVIVAL

The provisions of this Agreement which by their nature should survive expiration, cancellation or termination of this Agreement, including but not limited to provisions regarding warranty and liability, shall survive such expiration, cancellation or other termination.

ARTICLE 18 - LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding its conflicts of law principles.

ARTICLE 19 - INTEGRATION

These terms and conditions are intended by Consultant and Agency to constitute the final and complete statement of their agreement, and all prior proposals, communications and understandings related to the subject matter of this Agreement are hereby superseded. No modification or amendment of this Agreement shall be effective unless the same is in writing and signed by both parties.

CONSULTANT:

SOUTH FEATHER WATER AND POWER AGENCY

By: _____

By: _____

Title: Principal Title

Rath Moseley

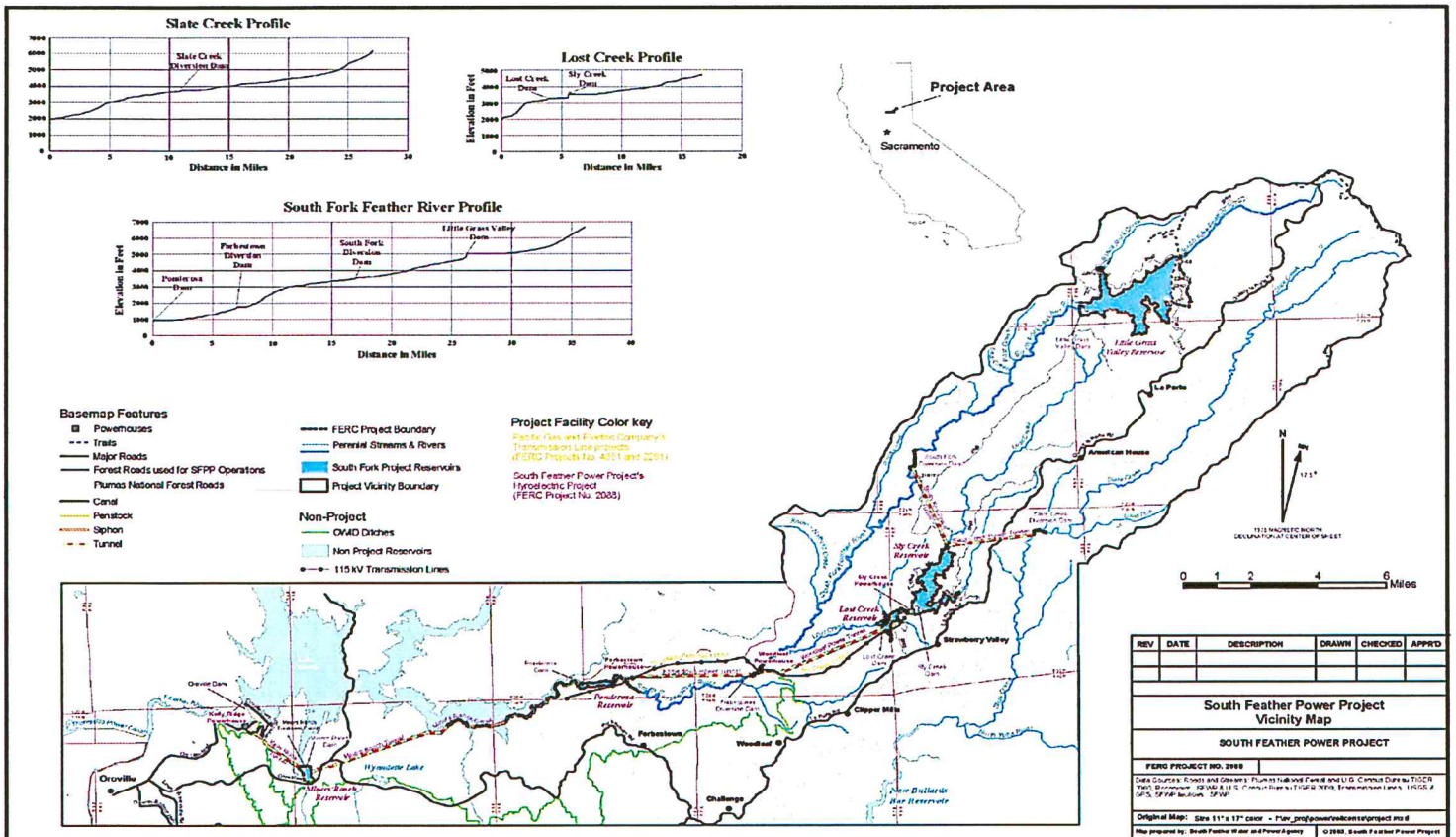
Date:

Title: General Manager

Date: February 22, 2022

EXHIBIT C – Project Location Information





South Feather Water and Power Agency's South Feather Power Project, FERC Project Boundary and Project Vicinity.

1. In the Project Description (Section 1 – Introduction), the last sentence of the first paragraph states that “only five of the Agency’s dams are categorized as Group 1 or Group 2 Dams”, but in the table below, there are four (4) Group 1 Dams and one Group 3 Dam identified. Can you please clarify how many dams are Group 1, Group 2, or Group 3?

- Little Grass Valley Dam –Security Group 1
- Sly Creek Dam –Security Group 1
- Lost Creek Dam –Security Group 1
- Miners Ranch Dam –Security Group 1
- Ponderosa Diversion Dam –Security Group 3

2. Under Description of Services Required, you mention the cyber security requirements for FERC. Does SFWPA require a Section 9 of the FERC SPHP, Cyber Security Assessment?

SFWPA is requesting a firm to “conduct the Security Assessments in accordance with the FERC Guidance for Security Program for Hydropower Projects (Rev 03/30/2016) and all other applicable FERC requirements”, including section 9.

3. Has SFWPA completed a regional threat assessment, benefits/consequence analysis, and single points of failure assessment for their FERC licensed facilities?
- a. If so, will SFWPA be sharing the results of each report with the consultant?
 - b. If such assessment/analysis has not been completed in the past, will SFWPA require those additional documents to support the FERC Vulnerability Assessment using the DAMSVR methodology?

“The Agency will provide to the selected Consultant all documents, reports, and surveys that have been developed for the Project, which contain information that may be pertinent to the work to be performed under this RFP.” DAMSVR and Risk Assessment documents included in the 2010 Vulnerability Assessments should be assessed and updated as needed.

4. Under Task 4: Site Specific Security Plan Updates, Subtask 4.2 states the SPs must incorporate the sub-elements of an Internal Emergency Response and Rapid Recovery. Are these plans already developed for the SFWPA, or will these need to be created to support this scope of the SP?

These have been developed, but should be assessed and updated as needed.

5. Under Task 4: Site Specific Security Plan Updates, Subtask 4.2, it states that the SPs must incorporate the Emergency Notification and Communications during a Security Incident. Does SFWPA already have emergency notification procedures, or will the consultant be supporting SFWPA through the development of such procedures?

Emergency notification procedures have been developed for the EAP process, but should be assessed and updated as needed for the developed Site Specific Security Plan Updates.

6. Under Task 5: Internal Training Framework it states that training for annual security awareness will be developed as a result of the Security and Vulnerability Assessments recommendations and Security Plan updates. Understanding that some recommendations from the DAMSVR will likely be capital improvements to bolster physical security measures, what format does SFWPA anticipate the training to be delivered in and what type of content will SFWPA be anticipating?
 - a. How many training sessions does SFWPA expect? The Agency seeks assistance in developing staff trainings for onboarding new staff, and for annual training of existing staff based on contents of the SA/VA and Site Specific Security Plans. Recommendations on capital needs for physical security improvements are not expected to be a component of staff training.
 - b. Who is the intended audience for these sessions? The 19 employees of the Power Division team.
7. Under Proposal Content, how many references would SFWPA like to be included on the proposal? The proposing entity should provide sufficient references so as to allow the Agency to verify more than one SA/VA produced.
8. Under Selection Criteria in the table, the last row "cost and work hours" it states "Are labor rate sheets provided for 2023 for ongoing response to FERC requests?" Does SFWPA have any specified deliverables or scoping for advisory services that it would like to see in the proposal? The Agency expects contractual rates to remain the same throughout 2023, and for the project to be completed within the original not to exceed budget. The proposing entity, having previous experience working with FERC, may propose a line item for advisory services.
9. What positions does SFWP consider to be "key personnel"? I.e., All people that could work on this project, or just the Project Manager and Technical Lead(s)? The 19 employees of the Power Division team.

Gannett Fleming Request Modifications for Security Assessment Vulnerability Assessment Security Plan Updates: SOUTH FORK POWER PROJECT FERC PROJECT NO. 2088 DAMS

We would also like to request consideration of the following edits to the terms and conditions. These modifications have been bolded and made red.

PROJECT ASSUMPTIONS (PAGE 5 OF RFP)

The following assumptions were made in the development of this Scope of Work:

- The Agency has assigned the Project a highly restricted security designation. The Consultant shall sign a Non-Disclosure Agreement (see Exhibit A) prior to receiving any of the relevant information deemed Controlled Unclassified Information (CUI), Critical Energy Infrastructure Information (CEII), or Security Sensitive Material.
- The Consultant shall provide the qualified resources in all disciplines necessary to achieve the complete scope of work.
- The Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the complete scope of work, and fully liable for the **negligent** acts and omissions of its employees, sub-consultants and agents.
- Work scoped for completion shall be done for each of the nine dams listed; and all associated civil structures as applicable.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION (Page 7 of RFP)

The Consultant will be responsible for leading, directing and monitoring the Project engineering team, and **verifying-ensuring** all work products and deliverables are reviewed in accordance with the Consultant's quality assurance policies. All deliverables will go through internal Quality Control prior to submittal to the Agency. The Consultant will be responsible for monitoring Project schedule and budget. **Consultant shall not be responsible during construction of any projects subject to this Agreement for the construction means, methods, techniques, sequences, or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of any projects subject to this Agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.**

Subtask 1.1 Project Controls

Monthly invoices shall be prepared and submitted to the Agency with reasonable detail of the daily time incurred by personnel assigned to the Project. Invoices shall be broken down by task and include the following: contract number, total contract amount, detailed charges for the current invoice period, total charges to date, current amount remaining.

The Consultant shall be responsible for the management of the Project Team's overall project controls, actively coordinating with the Agency's designated Project Manager to manage project costs, project schedule, and document control. Project Controls and Reporting includes the following activities:

Subtask 1.2 Project Reporting

Monthly progress reports shall be prepared and submitted to the Agency that will accompany

the Consultant's invoice. These reports will include progress-to-date, schedule updates, Agency action items, team action items, status of deliverables, problems encountered with suggested solutions, budget versus actual expenses, and anticipated work for the next month.

Subtask 1.3 Project Meetings

Project meetings may be held at the Agency's Power Division HQ office or via a videoconferencing platform. Assume a Kickoff conference call, a Pre-Inspection coordination conference call, and a videoconferencing Summary of Findings meeting. Regular meetings should be held as often as needed to **monitor ensure** project milestones are completed according to the defined schedule. These Project meetings are in addition to any site inspections.

Task 1 Deliverables: The consultant will prepare all meeting agendas and provide meeting minutes and follow-up action items for review within two business days following the meeting.

Page 18 of the RFP

BIDDER NON-DISCLOSURE AGREEMENT

This Bidder/Supplier Non-disclosure Agreement (Agreement) between, _____ Gannett Fleming, Inc. _____, and South Feather Water and Power Agency (SFWPA), 2310 Oro-Quincy Highway, Oroville CA 95966, is entered into as of March 31, 2023.

SFWPA is a public agency and the licensee of the South Feather Power Project, Federal Energy Regulatory Commission (FERC) Project No. 2088 (Project). Components of the Agency's ODSP are considered by the FERC as Critical Energy Infrastructure (CEII) as defined by Title 18 of the Code of Federal Regulations CFR § 388.113. In order to prepare a proposal for the 2023 ODSP Audit, in accordance with 18 CFR § 12.65 Independent External Audit and Peer Review, and the FERC Guidance for ODSP External Audits, the Bidder may receive or be given access to documents and information of SFWPA that contain confidential information related to CEII as defined by 18 CFR § 388.113.

It is the intention of the parties to this Agreement to facilitate discussions regarding transactions between the parties by the protection from unauthorized disclosure or use of the Confidential Information. Therefore, the parties agree as follows:

1. For the purposes of this Agreement, "Confidential Information" shall mean any historical documents related to Critical Energy Infrastructure (CEII) as defined by 18 CFR § 388.113

- and disclosed by SFWPA, whether in writing, electronically, orally, visually or otherwise.
2. With respect to all Confidential Information disclosed hereunder, Bidder agrees that from and after the date of this Agreement, Bidder shall not:
 - a. use the Confidential Information except for the express purpose of preparing a proposal for the requested professional services; or
 - b. **disclose, or otherwise make available Confidential Information, to any person not employed by Bidder or to any person who does not have a bona-fide need to know to perform the Services without the prior written notice to and consent of SFWPA.**
- Notwithstanding anything herein to the contrary, Bidder may disclose or deliver Confidential Information to the extent that such disclosure or delivery is necessary for Bidder to comply with any law, regulation, or order of courts.**
3. Bidder shall require its Representatives who receive any Confidential Information to comply with the terms and conditions of this Agreement and Bidder shall be responsible for their compliance herewith.
 4. Bidder acknowledges that upon return of a signed copy of this Agreement, Bidder will receive CEII from SFWPA, including but not limited to engineering drawings and technical reports that are classified by the FERC as CEII. All Confidential Information shall remain the sole property of SFWPA.

Bidder and South Feather Water and Power Agency, through their duly authorized representatives, have caused this Agreement to be executed as of the date set forth below but effective as of the date first written above.

**CONSULTING SERVICES
AGREEMENT
XYZ Consultant**

This Agreement is entered into effective as of XYZ date by XYZ Consulting Firm ("Consultant") and South Feather Water and Power Agency ("Agency").

ARTICLE 1 - SCOPE

Consultant shall perform the work tasks associated with completing the defined Services (the "Services") described generally in the XYZ Consultant's Proposal dated XYZ date, attached hereto as Appendix A. This Agreement shall become effective as of the date shown above and shall remain in effect unless amended in writing or terminated pursuant to Article 9 herein. Agency may engage other consultants as Agency deems necessary to timely and efficiently carry out tasks required, and this Agreement shall not be considered an exclusive engagement by Agency of Consultant for Agency's requirements.

ARTICLE 2 - COMPENSATION

For performance of the Services, Agency shall pay Consultant a not to exceed price of \$XYZ.00. This compensation shall be paid to Consultant within 30 days of receipt of invoices submitted following completion of each work task outlined in Appendix A.

ARTICLE 3 - REPRESENTATIVES

Consultant will function in cooperation with and subject **always** to the **reasonable** direction **and control** of Agency's authorized officers or designated representatives. Consultant shall also designate a representative for the execution of the Services. Consultant's and Agency's representatives are:

Consultant:

Gannett Fleming, Inc.
2251 Douglas Boulevard Suite 200
Roseville, CA 95661
Telephone: (916) 677-4800

Agency:

South Feather Water and Power Agency
Power Division Staff
2310 Oro-Quincy Highway
Oroville, CA 95966
Telephone: (530) 534-1221

ARTICLE 4 - PERSONNEL

All Consultant's staff, and its subcontractors' staff, assigned to these Services shall be approved by the Agency prior to their assignment to task activities. Consultant shall confirm that the technical qualifications of all personnel assigned to these tasks meet the applicable industry standards. In the event that the individuals who are initially assigned by Consultant to perform Services under this Agreement are removed, replaced or reassigned by Consultant, **and such change in personnel is not due to an individual(s) failure to meet the Standard of Care**, such removal, replacement or reassignment may result in harm and costs to Agency. Consultant agrees not to remove, replace or reassign any such individuals without the approval of Agency. Such approval shall not be unreasonably withheld or delayed. Consultant shall make reasonable efforts to maintain continuity in its staffing and will provide Agency **ample prompt** notification if any such changes are made. Notwithstanding the foregoing, it is agreed by Consultant that Agency is relying on the **expertise-qualifications** and experience of Consultant as well as Consultant's subcontractors, and therefore Consultant shall not terminate the services of a subcontractor employed for the benefit of Agency without the prior approval of Agency, which approval shall not be unreasonably withheld. Agency may, in its discretion, direct Consultant to replace subcontractors that Agency reasonably believes are not performing in a satisfactory manner. Consultant's ~~shall ensure that~~ subcontracts **shall** contain express acknowledgement by subcontractors of Agency's right to replace them and shall require the subcontractors to waive any claims or damages in connection therewith, save and except for costs and fees incurred to the date of said termination, plus reasonable costs incurred as a result of said termination.

Article 5 - NON-DISCLOSURE

During the course of contractual work, Consultant's staff, and its subcontractors' staff may be provided with access to Confidential Information and/or Security Sensitive Material, which, for the purposes of this Agreement shall mean any information related to Critical Energy Infrastructure (CEII)

as defined by 18 CFR § 388.113 and disclosed by SFWPA, whether in writing, electronically, orally, visually, physical access or otherwise. With respect to all Confidential Information disclosed during the course of business, Consultant agrees that from and after the date of this Agreement, the Confidential Information shall only be used for the express purpose of its business relationship with SFWPA; and shall not disclose, or otherwise make available Confidential Information, to any person not employed by Consultant **or to any person who does not have a bona-fide need to know to perform the Services without the prior written notice to and consent of SFWPA. Notwithstanding anything herein to the contrary, Consultant may disclose or deliver Confidential Information to the extent that such disclosure or delivery is necessary for Consultant to comply with any law, regulation, or order of courts.** Consultant shall require its Representatives who receive any Confidential Information to comply with the terms and conditions of this Agreement and Consultant shall be responsible for their compliance herewith. All Confidential Information shall remain the sole property of SFWPA.

ARTICLE 6 - RECORDS

To the extent Agency does not otherwise specifically request delivery of records or results, Consultant agrees to retain all records and results of Services performed under this Agreement for a period of not less than two years after completion of the Services. At Agency's request, **and upon payment to Consultant in full for all Services performed under this Agreement,** Consultant will deliver a copy of any or all original field notes, investigative notes, tests, photographs, records, calculations, details, drawings, specifications, summaries and reports **first** produced and collected in the course of Services performed under this Agreement.

ARTICLE 7 - OWNERSHIP OF DOCUMENTS

Agency shall own all data, reports, information, manuals, drawings, or other written, electronic, recorded, photographic or visual materials, or other deliverables **first** produced in the performance of this Agreement for use by Agency.

ARTICLE 9 - TERMINATION

Either party Agency may suspend or terminate this Agreement by giving thirty **(30) days'** prior written notice to **the other party Consultant**, but such termination shall not relieve Agency of its obligation to pay Consultant for expenses incurred and Services performed up to the date of termination and all reasonable expenses that Consultant incurs by reason of such termination. Any reports, drawings or other documents **first** prepared for Agency prior to the effective date of such termination shall be delivered to Agency by Consultant prior to Agency's release of its final payment to Consultant.

ARTICLE 10 – STANDARD OF CARE

Consultant represents that its Services are performed with the degree of skill and care that is required by **members of the same current, good and sound professional procedures and practices,** and in conformance with generally accepted professional standards prevailing **under the same conditions** at the time **and location** the Services are performed so as to provide that the Services performed are correct and appropriate for the purposes

contemplated in this Agreement. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultants' services except that the services will be performed consistent with the standard of care stipulated herein.

ARTICLE 13 - SAFETY

Consultant shall plan and conduct its work to safeguard **its employees persons** and property from injury. Consultant shall direct performance of the work in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations. Agency may designate **reasonable** safety precautions in addition to those in use or proposed by Consultant. Agency reserves the right to inspect the work and to halt work to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations.

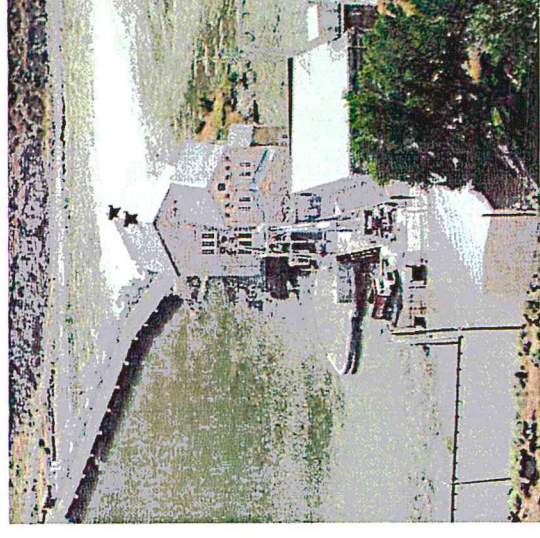
SOUTH FEATHER WATER & POWER SECURITY ASSESSMENT VULNERABILITY ASSESSMENT SECURITY PLAN UPDATES



APRIL 2023

TABLE OF CONTENTS

Cover Letter	0-1
01 Project Approach	1-1
02 Project Team	2-1
03 Firm Qualifications and References	3-1
04 Resumes	4-1
05 Staffing Labor	5-1
06 Project Schedule	6-1
07 Eligibility	7-1



April 17, 2023

South Feather Water and Power Authority
2310 Oroville Quincy Hwy, Oroville, CA 95966

SECURITY ASSESSMENT VULNERABILITY ASSESSMENT SECURITY PLAN UPDATES RFP RESPONSE

Dear Ms. McKillop,

Enclosed you will find our proposed statement of work to assist South Feather Water and Power Agency in meeting Federal Energy Regulatory Commission's Security Program (FERC) for Hydropower Projects Rev 3A requirements. Our proposed statement of work will complete Vulnerability and Security Assessments, and comprehensive updates of site-specific Security Plans for Security Group 1 and 3 Dams and appurtenant structures, while also developing internal training to support staff along with other requirements called out in FERC Rev 3A.

Gannett Fleming has extensive experience completing FERC Security Program requirements in your geographic area. Our team is well-versed in FERC's Security Program for Hydropower projects, with myself as a contributing member in the development of these requirements. We understand how FERC classifies dams for security purposes and what they require for Group 1, 2, and 3 dams.

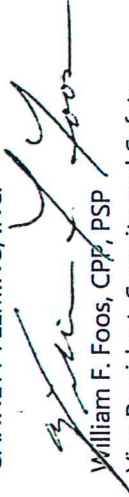
Since our firm's inception over 105 years ago, Gannett Fleming has developed a tradition of excellence in critical infrastructure engineering, systems engineering, dam safety, emergency preparedness, planning, design, and security and safety. We have assisted various utility clients with designing more than 100 new dams and water retention structures, modifications to more than 500 existing water conveyance structures, safety evaluations of more than 1,000 dams. **In addition, we have completed over 150 critical infrastructure security assessments, and more than 20 FERC Vulnerability and Security Assessments.**

Gannett Fleming currently employs more than 2,700 people with expertise in numerous disciplines that are available to support our team during our assessments, should the need arise. In the following proposal, you will find the defined scope of work and cost estimate to complete the FERC Security Program requirements for your Security Group 1 and 3 Dams.

We appreciate the opportunity to partner with you for your compliance needs. Please review and let me know if you have questions or need additional information to support your request. We look forward to working with you and your team.

Sincerely,

GANNETT FLEMING, INC.



William F. Foos, CPP, PSP
Vice President, Security and Safety
O 303.390.3977 | M 575.571.3412
wfoos@gfnet.com



01

PROJECT APPROACH



PROJECT APPROACH

The South Feather Water and Power SFWPA (SFWPA) requires services to perform reprints of the security documentation required by the Federal Energy Regulatory Commission's (FERC) Security Program for Hydropower Project Revision (SPHP) 3A for its facilities under FERC Project No. 2088-068 and Lake Wyandotte Dam (non-FERC). These services will be completed following the industry's best practice standards while ensuring compliance with FERC requirements.

INTRODUCTION

The FERC has established a national security framework for the dams that they regulate. This requires dam owners to design, implement, and manage an active Security Program. Dam owners are responsible for ensuring security at their projects (both physical and cyber); completing vulnerability (risk) and security assessments and security plans (as appropriate for the Security Group rating of the dam); implementing and maintaining security upgrades; and communicating with local law enforcement and nearby dam operators. Since the FERC Security Branch regularly inspects Security Group 1 and 2 Dams including all security documents (physical and cyber), physical security features and operational procedures in place at the project, they expect licensees to meet and maintain the requirements outlined in FERC SPHP Revision 3A.

Industry Best Standards: Gannett Fleming's team of experts will follow the industry's best practice standards while ensuring compliance with FERC requirements.

INTENT

This scope of work will assist SFWPA in completing the following:

1. A Security Group 1 Dam Vulnerability Assessment using FERC's Dam Assessment Matrix for Security Vulnerability Risk (DAMSVR) methodology for FERC No. P-2088: Little Grass Valley Dam, Sly Creek Dam, Lost Creek Dam, and Miners Ranch Dam. FERC only requires a single Vulnerability Assessment for Security Group 1 Dams under the same FERC Project Number. A Vulnerability Assessment for Security Group 1 Dams will include a Security Assessment as required by FERC SPHP Revision 3A.
2. Security Assessments for the Security Group 3 Ponderosa Diversion Dam and one non-FERC licensed facility (Lake Wyandotte Dam).
3. Cyber Security Assessment for each supervisory control and data acquisition (SCADA)/industrial control system (ICS) network as outlined in Section 9.0 of the FERC SPHP Revision 3A for all FERC licensed Projects to include completing the FERC Hydro Cyber/SCADA Security Checklist to determine cyber asset designation.
4. A gap analysis and subsequent update of SFWPA's Security Plan for P-2088 facilities to ensure compliance with FERC Security Plan requirements.

- Support SFWPA with update of the Internal Emergency Response and Rapid Recovery Plan and Emergency Notification and Communications to assist SFWPA in responding to a Security Incident, as required for all FERC Security Group 1 dams.
5. Development of Security Training Framework for a Security Awareness Program to support SFWPA in their Security Program implementation and employee education.
 6. Optionally, provide on call support to SFWPA with regard to FERC security program management requirements.

TASKS

The following tasks were designed to support SFWPA in meeting the FERC Security Program requirements for their Security Group 1 and 3 Dams and while performing a security assessment for their non-FERC regulated dam. .



Task 1: Project Management and Administration

This task covers the general management of contract requirements, coordination with SFWPA management through recurring status meetings, and providing a monthly progress report on the status of major milestones to accompany the monthly invoice. This task and subsequent subtasks are intended to be maintained throughout the entire length of the contracted work to ensure Gannett Fleming meets the expectations of SFWPA.

Subtask 1.1. Project Controls

Monthly invoices shall be prepared and submitted to SFWPA with reasonable details of the time incurred by personnel assigned to the project for each month. Invoices will be broken down by task and include the following: contract number, total contract amount, detailed charges for the current invoice period, total charges to date, current amount remaining. Gannett Fleming shall be responsible for the management of the project team's overall project controls,

actively coordinating with SFWPA's designated Project Manager to manage project costs, project schedule, and document controls. Project Controls Subtask includes the following activities:

1. Develop and review monthly invoices to submit to SFWPA personnel that include the contract number, total contract amount, detailed charges for the current invoice period, total charges to date, and the amount remaining.



Subtask 1.2. Project Reporting

Monthly progress reports shall be prepared and submitted to SFWPA that will accompany Gannett Fleming's invoice. These reports will include progress-to-date, schedule updates, SFWPA action items, team action items, status of deliverables, problems encountered with suggested solutions, budget versus actual expenses, and anticipated work for the next month. Project Reporting Subtask includes the following activities:

- Develop monthly progress status reports to be submitted with the invoice after review.

Subtask 1.3. Project Meetings

Project meetings may be held at SFWPA's Power Division HQ office or via a videoconferencing platform. The following meetings are

required to support the successful execution of this project. The Project Meetings Subtask includes the following activities:

1. A Project kickoff meeting conducted within 10 ten days of awarding the Purchase Order (PO), or when convenient for SFWPA. The contents of this meeting will include a review of the scope of work, an overview of the FERC methodology required to complete the Vulnerability and Security Assessments and set expectations for the entire duration of the project.
2. Virtual monthly project progress meetings to review the Project Status Reports and ensure all project milestones are on schedule to be completed.
3. One pre-site inspection coordination meeting to determine on-site logistics and develop a site assessment schedule.
4. One Risk Management Workshop to review the initial results (Asset Security Risk values) of the Vulnerability Assessment, discussed in detail below in Subtask 3.3 Reports.
5. One Summary of Findings meeting to discuss all final findings from the Vulnerability and Security Assessments.
6. Project closeout meeting conducted no later than the last day of the PO.

Task 1 Deliverables Summary

Gannett Fleming will prepare all meeting agendas and provide meeting minutes and follow-up action items for review within two business days following the meeting.



Project Management Expertise: Gannett Fleming's project managers have successfully overseen FERC compliance projects for utilities throughout the United States, including several in California.

Task 2: Security Assessments



This task covers the specific actions for completing Security Assessments for the Security Group 1 and 3 Dams and associated appurtenant structures to meet FERC Security Group 1 and 3 Dam requirements as put forth in the FERC SPHP Revision 3A. This assessment evaluates the current state and effectiveness of on-site physical security measures and security procedures. The security assessment always considers known local adversaries, if applicable, but at a minimum, consider how a "generic" intruder on foot with no specialized tools, equipment, or weapons could gain access to all identified assets. The findings and recommendations from this analysis provide a basis to support security improvements. This task is intended to cover all Security Assessments that will be completed for the SFWPA, including the Security Assessment that will be used to support the Vulnerability Assessment outlined in Task 3.

Subtask 2.1 Dam Safety and Security

Related Document Review

Gannett Fleming will complete detailed reviews of all provided documentation that supports SFWPA's dam safety and security program. A thorough documentation review is necessary for Gannett Fleming to understand the purpose, size, and complexity of each asset under the scope of this effort. Gannett Fleming uses existing documentation to determine individual components of assets that need to be included in Vulnerability and Security Assessments and to support the development of a site assessment schedule. Documents required for review to support this project include but are not limited to the following:

1. Current Security Plans for all FERC licensed facilities to include site maps identifying current physical security measures.
2. Most recently completed FERC Vulnerability Assessments (identified by SFWPA as the 2010 Vulnerability Assessment for Security Group 1 Dams).

3. Any previously completed Vulnerability Assessment, Security Assessment, Regional Threat Assessment, or Cyber/supervisory control and data acquisition (SCADA) Assessment.
4. 2022 Emergency Action Plans (EAP) for P-2088 Dams and the Lake Wyandotte Dam.
5. 2022 SFWPA Owners Dam Safety Program Manual.
6. Exhibits of the current FERC license No. P-2088 that detail the following:
 - A. Exhibit A - Description of Project
 - B. Exhibit C – Construction History
 - C. Exhibit D - Project Cost and Financing
7. Cyber Inventory List as last reported to FERC.
8. Prior FERC Annual Inspection Reports and recent correspondence detailed below:
 - A. Consultant Safety Inspection Reports (CSIRs) and or FERC Part 12D Safety Inspection Reports
 - B. Potential Failure Mode Analysis (PFMA) Reports
 - C. Prior Correspondence on Security and Dam` Safety-Related Matters between SFWPA and FERC.
 - » Most recent correspondence letters with FERC resulting from previous inspections, Annual Security Compliance Certification (ASCC) submission and any associated follow-up correspondence from FERC.

Subtask 2.2. Physical Asset Inspections

Physical Asset Inspections, or on-site assessments, are required to evaluate the current physical security measures in place. Gannett Fleming completes on-site assessments for a thorough understanding of the type and purpose of each asset to determine criticality and evaluate if physical security measures in place are adequate. Part of the on-site assessment will include interviews with appropriate SFWPA personnel and management to understand project features, implementation, use, and effectiveness of physical security measures and security procedures outlined in Security Plan(s). Gannett Fleming will develop the on-site assessment

schedule during Subtask 1.3 after a review of all documentation provided in Subtask 2.1.

1. Gannett Fleming will complete site assessments for the following Dams and Appurtenant Structures with escorts from SFWPA:
 - A. Sly Creek Development
 - i. Little Grass Valley Dam and Reservoir
 - ii. South Fork Diversion Dam
 - iii. South Fork Diversion Tunnel
 - iv. Slate Creek Diversion Dam
 - v. Slate Creek Diversion Tunnel
 - vi. Sly Creek Dam and Reservoir
 - vii. Sly Creek Penstock
 - viii. Sly Creek Powerhouse
 - ix. Sly Creek Switchyard
 - B. Woodleaf Development
 - i. Lost Creek Dam and Reservoir
 - ii. Woodleaf Power Tunnel and Penstock
 - iii. Woodleaf Powerhouse
 - iv. Woodleaf Switchyard
 - C. Forbestown Development
 - i. Forbestown Diversion Dam
 - ii. Forbestown Power Tunnel and Penstock
 - iii. Forbestown Powerhouse
 - iv. Forbestown Switchyard
 - D. Kelly Ridge Development
 - i. Ponderosa Dam and Reservoir
 - ii. Ponderosa Diversion Tunnel
 - iii. Miners Ranch Conduit and Tunnel
 - iv. Miners Ranch Dam and Reservoir
 - v. Kelly Ridge Power Tunnel and Penstock

- vi. Kelly Ridge Powerhouse
 - vii. Kelly Ridge Switchyard
- E. Lake Wyandotte Dam and Reservoir

Subtask 2.3. Reports
Deliverables of this subtask will include three Security Assessment reports:

1. One for the Security Group 1 Dams and appurtenances that will support the Vulnerability Assessment
2. One for the Security Group 3 Ponderosa Dam
3. One for the non-FERC Lake Wyandotte Dam and Reservoir.

Each report will include the following sections to ensure compliance with FERC SPHP Revision 3A.

1. Introduction, Assets under Scope, Methodology Used, and Assumptions.
2. Critical Assets In Scope for the Assessment
3. Accessibility and Visibility of Each Critical Asset Identified

4. Analysis of the Effectiveness of Security Features in place considering known local adversaries but a “generic” intruder at a minimum.
5. Recommendations for Security Effectiveness Improvement.

Task 2 Deliverables Summary

Gannett Fleming will prepare three Security Assessment reports.

1. A Security Assessment for the Security Group 1 Dams and appurtenances under P-2088.
2. A Security Assessment for the Security Group 3 Ponderosa Dam
3. A Security Assessment for the non-FERC Lake Wyandotte Dam and Reservoir but evaluated with the same approach as all FERC assets.



Task 3. Vulnerability Assessment

This task covers the FERC Vulnerability Assessment which will identify vulnerabilities for critical project assets, assesses the current level of security in place, and measures the level of risk associated as it applies to identified threats. Gannett Fleming will use FERC’s Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) methodology to complete this Task. This methodology is employed to reassess vulnerability of FERC licensed assets periodically as conditions change and is useful as a prioritization tool for relative risk comparisons of individual assets at various project facilities. The DAMSVR methodology is based on determining an Asset Security Risk (ASR) value for each asset, where variables for each identified asset are assigned importance through a series of seven tables on a scale of 1 – 10. After determining the variables for each critical asset, the ASR value is determined by the formula outlined in the Dam Assessment Matrix For Security and Vulnerability Risk (DAMSVR) Comprehensive Manual dated June 5, 2009.

This Report will result in a single comprehensive DAMSVR Vulnerability Assessment for the South Feather Power Project Security Group 1 Dams and appurtenances. The DAMSVR report



SECTION #1 | PROJECT APPROACH

will include a Consequence Assessment, Structural Vulnerability Assessment (single points of failure analysis), regional Threat Assessment, and Security Assessment as supporting appendices that clearly document how results were reached for the DAMSVR Tables 1, 2, 6, and 7. The result of the DAMSVR Vulnerability Assessment will ultimately lead to recommended mitigation strategies to help SFWPA decrease overall risk to the project.

Our team will complete a site assessment, covered under Subtask 2.2 to support the Vulnerability Assessment. Efforts to support the Vulnerability Assessment include the following actions to meet the Security Group 1 Dam requirements.

1. Review and update a list of all critical dam-related assets identified by SFWPA through their previous assessment.
2. Review and update benefits provided by, and subsequent consequences of a loss, for each critical asset (see Subtask 3.3).
3. Review and update SFWPA structural vulnerabilities for each identified critical asset using security-specific engineering techniques performed by a Gannett Fleming licensed professional engineer. Discussion and input with SFWPA's engineering and operations staff will inform the structural vulnerability assessment (see Subtask 3.3)
4. Update SFWPA's regional assessment of the threat climate and identify potential man-made threats to P-2088 facilities (see Subtask 3.3).
5. Evaluate the effectiveness of current physical security measures and include any recommendations to improve the security posture (see Subtask 3.3).
6. Conduct a Risk Workshop to review the initial outcomes of the FERC Vulnerability Assessment and develop a plan and schedule for proposed risk mitigation recommendations (see Subtask 3.3).



Site Assessment Expertise. Gannett Fleming's assessments will ultimately lead to recommended mitigations of physical security and/or operational procedures to decrease overall risk for SFWPA.

Subtask 3.1 Vulnerability Assessment Review

Gannett Fleming will complete detailed document reviews before completing the on-site assessments, as discussed in Subtask 2.1. Gannett Fleming will review the previously completed Vulnerability Assessments before completing the required FERC reprint. Important documents to review for this Subtask include the following:

1. Current Security Plans for all FERC licensed facilities to include site maps identifying current physical security measures.
2. 2010 Vulnerability Assessment for Security Group 1 Dams.
3. Any other previously completed Vulnerability Assessment, Security Assessment, Regional Threat Assessment, or Cyber/SCADA Assessment.
4. Exhibits of the current FERC licenses under the scope that detail the following:
 - A. Description of Project
 - B. Construction History
 - C. Project Cost and Financing
5. Prior FERC Annual Inspection Reports.
 - A. Consultant Safety Inspection Reports (CSIRs) and or FERC Part 12D Safety Inspection Reports
 - B. Potential Failure Modes Analysis (PFMA) report
 - C. Prior Correspondence on Security and Dam Safety-Related Matters between SFWPA and FERC.
6. Most recent correspondence letters with FERC resulting from previous inspections and ASCC letters.

Subtask 3.2 Physical Asset Site Inspections

Gannett Fleming will develop the on-site assessment schedule during Subtask 1.3 after a review of all documentation provided in Subtask 2.1 and 3.1. Gannett Fleming will complete site assessments

for all dams and appurtenant structures with escorts from SFWPA, as identified in Subtask 2.2. Additional videoconferencing calls may be required with SFWPA personnel who can inform Gannett Fleming on operations if the appropriate Subject Matter Experts are unavailable during the schedule site assessments.



Subtask 3.3 Reports

The Vulnerability Assessment report will be completed using FERC's DAMSVR methodology. The updated reprinted Vulnerability Assessment will consist of a single report that includes a Consequence Assessment, Structural Vulnerability Assessment (single points of failure analysis), regional Threat Assessment, and Security Assessment as supporting appendices and document how Gannett Fleming arrived at the ASR values used in the Vulnerability Assessment report. Gannett Fleming will prepare a draft and final of the reports outlined below. The draft reports will be submitted to SFWPA for review before the Risk Management Workshop. Comments or changes resulting from the Risk Management Workshop will be incorporated into the supporting appendix reports. A draft Vulnerability Assessment report will be developed following the approach outlined in the DAMSVR Comprehensive Manual and will be provided to SFWPA for review after the Risk Management Workshop. A final Vulnerability Assessment with the four supporting appendix reports will be submitted to SFWPA for final acceptance.

1. **Vulnerability Assessment:** This assessment provides SFWPA with quantifiable data to uniformly assess the vulnerability of the South Feather Power Project's critical assets in accordance with Dam Assessment Matrix For Security and Vulnerability Risk (DAMSVR) Comprehensive Manual dated June 5, 2009, referenced in FERC's SPHP Revision 3A. To support this methodology, Gannett Fleming has developed a process

of utilizing four supporting appendix reports to document assumptions and findings that support four of the seven tables in the DAMSVR Manual (See Appendix A of the DAMSVR Manual).

2. **Consequence Assessment:** This assessment determines the benefits the South Feather Power Project provides by identifying direct earnings, such as the revenue generated through the sale of electricity, and indirect benefits, such as tourism, recreation, and environmental protection. Following the DAMSVR methodology, a FERC-prescribed Consequence Table is used to evaluate the level of consequences that might result from an uncontrolled water release. The consequences, as defined by the FERC DAMSVR process, include the following:
 - A. Population at risk located within 0 to 3 miles of the dam, 3 to 60 miles of the dam, the entire flood-inundated area, and the population at risk.
 - B. Economic impact resulting from damage incurred by the uncontrolled release of water, downstream properties, replacement costs of the project, lost revenue, and environmental damages.
 - C. The disruption of services that impact local, regional, state, multi-state, or international economies or lines of communications.

The updates to the consequence assessment for the entire South Feather Power Project is a significant risk factor that is used in calculating asset security risks.

3. **Structural Vulnerability Assessment:** This assessment evaluates the structural vulnerabilities of the project's assets, providing an analysis of an organization's assets and facilities by identifying areas of weakness and/or single or multiple points of failure that an aggressor could exploit to enable or achieve a level of damage, destruction, or impact to the mission of the facility or organization. This study considers intentional, man-induced threats and does not include natural (earthquake, flooding, fires, etc.) or accidental events or scenarios. The identified single points of failure are discussed in the assessment with

the associated tools, techniques, and procedures (TTP) that an adversary would likely use to destroy equipment or associated components. These tools will be used to justify the FERC-prescribed Vulnerability Table ratings within the DAMSVR.

The result of this subtask is a single report that discusses all single points of failure for the Security Group 1 Dams and appurtenances under P-2088.

4. **Threat Assessment:** This assessment identifies credible and potential man-made threats to the facilities under scope. Identifying and analyzing adversaries and their associated actions provides a baseline to recommend the most appropriate design basis threat (DBT) for which the security program should be based. As prescribed by FERC within SPHP, a minimum of five design basis threats will be evaluated and measured for the threat actor's presence, capability, history, motivation, and intent. The result of this subtask will be an updated single report that discusses the entire region that SFWPA assets reside. This regional threat report will support the Security Assessments for the FERC Security Group 3 Ponderosa Diversion Dam and Reservoir and non-FERC Lake Wyandotte Dam and Reservoir.



5. **Security Assessment:** This assessment evaluates the current state and effectiveness of on-site physical security measures and security procedures. The security assessment, in support of the vulnerability assessment, will be evaluated as to their effectiveness against the 5 DBTs prescribed by FERC to be evaluated through the risk assessment process. The findings and recommendations from this analysis provide a basis to support security improvements. The result of this subtask is a single report that measures the effectiveness of the security measures in place for all Security Group 1 Dams and appurtenant structures for P-2088.

6. **Risk Management Workshop and Development of Implementation Plan and Schedule:** The purpose of a Risk Management Workshop is to lead key SFWPA personnel through the initial results of ASR values derived from the DAMSVR methodology for each critical asset and assist in creating a realistic plan and schedule to support recommendations reportable to FERC. The Risk Workshop is expected to take place over a four-hour time block. Outcomes that result in changes to ASR values will be re-briefed to SFWPA personnel if needed.
7. **FERC Security Checklists (v5a)** for all assets under the South Feather Power Project P-2088 licenses. This checklist is a requirement for the ASCC, due before December 31 every year. Since Gannett Fleming will be on site, a checklist for each Development location will be completed.

Subtask 3.4 (Not in RFP): FERC Cyber Security Assessment and Compliance Update

Cyber Security Assessment for the Computer Security and SCADA Network as Outlined in FERC Security Program for Hydropower Projects Revision 3A, Section 9.0 Computer Security and SCADA for all FERC Licensed Facilities.

1. Verify and update Cyber Asset Classifications.
2. Complete the FERC Hydro Cyber/SCADA Security Checklist Form 3 for all SCADA networks, which includes a recommended implementation plan and schedule for identified improvements

- to support FERC annual reporting requirements (Attachment 2-Cyber Asset Designation Worksheet of the ASCC).
3. All recommendations will consider existing North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) program elements to support the current Cyber/SCADA security related to the applicable facilities.
4. Deliverables will include a Cyber Security Assessment to meet the FERC Security Program for Hydropower Projects Revision 3A Section 9.0 Computer Security and SCADA requirements with a recommended implementation plan and schedule.

Task 3 Deliverables Summary

Deliverables for this task will include:

- A. Comprehensive FERC Vulnerability Assessment with Asset Security Risk values derived using the DAMSVR methodology and supported by the below Assessments. The Vulnerability Assessment will also include a plan and schedule to address recommendations that reduce risk (reviewable by FERC).
 - i. Consequence Assessment
 - ii. Structural Vulnerability Assessment
 - iii. Regional Threat Assessment
 - iv. Security Assessment
 - v. Plan and Schedule
- B. A FERC Security Checklist for each P-2088 Security Group 1 and 2 Dam and appurtenant structures (all locations identified under Subtask 2.2 with the exception of the Lake Wyandotte Dam and Reservoir which is not a FERC asset).
- C. Cyber and SCADA Assessment report inclusive of the following FERC Requirements;
 - i. Cyber Asset Designation
 - ii. Remote Operation Determination
 - iii. Cyber / SCADA Consequence Determination
 - iv. Completed FERC Hydro Cyber / SCADA Security Checklist Form 3

- v. Findings and recommendations
- vi. Implementation plan and schedule



DAMSVR Experts: Our team is the most experienced and best trained in the application of FERC's DAMSVR methodology.



Task 4: Site Specific Security Plan Updates

This task covers Gannett Fleming's completion of a gap analysis and subsequent update to SFWPA's Security Plan and site-specific annexes to support FERC P-2088

Security Group 1 and 3 Dams and appurtenant structures. A Security Plan includes the "Standard Operating Procedures" relating to the management of personnel, informational, physical, cyber, and procedural security measures necessary for the safe and secure operation of the FERC licensed facilities. It contains comprehensive prescriptive directives as to how the plan is implemented within SFWPA. To support SFWPA in meeting the FERC SPHP requirement for Security Plans, Gannett Fleming will complete a gap analysis that compares the most current version of SFWPA's Security Plan to the FERC Group 1 Security Documentation Checklist to identify any gaps in the current Security Plan and provide recommendations for improvement. Based on the findings of the gap analysis, Gannett Fleming will revise SFWPA's FERC Security Plan by making updates that will contain general project information and supporting annexes for each dam that contains site-specific information. Making updates to one Security Plan with site specific annexes will reduce the redundancy of organizational information that is standardized for all of SFWPA's dams, and ensure location-specific security measures, site descriptions, and site access procedures are contained in a useable, site-specific security plan annexes.

Subtask 4.1 Security Plan Review

Gannett Fleming will review and determine the necessary updates required to the site-specific Security Plans SFWPA prepared in the calendar year 2022. Reviews will include all previous recommendations made for the improvement of physical security

description mapping, security systems, maintenance and testing programs, site-specific threat condition measures, and policy and document improvements. After a draft gap analysis has been completed based on a review of the current Security Plans, the recommendations will be shared with SFWPA and together we will agree upon the updates that Gannett Fleming will make to the existing Security Plans.

Subtask 4.2 Reports

Gannett Fleming will prepare a draft and final Security Plan gap analysis report that identifies gaps and areas of improvement based on the FERC Group 1 Security Documentation Checklist for all P-2088 Dams and appurtenances.

Gannett Fleming will update SFWPA’s FERC Security Plan and develop site-specific annexes to include the following FERC’s SPHP required and recommended sections:

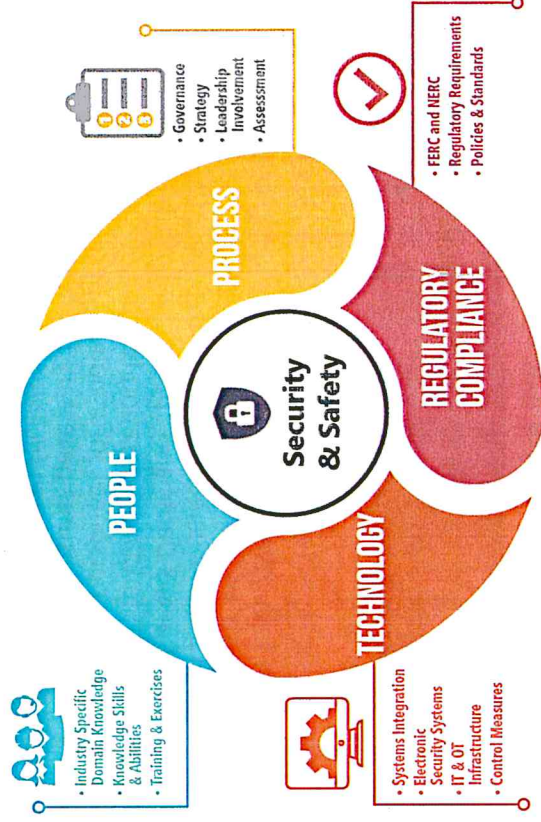
1. List of Critical Physical Dam-Related Assets
2. List of Restricted Areas
3. Physical Security Description and Inventory
4. Standard Operating Procedures that include but are not limited to SFWPA’s training requirements, document control procedures, employee duties.
5. Access Control
6. Key Control
7. Threat Level Contingency Planning (measures unique to SFWPA to address an Elevated or Imminent Alert issued by the Department of Homeland Security).
8. Communication Procedures and Redundancies
9. Information Technology / SCADA
10. Security System Maintenance, Testing and Resources (lifecycle replacement)

11. Internal Emergency Response and Rapid Recovery
12. Bomb Threat and Civil Disturbance Procedures
13. Updates to physical and operational security procedures captured in a revision log.

Task 4 Deliverables

Deliverables for this Task will include the following:

1. One Security Plan Gap Analysis compared against the FERC Group 1 Security Documentation Checklists with recommendations to improve the Security Plan and site-specific annexes.
2. Update the Security Plan to reflect current operational and physical procedures standardized throughout SFWPA and ensure the Security Plan is in compliance with FERC SPHP Revision 3A.
 - A. If a site-specific annex for a FERC Project number does not exist, Gannett Fleming will create a template together



with SFWPA work to complete the relevant content to ensure compliance with FERC SPHP Revision 3A.

B. Updates to the Security Plan will include elements of FERC's requirements for an Internal Emergency Response and Rapid Recovery Plan if they currently exist. If not, please refer to Task 6 described later in this proposal.

C. Updates to the Security Plan will include a review and update to the existing SFWPA Emergency Notification and Communications for use during a Security Incident.

D. Updates to site specific security measures captured in the plan annexes will include detailed inventories of physical security measures identified and documented by Gannett Fleming during Security Assessment site inspections.



Task 5: Internal Training Framework

This task covers Gannett Fleming's development of a training framework that will assist SFWPA in providing annual security awareness training as prescribed by FERC and shall take into consideration

findings and recommendations from the various assessments performed in this scope of work. An effective security program depends on early detection and assessment of developing security situations. This relies on SFWPA personnel to know how to identify threats for swift detection and assessment. Security awareness training is the process of educating people to understand, identify, and avoid threats. The ultimate goal is to prevent or mitigate harm to both the organization and its stakeholders and reduce human risk.

Gannett Fleming will develop a training framework that will allow SFWPA to educate and train their personnel on how to identify and report security threats. The training framework will include training topics, outlines, suggested audience and frequency of training. This framework will include:

1. Development of a Training Syllabus
2. Review through a workshop with the client for approval
3. Development of Two (2) Sets of Training materials

- A. Train the Trainer Materials
- B. Student Training Materials

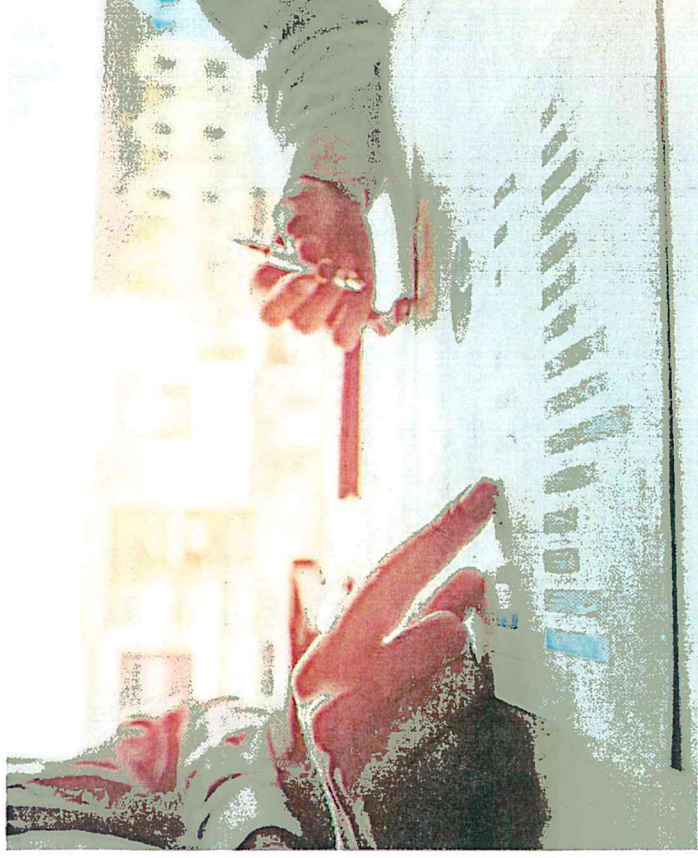
4. Conduct training overview with SFWPA trainers and submit the completed materials to them for their presentation..

Task 5 Deliverables

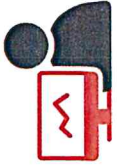
Submit Draft Security Training Framework for SFWPA review and comment. Within 10 business days of receiving SFWPA's comments, submit the Final Security Training Framework.

Final deliverable will be comprised of,

1. Training Syllabus
2. Training presentation material for Trainers
3. Training presentation material for employees



Task 6 (Not in RFP): Internal Emergency Response / Rapid Recovery Plan



This task was not called out specifically in the RFP, but was implied based on SFWPA response to the questions, "SFWPA is requesting a firm to conduct the Security Assessments in accordance with the FERC Guidance for Security Program for Hydropower Projects (Rev 03/30/2016) and all other applicable FERC requirements". In accordance with FERC SPHP Rev 3a, it requires all Security Group 1 Dams to have an Internal Emergency Response and Rapid Recovery Plan (IE3RP). This may be considered a sub-element of the Security Plan. Additionally, according to FERC's Chapter 6 on Emergency Action Plans, Dams that provide critical resources to a community should have a recovery plan. Gannett Fleming propose to conduct a gap analysis of the IE3RP elements to include cross reference with existing PFMA by reviewing existing plans, i.e. Security Plan, Emergency Action Plans, PFMA, or company Business Continuity of Operations Plans, etc. to be provided by SFWPA. We will assist in making updates to existing documented plans to better accurately reflect the requirements outlined by FERC in both referenced documents, Rev 3a. and Chapter 6. If it is agreed that a separate IE3RP plan document needs to be developed where one doesn't exist, additional scope requirement will need to be negotiated beyond what is proposed in this task and cost estimate.

Optional Task: FERC Advisory Services

This optional Task is included for Gannett Fleming to advise and support, at the discretion of SFWPA, on the completion of FERC Security Program document requirements that include:

1. Completing Annual Security Compliance Certification (ASCC) requirements.
2. Responding to FERC inspection findings.

3. Provide continuous support on existing Security Program documentation developed by Gannett Fleming throughout the contract.

4. As needed, provide guidance and advice on Security Program improvement planning, phasing, and scheduling.

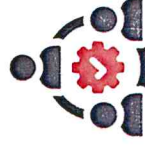
5. Perform security documentation reviews and select revisions on annual FERC Security Program requirements and streamline all revision dates with ASCC filing:

- A. DAMSVR Vulnerability Assessment Annual Review with Recommended Updates.

- B. Re-evaluate ASR values after security improvements are completed in the calendar year.

- C. Security Plan Annual Reviews and Updates for FERC licensed facilities .

Costing for these services is not included in our cost proposal. Costing will be provided upon request from SFWPA.



Assumptions

SFWPA will provide access to all relevant documents that support the current security program including but not limited to the following:

1. Current Security Plans for all FERC licensed facilities to include site maps identifying current physical security measures.
2. Any previously completed FERC Vulnerability Assessment, Security Assessment, Threat Assessment, or Cyber/SCADA Assessment.
3. Past five years of FERC Security Branch inspection findings.
4. Most recent correspondence letters with FERC resulting from previous inspections and ASCC letters.
5. Exhibits of the current FERC licenses under the scope.

SECTION #1 | PROJECT APPROACH

- A. Description of Project
 - B. Construction History
 - C. Project Costs and Financing
6. Updated (most recently dated).
 - A. Emergency Action Plan
 - B. Inundation Maps
 - C. Potential Failure Modes Analysis
 7. As-built drawings of FERC Project facilities.
 8. Security system design drawings.
 9. Economic impact studies, if completed.
 10. Any security studies previously performed (e.g., spillway, embankments).
 11. Relevant operating procedures and operating manuals.
 12. Cyber Inventory List as last reported to FERC.
 13. Consultant Safety Inspection Reports (CSIRs; FERC Part 12D Safety Inspection Reports).

Additionally, we assume that SFWPA will make available key personnel to provide the necessary information required to facilitate document reviews, site assessment visit, and review all contractor-supplied documents/revisions. SFWPA key staff will be available for virtual meetings to complete cyber asset inventories if key personnel are unable to attend the site visit. It is recommended that SFWPA complete the ASCC Attachment 2-Cyber Asset Designation Worksheet notes section for all Security Group classified Dams, which will assist in collecting information to support the Cyber/SCADA Assessment.

Gannett Fleming will complete the FERC Security Checklist (v5a) for the Security Group 1 and Group 3 dams shortly after the site assessments and shall be part of the Task 3 deliverables. The FERC Security Checklists (v5a) are a requirement for the FERC ASCC letter.



02

**PROJECT
TEAM**



PROJECT TEAM

Throughout our history, Gannett Fleming has established a strong reputation for providing high-quality services by meeting our client's budget and schedule requirements and exceeding client expectations.

At Gannett Fleming, we are serious about the quality of our personnel, projects, and performance. Our Quality Management System (QMS) defines the processes we use to execute every project across the firm, regardless of scope or scale. Through this process, we ensure that our personnel are executing tasks with consistency and high-quality. We follow these processes from project development through project closeout and every step in between to deliver successful projects for our clients. But we do not stop there.

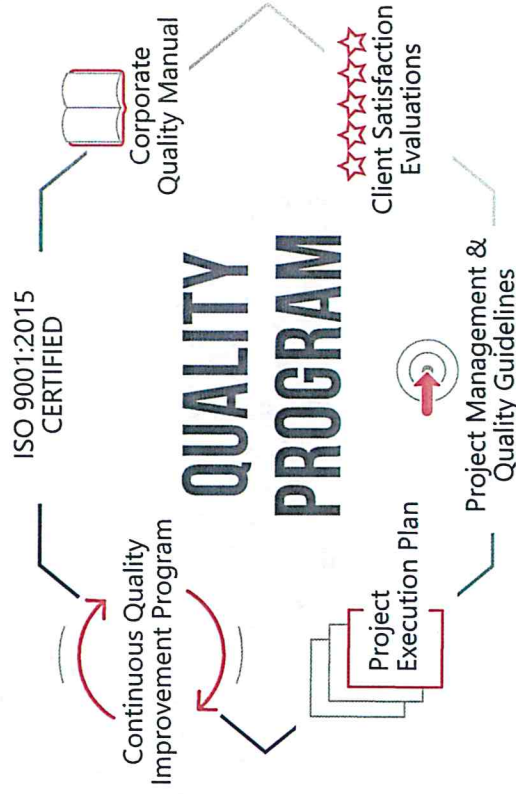
Our QMS also is certified to the ISO 9001:2015 Standard for Quality Management Systems. We request client input through formal surveys for each of the thousands of projects Gannett Fleming completes annually. We are proud to consistently receive client satisfaction ratings of 94 percent or higher, which confirms that we successfully achieved our client's goals.

Gannett Fleming's Project Team's Commitment to Quality. It is our firm's mission to Amaze our clients with responsiveness and innovation and become their trusted advisor.

Gannett Fleming's certification requires the Project Management Team to have oversight and supervision of this contract through QA/QC at every step of the project, to ensure all employees are functioning at acceptable levels of performance, performing their

assignments related to each deliverable are completed on time, and all reporting requirements are honored.

At every level, our employees take ownership of Continuous Quality Improvement, asking themselves what they can do to contribute to Gannett Fleming's quality objectives and our company mission.



The following pages demonstrate the depth of our experience, in addition to individual bios of our team members.

ORGANIZATIONAL CHART

An organization chart depicting reporting lines of our team members is provided below. Full resumes are provided in the "Resumes" section of this proposal. Our team has the availability to execute the project within the identified schedule. Our team members are also expected to be on the project throughout the entire duration. If an unexpected issue should arise, Gannett Fleming will notify and discuss with SFWPA.



SOUTH FEATHER WATER AND POWER AUTHORITY

LEGEND

 Key Personnel





Project Principal / Director
William Foss, CPP, PSP

Summary of Qualifications and Experience

William (Bill) Foss, CPP, PSP will serve as the Project Principal. As Project Principal, Bill's primary role will be to provide general project oversight, report reviews for quality management, and leadership with the aim of improving project outcomes for SFWPA.



Benefits to South Feather

Experienced in performing and conducting audits of threat, security, vulnerability, and risk assessment programs; developing mitigation strategies; preparing emergency response plans and continuity of operations plans; and more.



Project Manager / Senior Analyst
Alicia Baehr, PSP, CPD

Summary of Qualifications and Experience

Alicia Baehr, PSP, CPD, will serve as the Project Manager and lead Senior Analyst. Alicia will be responsible for planning, overseeing, and participating in all tasks and on-site assessments and ensuring all deliverables meet the needs of SFWPA.



Benefits to South Feather

Experienced in performing and conducting security risk assessments in accordance with FERC DAMSVR methodology, threat and security assessments, CPTED certified, and conducted over 50 dam site security assessments.



Lead Consultant / QAQC
Sherylyn (Sher) Beard, JD

Summary of Qualifications and Experience

Sher Beard, JD, will serve as the Assistant Project Manager and Lead Analyst. Sher will be responsible for deliverable development, serving as the subject lead for the Security Plan update.



Benefits to South Feather

Supports implementation of and compliance with FERC, State and other dam safety and environmental related regulations, licenses, permits, programs, initiatives and inspection programs and more.



Analyst
Kelsey Short

Summary of Qualifications and Experience

Kelsey Short, will serve as an Analyst. Kelsey will be responsible for deliverable development and participate in the on-site assessments.



Benefits to South Feather

Assists with various project initiatives and business development strategies that provide consulting services, which include development and implementation of emergency and security plans.



Staff Engineer (Structural Analysis)
Robert Lankford, PE

Summary of Qualifications and Experience

Robert Lankford, PE, will serve as the Engineering Lead and be responsible for the Structural Vulnerability Assessment, providing the appropriate vulnerability values for each critical asset. Robert will participate in the on-site assessment.



Benefits to South Feather

Experience includes existing dams and appurtenant features in support of dam safety, including gravity and arch dams, intake towers, surge tanks, and tainter gates.



Senior Consultant
Joachim Gloschat, Jr., CPP, PSP, PCI, CBCP, CPD

Summary of Qualifications and Experience

Joachim Gloschat will serve as Threat Specialist for this project. Using his dam security program and training experience, Joachim will provide cost-effective security services related to updating the security program documentation and training/exercises. He has more than 25 years of experience evaluating organizations' existing security programs; recommending improvements to security programs covering all relevant components.



Benefits to South Feather

Experience conducting comprehensive threat assessments as part of a risk or vulnerability assessment using Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) methodologies.



Technical Analyst
Charlie Yun

Summary of Qualifications and Experience

Charlie Yun will serve as Technical Analyst and will be responsible for the Cyber Security Assessment and supporting the SCADA threat scenarios required as part of the Security Group 1 Dams. Charlie will be responsible for technical data analysis. Charlie will participate in the on-site assessments.



Benefits to South Feather

Experience with identification of data acquisition systems such as SCADA, Operational Technology, and industrial control systems (ICS) with an in-depth understanding of the FERC Chapter 9 Computer Security and SCADA requirements with multiple cybersecurity assessments performed.



FIRM QUALIFICATIONS AND REFERENCES



FIRM QUALIFICATIONS

Gannett Fleming, Inc. is an international engineering company active in almost every phase of consulting engineering since its establishment in 1915. The company has performed thousands of assignments in all 50 states and in more than 65 countries around the world.

Firm Overview

Gannett Fleming provides water resource, environmental, transportation, and industrial engineering services; planning; land development; and construction engineering and management. We offer specialized services in geotechnical engineering and engineering geology, hydrogeology, architecture, structural engineering, mechanical and electrical engineering, computer assisted design, management information systems, geographic information systems (GIS), physical security, public safety, and emergency management services.

Gannett Fleming currently employs more than 2,700 people with expertise in numerous disciplines to support all aspects of critical infrastructure. The staff includes civil, electrical, mechanical, structural, hydraulic, and sanitary engineers; architects; surveyors; geologists; soils scientists; hydrologists; environmental scientists; and technical and business analysis management professionals. Our full staff of engineering professionals work closely together to provide quality, responsive services throughout the United States.



Gannett Fleming is ranked 30th among the nation's top 500 Design Firms and 8th among the Top Dams and Reservoir firms by Engineering NewsRecord. Since our firm's inception over 105 years ago, we have developed a tradition of excellence in critical infrastructure engineering, systems engineering, emergency preparedness, security and safety, planning, and design.



100+	14+	8+	35+	12+
DAM SECURITY ASSESSMENTS <i>Since 2013</i>	FERC SECURITY TRAINING SESSIONS <i>Since 2013</i>	FERC HYDROPOWER SECURITY PROGRAM CYBER ASSESSMENTS	FERC EAP EXERCISES <i>Since 2014</i>	DAM SECURITY EXERCISES <i>Since 2015</i>



FERC Expertise

The Gannett Fleming Security & Safety team possesses the capabilities, experience, and certified expertise to ensure your EAP, security, and public safety programs comply with the FERC requirements. Our specific FERC regulatory compliance services include:

General:

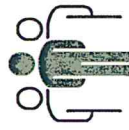
- Program audits, third-party evaluations, and gap analysis.
- Program maintenance.

Security:

- Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) studies.

- Security assessments and revisions.
- Threat, vulnerability, and risk assessments and revisions.
- Security plan development and revisions.
- Security plan exercise planning and support.
- Annual Security Compliance Certification letter support.
- Annual physical security checklist support.
- Security branch inspection planning and support.

As emergency management, security, and safety technology and practices evolve, Gannett Fleming stays on the leading edge of the industry. We identify solutions that meet your specific needs in the most cost-effective manner. Our company can provide inspection, design, construction, and project management services as a complete turnkey solution for all emergency management, safety, or security project enhancements.



Firm Experience with Public Entities

Since the early 1980's, we have provided engineering services for more than 100 assignments throughout California. We have worked with dozens of government municipalities, counties, and departments in the state, including the California Department of Water Resources (DWR), United Water Conservation District (UWCD), and Yuba County. With six



offices in California, strategically located in Roseville, San Francisco, Oakland, Irvine, Los Angeles, and San Marcos, we have an in-depth understanding of the local, state, and federal regulatory requirements, the natural threats, and the challenges facing California dam owners and government municipalities. We will use this knowledge and experience to help SFWPA prepare for and respond to FERC requirements.



Our Commitment to Quality

Gannett Fleming is committed to quality in all of our services through application of an effective and robust Quality Management System (QMS), certified under the ISO 9001:2015 Standard, that maintains a culture of consistency in work products, continual improvement of our processes, and innovation in our technical solutions. Responsibility for meeting these principles is held at the highest level within the organization to ensure that we achieve the objectives of our projects while bringing high value to our clients.

Beyond solid technical capabilities and industry knowledge, Gannett Fleming uses an integrated approach from a risk, security, and emergency management perspective. Our team will be led by Bill Foos who has over 35 years of experience providing consulting services on security and safety related issues for clients. He is involved in the technical aspects of security principles for physical protection systems, conducting audits, developing mitigation strategies, and complying with FERC guidelines. Our project management team members are well versed in all aspects the requirements outlined in the RFP. The goal of this project is to bring to bear appropriate and qualified resources that can help meet the level of effort required by SFWPA.

During project execution, technical deliverables undergo multiple layers of formal QA/QC verification performed by independent, qualified reviewers. At completion, the QMS requirements extend through project closeout including a lessons learned analysis focused on identifying opportunities for improvement in the processes used and best practices applied. Gannett Fleming's mission is to amaze our clients with our timeliness, quality, responsiveness, constructability, and innovation and become their trusted advisor, promote a rewarding

SECTION #3 | FIRM QUALIFICATIONS

work environment, and provide a fair return on investment. Our values of ethics, quality, safety, sustainability, and diversity are at the core of everything we do.

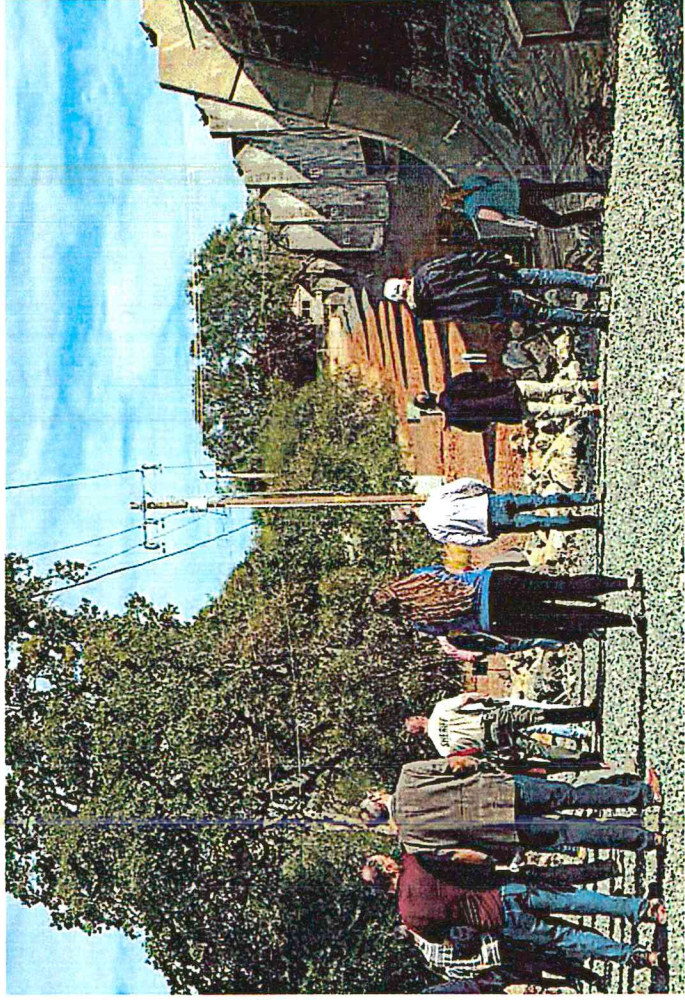
Our culture of service, ingenuity, and responsiveness empowers us to fulfill our key mission: make our clients successful. We solicit Client Satisfaction Evaluations (CSEs) from every client. Our CSE form includes six individual measurement points, including technical quality, timeliness, cost effectiveness, dependability/reliability, cooperation, and communication, and an "overall performance" assessment. Clients evaluate our performance on a scale of 5 (highest) to 1 (lowest). These evaluations demonstrate our commitment to our clients and our ability to complete tasks on time, within budget, and to the highest quality standards. Our project team uses thoroughly developed processes and tools to deliver the expected results, according to quality, cost, and schedule objectives.

Our clients rated Gannett Fleming on a scale of 1 to 5 in the following areas:

Technical Ability	5.0
Timeliness	4.8
Cost	4.8
Cooperation	5.0
Communication	4.8
Dependability	5.0
Overall Performance	4.8

**80%
PERFECT
SCORES**

(SCALE OF 1 TO 5)



REFERENCES

SECURITY COMPLIANCE SERVICES

California Division of Water Resources, State Water Project (SWP), State of California



PROJECT STATUS:
Ongoing since 2016

PROJECT SIMILARITIES:

- Security Assessments in accordance with the FERC Guidance for Security
- Security program compliance audits, reviews, and updates

CLIENT CONTACT:
John Rizzardo
Phone: 916.653.1292

COMPLETION DATE:
Ongoing

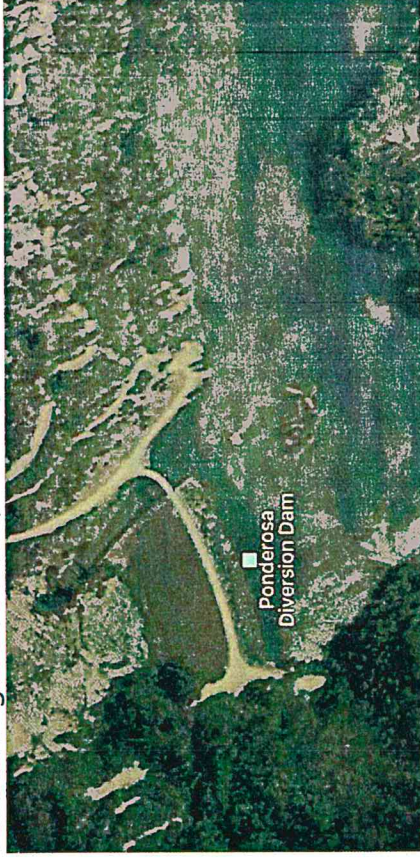
Gannett Fleming is assisting the California Department of Water Resources (DWR) State Water Project (SWP), is providing research, analysis, and technical support to DWR to enhance its SWP Field Division's long-term Security Management Program requirements. We are conducting security assessments and vulnerability studies of all critical assets identified, directed, and required by the FERC, the North American Electric Reliability Corporation's Critical Infrastructure Protection (NERC-CIP), and SWP Security for Cedar Springs Dam, Oroville Dam. We performed security program compliance audits, reviews, and updates to related security program documents; developing new or revising site-specific security plans for all SWP critical infrastructures; and developing conceptual drawings and preliminary cost estimates of any recommendations and findings to support the DWR/SWP budgetary process.

We have planned, developed, and facilitated both training and tabletop exercises focused around each field divisions' Security Plans. Gannett Fleming provided a facilitator, SME, and recorder for the security plan tabletop exercise and after-action process; prepared an update of the security plans; performed site security inspections and assessments; and provided recommendations for future revisions with the goal of improving the overall DWR Field Divisions' Dam Safety and Security Program.

As part of our security compliance services, we have reviewed, developed and updated the Internal Emergency Response and Rapid Recovery Plans for Southern and Oroville Field Divisions to ensure DWR's compliance with FERC's Security Program for Hydropower Project guidance.

ENGINEERING AND DAM SAFETY SERVICES

Turlock Irrigation District, Turlock, CA



PROJECT STATUS:
Completed

PROJECT SIMILARITIES:

- 5 year reprint to FERC SPHP 3a requirements
- Security Plan update

CLIENT CONTACT:

Jason S. Hicks, CAFM
 Manager of Security and
 Emergency Preparedness
 Phone: 209.883.8359

COMPLETION DATE:
12/31/2021

Turlock Irrigation District contracted with Gannett Fleming to review and assess the District's Don Pedro Reservoir Security Program to ensure compliance with Federal Energy Regulatory Commission's (FERC) required security program updates and advise on the implementation of best security practices in operational management. We performed the project in accordance with standards outlined in the FERC Hydropower Security Program Revision 3 a document effective 2016. Other tasks included updating a vulnerability report, security plans and procedures, emergency action plans, operational procedures, training documents, and all supporting documents outlined for Security Group 1 dams.

FERC SECURITY SERVICES

Yuba Water Authority (YWA), Marysville, CA



PROJECT STATUS:
Ongoing

PROJECT SIMILARITIES:

- Met the FERC requirements for providing Security and Vulnerability Assessments
- Security Plan update

CLIENT CONTACT:

Tim Truong
 Chief Dam Safety
 Engineer
 Phone: 530.740.7081

COMPLETION DATE:
6/30/2023

Gannett Fleming worked with Yuba Water Authority (YWA) on advisory services and support on matters related to the Federal Energy Regulatory Commission's (FERC) Security Program for Hydropower Projects Revision 3A. Services. Through this project, we ensured that YWA's Security Program complied with FERC security standards. Prior to this work, YWA retained Gannett Fleming to perform a review and Five-year reprint of the existing FERC DAMSVR Vulnerability Assessment for Project Nos. 2246 and 1403; complete a Cyber Assessment outlined in Section 9.0 of the FERC Security Program for Hydropower Projects Revision 3A for Project Nos. 2246 and 1403; and update the current Security Plan for facilities under FERC License Nos. 2246 and 1403 to ensure compliance with FERC requirements. Work continues on development of a Internal Response and Rapid Recovery Plan expected to be completed by the end of June 2023.

04

RESUMES





WILLIAM FOOS, CPP, PSP

Resume - Project Principal / Director

Gannett Fleming

YEARS OF EXPERIENCE:

40

REGISTRATIONS:

Certified Protection Professional (CPP);
ASIS International -
No. 15986 (2012)

Physical Security

Professional (PSP):

ASIS International -
No. 17172 (2012)

EDUCATION:

BA, Business

Administration,

University of

Nebraska, 1986

MBA, Business

Administration,

Campbell University,

North Carolina, 1997

AFFILIATIONS:

- Association of State Dam Safety Officials (ASDSO)
- United States Society on Dams (USSD)

William Foos, CPP, PSP, has 40 years of security and safety experience, including development of a state dam security program, and will use that experience to effectively advise the technical team on security compliance. He is experienced in performing and conducting audits of threat, security, vulnerability, and risk assessment programs; developing mitigation strategies; preparing emergency response plans and continuity of operations plans; developing and leading incident response and rapid recovery planning exercises; and conducting security audits.

Relevant Projects

Oroville Dam Project FERC P-2100 Table Top Exercises (TTX) and Functional Exercises (FE) for Emergency Action Plan (EAP) and Security Plan (SP), Oroville, CA. California Department of Water Resources. Senior Consultant and Project Manager for EAP support to plan, coordinate, execute, and report on EAP and SP regulatory compliance requirements. The FERC requires the licensee to conduct a TTX, SP exercise, and a FE every five years to test their EAP and SP in the event an incident leads to a dam failure. The services provided and currently being offered include compliance requirements for licensees such as annual EAP seminars with the licensee, local law enforcement, and downstream emergency response agencies to

He is highly involved in dam safety efforts, leading the development of FERC's security risk vulnerability process known as "Dams Assessment Matrix for Security and Vulnerability Risk." His consulting work with FERC over a 12-year span provides him with knowledge of our country's national policy and plans that apply to our critical infrastructure. Bill is actively involved in the Dam Sector as a Board Member on USSD and representative to both International Committee on Large Dams (ICOLD) and DHS-CISA Dam Sector Coordinating Council

verify knowledge and understanding of EAP contents. Conducting exercise series to test and validate the EAPs and SPs; observe the actions of responsible staff (the licensee, Emergency Management Agencies (EMA), and affected agencies) during the simulated emergency; identify and discuss possible changes to the EAP and SP to improve effectiveness; better coordinate downstream EMAs' EAPs or emergency operation plans (EOP) in conjunction with the licensee's EAP for the facilities to improve coordinated lists of contacts; and make improvement to EAPs and/or other emergency management documents such as a Crisis Communication Plan.

CA State Water Project – EAP Support, Statewide CA., California Department of Water Resources. Senior Consultant and Project Manager EAP exercise planning services in accordance with FERC licensee requirements. This included leading the development and execution of TTX and a FE to test their respective EAPs and SP Exercises in the event an incident leads to dam failure. Finding from the various exercises, to include annual EAP seminars, are captured in lessons learned and incorporated in annual updated EAPs.

North American Electric Reliability Corporation’s Critical Infrastructure Protection (NERC-CIP), Compliance Support, Sacramento, CA. California Department of Water Resources.

Senior Security Analyst and Project Manager in providing research, analysis, and technical support. Using the findings, recommendations, and reports prepared under previous task orders, our firm is performing work to support long-term Security Management Program requirements that include conducting security assessments and vulnerability studies of all critical assets identified, directed, and required by the FERC, the NERC-CIP, and SWP Security Program Instructions SP-2; performing security program compliance audits, reviews, or updates to related security program documents; developing new or reviewing and revising site-specific security plans for all SWP critical infrastructures; developing conceptual drawings and preliminary cost estimates of any recommendations and findings made throughout the course of this task order to support the budgetary process; and providing assistance on (1) confidential, for official use only (FOUO), and classified security information, data, and advisories related to government, water, electric power, cyber, dams, and communications infrastructure sectors; and (2) augmentation of threat, risk, and vulnerability analyses. Prepares and conducts

annual security training for staff and managers as it pertains to their security plans and identified gaps.

Public Safety EAP Support, CA. PG&E. Senior Consultant and Project Manager for ongoing EAP program support services that help maintain compliance with both FERC and State legislative requirements to maintain an effective EAP program for hydropower dam facilities. The support being provided include performing multiple EAP tasks. The EAP tasks include verifying compliance with the California Governor’s Office of Emergency Services (Cal OES), California Senate Bill 92 (SB 92), and the FERC. Services include EAP rewrite and printing support, Annual EAP updates, annual seminars, and exercises.

FERC Threat and Vulnerability Assessment, Oroville, CA.

California Department of Water Resources. Project Manager and Senior Security Analyst in conducting a Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) required by the FERC. The report included assessing more than 142 assets and associated components of the Oroville Hydropower Project. This assessment included applying five threats prescribed by FERC to six major structures and associated components, including the Oroville Dam, Hyatt Power Plant, Thermalito Diversion Dam, Thermalito Forebay, Thermalito Pump and Generation Facility, and Thermalito Afterbay. The project was performed in accordance with standards outlined in the FERC Hydropower Security Program. The recommendations captured at the end of the DAMSVR are being used to address gaps to the existing internal security and safety program for the dam and hydropower project.



ALICIA BAEHR, PSP, CPD

Resume - Project Manager / Senior Analyst

Gannett Fleming

YEARS OF EXPERIENCE:

15

REGISTRATIONS:

Crime Prevention Through Environmental Design (CPD): National Institute of Crime Prevention (2020)

Physical Security Professional (PSP): American Society of Industrial Security (ASIS) - No. 20177 (2017)

EDUCATION:

BA, Russian, Arizona State University, 2008

MS, Intelligence Management (summa cum laude), Henley-Putman University, 2013

AFFILIATIONS:

- American Society for Industrial Security International (ASIS)
- United States Society on Dams (USSD)

As a Security and Intelligence Analyst, actively contributes and supports various project initiatives and business development strategies that provide consulting services. Capabilities include developing and implementing safety/security policies, conducting threat and vulnerability assessments, preparing emergency response plans, performing risk assessments, performing preliminary hazards analysis, and providing recommendations to mitigate risks. Provides input and support for the development and design of physical protection systems. Assists senior staff in an assistant project manager role in the tracking of current and future project pursuits in all areas of security and safety related services for a diverse group of clients across multiple markets, including transportation, healthcare, aviation, water

and power utilities, and education. Contributes to the successful and on time execution of activities as dictated by project plans and deliverables. Serves as a multi functional team participant while assisting senior project managers in meeting critical deadlines, scheduling client meetings, and facilitating training. Tracks, documents, and participates in formal and informational sessions with clients. Actively participates in various project scoping, delivery, status, and execution meetings and all stages of project planning. Develops organized structures and processes for project initiatives and execution plans. Provides written and verbal status summaries to project stakeholders. Develops and maintains departmental status and reporting templates.

Relevant Projects

Federal Energy Regulatory Commission (FERC) Vulnerability Study, Yuba County, CA, Yuba County Water Agency.

Project Manager for a FERC Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) vulnerability assessment for FERC licensed project No. 2246 and 1403. Services include site inspections, Security Group 1 and 3 security assessments, DAMSVR vulnerability assessment five-year reprint, security plan gap analysis, and organizational security plan revisions.

Regulatory Security Support Services, Various Locations, CA, Southern California Edison.

Project Manager for the oversight of Federal Energy Regulatory Commission (FERC) Security Program advisory services and support on matters related to the FERC Security Program for Hydropower Projects Revision 3A requirements. These services include annual updates for FERC Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) vulnerability assessments, security plans for Security Group 1 and

2 dams, and general security program management in accordance with the industry's best practice standards while ensuring compliance with FERC standards.

Cowitz Falls Hydroelectric Project, Lewis County, WA, Lewis County Public Utility Department. Lead Security Analyst conducted a security assessment for the Group 3 Dam and Powerhouse to conform with ASIS Intl, Physical Security Best Practices, and Federal Energy Regulatory Commission (FERC) Group 3 requirements as put forth in the FERC Security Program for Hydroelectric Projects Revision 3A, NERC-CIP, and security program management in accordance with the industry's best practice standards. Also developed security plan gap analysis using the FERC Security Program for Hydropower Projects Revision 3A standard providing recommendations to the utility on improvements to meet FERC requirements.

Security Compliance Services, Federal Energy Regulatory Commission Vulnerability Assessment, Oroville, CA, California Department of Water Resources. Assistant Project Manager, Lead Coordinator, and Lead Analyst in the completion of a Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) vulnerability assessment report required by the FERC. The report included assessing more than 197 assets and associated components of the Oroville Hydropower Project and was supported by detailed threat, security, consequence, and structural vulnerability assessments. The vulnerability assessments included applying five threats prescribed by FERC to structures and associated components, including the Oroville Dam, Hyatt Power Plant, Thermalito Diversion Dam, Thermalito Forebay, Thermalito Pump-Generation Facility, and Thermalito Afterbay. The project was completed in accordance with standards outlined in the FERC Hydropower Security Program Revision 3A. The recommendations captured at the end of the DAMSVR are used to address gaps to the existing internal security and safety program for the dam and hydropower project.

Emergency Action Plans, Rosemead, CA, Southern California Edison Company. Project Manager overseeing development of templates for 23 emergency action plans (EAPs) to adhere to the requirements of the California Governor's Office of Emergency Services (Cal OES), California Senate Bill 92, and the Federal Energy Regulatory Commission (FERC). Efforts for this project include using existing EAPs to create a template and regulatory matrix for each of the 23 EAPs that Southern California Edison can use for submission for regulatory approval. Assisting the project team in the packaging of a single Group 1 FERC-regulated dam EAP for submission to Cal OES for approval.

Oroville Dam Project FERC P-2100 Table Top Exercises and Functional Exercises for Emergency Action Plan and Security Plan, Oroville, CA, California Department of Water Resources Assistant Project Manager assisting with the planning, development, and execution of an EAP and security plan tabletop and functional exercises for one dam to effectively exercise and assess the weakness of the current EAP and security plan. Assisted with the planning, development, and execution of a specialty tabletop exercise for a crisis communication plan developed in response to the after action report findings from the original EAP exercises. All exercises were carried out using the U.S. Department of Homeland Security's Homeland Security Exercise and Evaluation Program and included coordinating and communicating with more than 10 different emergency management agencies throughout the impacted area. Continually assisting client with planning, development, and preparation of annual EAP seminars to meet FERC requirements.



SHERYLYN (SHER) BEARD, JD

Resume - Lead Consultant / QAQC

Gannett Fleming

YEARS OF EXPERIENCE:
17

REGISTRATIONS:
California Attorney's License: The State Bar of California - No. 268719 (2010)

EDUCATION:
BS, Criminology, California State University, 2006
JD, Law, San Joaquin College of Law, 2009

Consultant, Security and Safety providing consulting services for hydropower compliance, security, public safety and emergency management related issues. Supports implementation of and compliance with FERC, State and other dam safety and environmental related regulations, licenses, permits, programs, initiatives and inspection programs; including the development and submission of required correspondence, reports and plans and overall compliance with 18 CFR Part 12, FERC Security

Relevant Projects

Vulnerability Assessments and Security Plan Revisions, Marysville, CA, Yuba County Water Agency. Analyst for site inspections, dam assessment matrix for security and vulnerability risk vulnerability assessments rewrite, security plan gap analysis, and security plan revisions.

Continuity of Operations Plan and Regulatory Security Services Support, Sacramento, CA, California Department of Water Resources. Analyst for the development of a continuity of operations plan (COOP) for the Reliability and Security Office and providing guidance for compliance with the Federal Energy Regulatory Commission (FERC) Security for Hydropower Projects Revision 3A.

Program for Hydropower Projects, Owners Dam Safety Programs and FERC Guidelines for Public Safety at Hydropower Projects. Develops and implements public safety plans, inspection and tracking programs, emergency action plans, tabletop and functional exercises of plans, security plans, security and vulnerability assessments, risk assessments and other regulatory driven correspondence, plans, reports, policies and guidelines.

Emergency Action Plan (EAP) Support, San Francisco, CA, Pacific Gas & Electric Co. Technical Writer for the development of PG&E's annual EAP status reports.

Regulatory Security Services and Emergency Action Plan (EAP) Support, Rosemead, CA, Southern California Edison. Analyst for security advisory services and reviewing and revising regulatory documentation. Revising Federal Energy Regulatory Commission (FERC) Security Program required documentation, drafting annual EAP status reports, security plans, developing mechanisms for tracking inspection findings, and providing guidance for security related issues as needed.

Indefinite-Delivery Indefinite-Quantity (IDIQ) Architectural and Engineering Services for Dam and Levee Safety Projects, National Levee Safety Guidelines Development, Nationwide U.S., U.S. Army Corps of Engineers, Louisville District. Co-Lead Author for the development of the Managing Levee Emergencies chapter of the National Levee Safety Guidelines, a joint effort between the USACE and the Federal Emergency Management Agency (FEMA) to fulfill the requirement of 33 U.S.C. Chapter 46 to establish nationwide levee best practices.

Tailings Management Emergency Preparedness and Response Plan (EPRP) Consulting Services, Phoenix, AZ, Freeport-McMoran. Technical Writer for Freeport McMoran's emergency preparedness and response plan (EPRP) program for tailings facilities. The project included the development of the foundation for the EPRP program. The EPRPs along with training, exercises, and simulations were prepared in accordance with the Global Industry Standard on Tailings Management (GISTM) industry best practices.

Emergency Action Plan (EAP) Tabletop and Functional Exercise, Northeastern U.S. Facilitator and Evaluator for the exercise of a water authority's EAPs and assessing the readiness of the internal and external participants.

Indefinite Delivery Contract (IDC) National Dam Safety Engineering and Design Services, Behavioral Communications Project, Nationwide U.S., U.S. Army Corps of Engineers, Huntington District. Analyst for the research of risk communication programs for local and state private and government owned utility companies and state dam safety regulators for consideration in inclusion of case studies for a behavioral risk communications project being conducted by the USACE. Also developed presentation materials and matrices for initial program selection process.

**EXPERIENCE PRIOR TO GANNETT FLEMING:
Southern California Edison (SCE), Big Creek, CA**

As Senior Advisor-Regulatory Affairs & Compliance, managed Federal Energy Regulatory Commission (FERC) license compliance plans and programs (emergency action plans (EAP), hydro security program, public safety program, dewatering notifications). Developed processes, scheduled, and conducted FERC inspections, FERC annual meetings, FERC construction packages, FERC incident reports (18 CFR §12.10), and routine regulatory correspondence for all of SCE's 20 FERC Hydroelectric project licenses. Scheduled, coordinated, and assisted in planning all of the annual call down drills and tabletop and functional exercises of the EAPs and security plans. Tracked FERC and Department of Safety of Dams (DSOD) inspection findings to confirm completion by the necessary departments. Provided project management support to make certain completion of outstanding inspection findings. Worked closely with SCE's Dam and Public Safety Department to make certain consistent and timely communication and compliance with FERC and other regulatory agencies. Served as a planning section chief for one of Generation's incident management teams. Maintained clear communication and strong relationships with regulatory agencies, external stakeholders, emergency agencies, and other operating units. Also performed risk assessments and provided education, training, and outreach to employees and agencies. Specific assignments included:

05

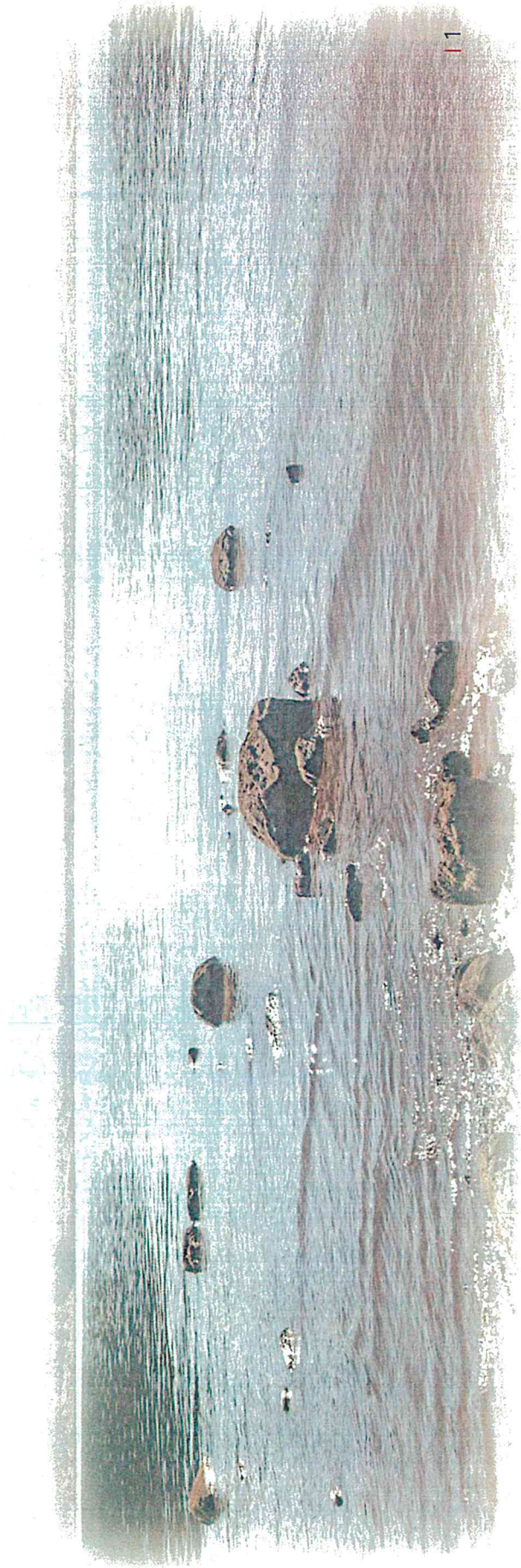
**STAFFING
LABOR**



COST PROPOSAL

Gannett Fleming understands this project will be conducted under a cost plus not to exceed effort. The enclosed table provides the anticipated labor effort for each individual along with their rate classification which reflects the fully burdened labor costs for the scoped effort as referenced in the RFP. The effort reflected in this cost proposal assumes that the existing security program documentation complies with FERC Security Program for Hydropower Projects Rev 3A requirements and only revising and reprinting of the documentation is required to fulfil SFWPA's Scope. However, Gannett Fleming reserves the right to revise the total cost as well as individual labor effort costs if existing documentation does not meet FERC requirements and warrants extensive modification beyond revising and reprinting. A mutually agreed upon change order will be submitted to address the additional effort required to complete a full rewrite of any of the security program documentation described in the RFP should it become necessary.

** Note – Tasks 3B and 6, which were noted in the approach and highlighted on the following table, were not originally in the RFP scope but are included in our proposal based on how SFWPA responded to the questions submitted during the Q&A portion of this solicitation.*



SECTION #5 | STAFFING LABOR

Gannett Flemming SFWPA FERC 5 Year Reprint (Security Compliance)

TASK NO	RATE CLASSIFICATIONS	STAFF TYPE								SUBTOTALS
		Director	Senior Analyst	Consultant	Senior Consultant	Staff Engineer	Analyst	Analyst	Analyst	
1		Project Management and Administration								
	Task Hours	5	35	19	8	11	19	24	9	130
	Labor Cost	\$1,490.00	\$6,160.00	\$3,971.00	\$1,936.00	\$1,870.00	\$2,709.40	\$3,422.40	\$1,283.40	\$22,842.20
2		Security Assessments								
	Task Hours	23	57	10	0	44	47	88	0	269
	Labor Cost	\$6,854.00	\$10,032.00	\$2,090.00	\$0.00	\$7,480.00	\$6,702.20	\$12,548.80	\$0.00	\$45,707.00
3A		Vulnerability Assessment								
	Task Hours	10	133	28	2	56	14	66	0	309
	Labor Cost	\$2,980.00	\$23,408.00	\$5,852.00	\$484.00	\$9,520.00	\$1,996.40	\$9,411.60	\$0.00	\$53,652.00
3B		FERC Cyber Security Assessment And Compliance Update (Not on RFP)								
	Task Hours	4	4	0	0	0	36	0	0	44
	Labor Cost	\$1,192.00	\$704.00	\$0.00	\$0.00	\$0.00	\$5,133.60	\$0.00	\$0.00	\$7,029.60
4		Site Specific Security Plan Updates								
	Task Hours	0	4	50	0	0	0	0	0	54
	Labor Cost	\$0.00	\$704.00	\$10,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,154.00
5		Internal Training Framework								
	Task Hours	4	2	16	0	0	0	16	0	38
	Labor Cost	\$1,192.00	\$352.00	\$3,344.00	\$0.00	\$0.00	\$0.00	\$2,281.60	\$0.00	\$7,169.60
6		Internal Emergency Response / Rapid Recovery Plan (Not on RFP)								
	Task Hours	5	2	12	0	20	0	8	0	47
	Labor Cost	\$1,490.00	\$352.00	\$2,508.00	\$0.00	\$3,400.00	\$0.00	\$1,140.80	\$0.00	\$8,890.80
	PROJECT TOTAL HOURS	51	237	132	10	131	116	202	9	891
	TOTAL LABOR COSTS	\$15,198.00	\$41,712.00	\$28,215.00	\$2,420.00	\$22,270.00	\$16,541.60	\$28,805.20	\$1,283.40	\$156,445.20
		TRAVEL EXPENSES								\$15,000
		TOTAL BUDGETED COST								\$171,445.20



SCHEDULE OF CHARGES

South Feather Water & Power Agency
Security Assessment / Vulnerability Assessment / Security Plan Updates

The Schedule of Charges applies to all services provided by and/or through Gannett Fleming. Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services. A new Schedule of Charges is issued at the beginning of each year. The Schedule of Charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization from Client.

PERSONNEL

Personnel charges are for technical work and project management, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, for the time associated with production of such documents, and for the time to perform project management and control functions. Personnel category per-hour charge rates are as follows:

<u>Civil/Geotechnical/Geological</u>	<u>Hourly Rate</u>
Chief Engineer/Geologist	\$ 330.00
Principal Engineer/Geologist II	315.00
Principal Engineer/Geologist I	295.00
Senior Consultant	265.00
Senior Project Engineer/Geologist III	270.00
Senior Project Engineer/Geologist II	240.00
Senior Project Engineer/Geologist I	220.00
Project Engineer/Geologist II	205.00
Project Engineer/Geologist I	180.00
Staff Engineer/Geologist	170.00
Senior Designer/Geologist	150.00
Designer/Geologist	140.00
 <u>Electrical/Mechanical</u>	
Chief Electrical/Mechanical Engineer	330.00
Principal Electrical/Mechanical Engineer II	315.00
Principal Electrical/Mechanical Engineer I	295.00
Senior Consultant	270.00
Senior Project Electrical/Mechanical Engineer III	270.00
Senior Project Electrical/Mechanical Engineer II	260.00
Senior Project Electrical/Mechanical Engineer I	230.00

Project Electrical/Mechanical Engineer II	220.00
Project Electrical/Mechanical Engineer I	200.00
Staff Electrical/Mechanical Engineer	180.00
Senior Electrical/Mechanical Designer	155.00
Designer Electrical/Mechanical	140.00
<u>Security & Safety</u>	
Senior SME	\$ 344.00
Director	298.00
Deputy Director	287.50
Senior Principal	287.50
Principal	263.50
Senior Project Analyst	251.00
Senior Consultant	242.00
Project Analyst	209.00
Consultant	209.00
Senior Analyst	176.00
Analyst	142.60
Associate Analyst	116.30
<u>Support Services</u>	
Senior GIS Analyst	175.00
Chief CADD Technician	170.00
CADD/GIS Technician	140.00
Senior Admin	135.00
Technical Writer/Admin	120.00
Intern	75.00

TRAVEL / REIMBURSABLES

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs, including meals and out-of-pocket expenses will be charged. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%).

SUBCONSULTANTS

We do not intend to use any subconsultants on this project, however if added we understand that no administrative charges will be allowed, and we are allowed a markup of five percent (5%) on sub-consultants' billings.

PROJECT SCHEDULE



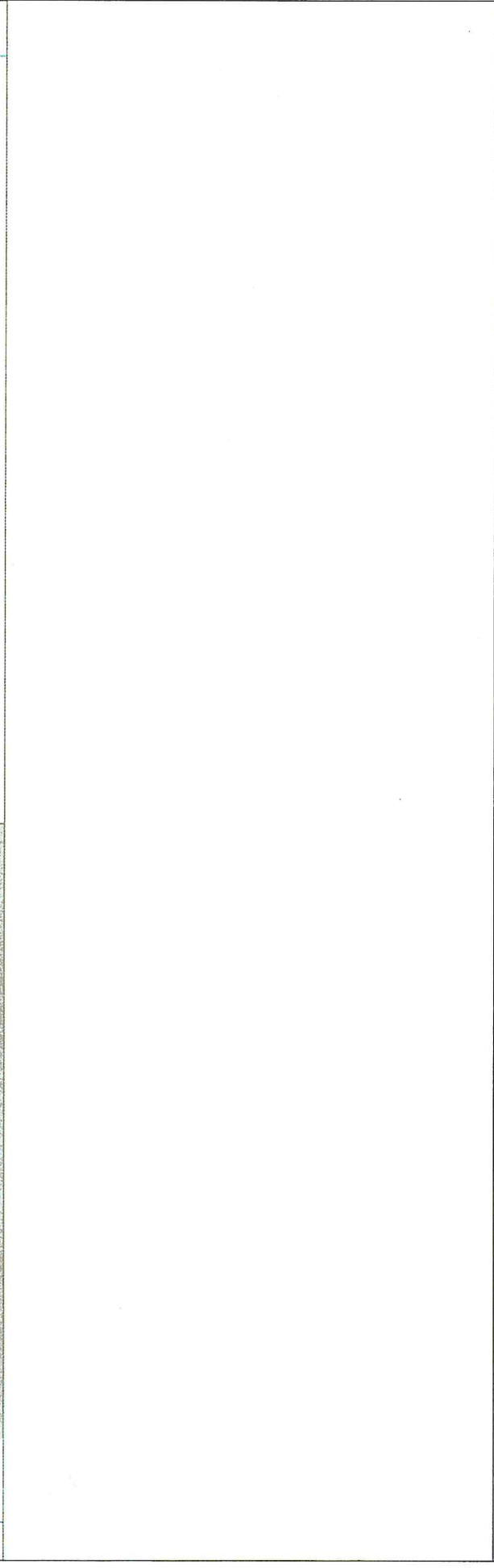
06-1

PROJECT SCHEDULE:

SUMMARY WORK BREAKDOWN SCHEDULE



ID	Task Mode	Task Name	Duration	Start	Finish
1		SFWPA SA/VA/SP Update (FERC #2088)	171 days?	Tue 5/23/23	Tue 7/16/24
2		Task 1: Project Management and Administration	171 days?	Tue 5/23/23	Tue 7/16/24
26		Task 2: Security Assessments	67 days?	Wed 6/21/23	Thu 9/21/23
27		2.1 Dam Safety and Security Related Document Review	5 days	Wed 6/21/23	Tue 6/27/23
28		2.2 Physical Asset Inspection	18 days?	Wed 7/12/23	Fri 8/4/23
40		2.3 Report(s)	34 days?	Mon 8/7/23	Thu 9/21/23
49		Task 3: Vulnerability Assessment	77 days?	Wed 6/21/23	Thu 10/5/23
50		3.1 Vulnerability Assessment Review	2 days	Wed 6/21/23	Thu 6/22/23
52		3.2 Physical Asset Inspections (Same as 2.2 above)	0 days	Fri 8/4/23	Fri 8/4/23
53		3.3 Vulnerability Assessment Report(s)	44 days	Mon 8/7/23	Thu 10/5/23
68		3.4 (Additional Scope) FERC Cyber Security Assessment and Compliance Update	45 days?	Mon 7/31/23	Fri 9/29/23
79		Task 4: Site Specific Security Plan Updates	74 days	Wed 6/28/23	Mon 10/9/23
80		4.1 Security Plan Review	7 days	Wed 6/28/23	Thu 7/6/23
83		4.2 Reports	46 days	Mon 8/7/23	Mon 10/9/23
91		Task 5: Internal Training Framework	42.5 days	Mon 8/7/23	Wed 11/15/23
104		Task 6: (Additional Scope) Internal Emergency Response / Rapid Recovery Plan (IESRP)	87 days?	Wed 6/28/23	Thu 10/26/23



Project: WBS RFP Proposal SFW
Date: Mon 4/10/23

Legend:

- Task
- Split
- Milestone
- Summary
- Project Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- External Task
- External Milestone
- Deadline
- Progress
- Manual Progress

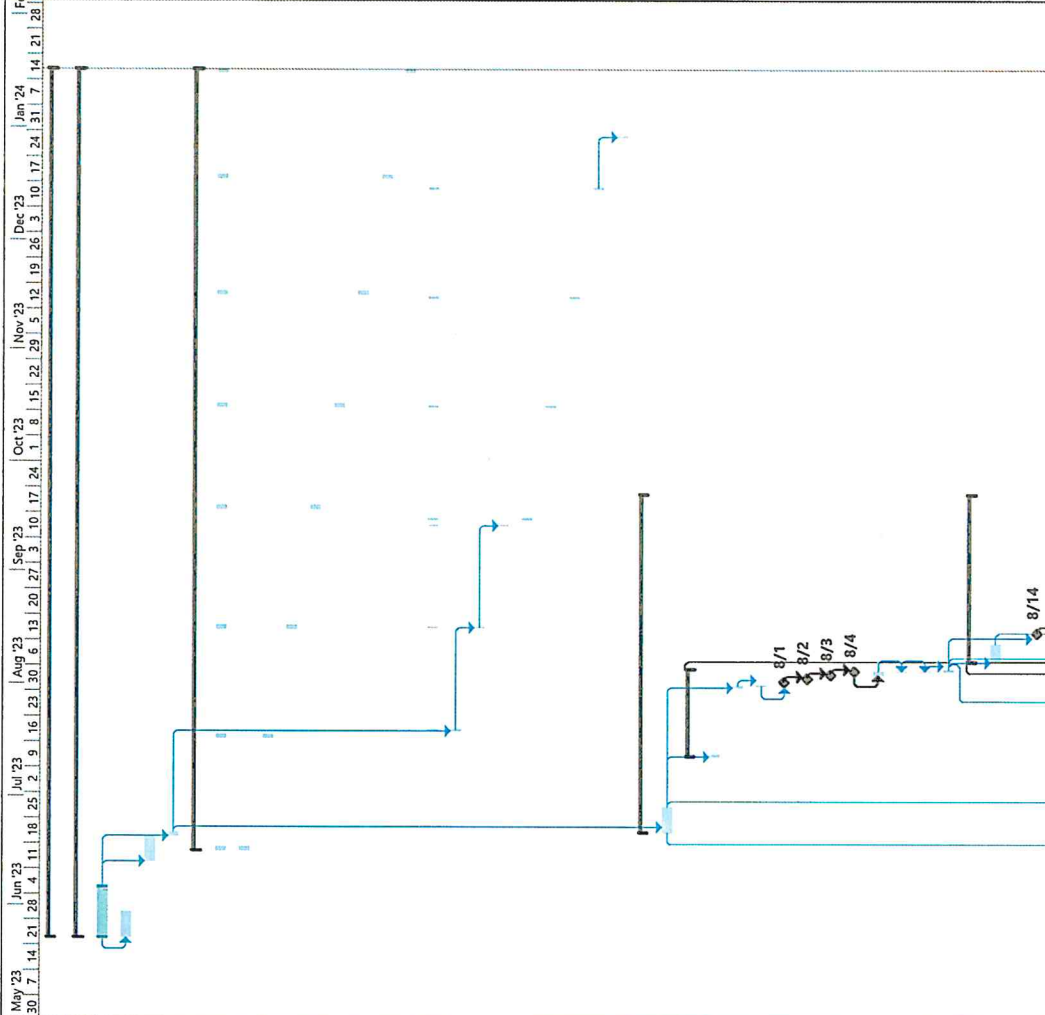
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06-2

**PROJECT
SCHEDULE:**

**DETAIL WORK
BREAKDOWN SCHEDULE**





ID	Task Name	Task Mode	Duration	Start	Finish
1	SFWPA SA/VA/SP Update (FERC #2088)		171 days?	Tue 5/23/23	Tue 1/16/24
2	Task 1: Project Management and Administration		171 days?	Tue 5/23/23	Tue 1/16/24
3	Notice to Proceed		10 days	Tue 5/23/23	Mon 6/5/23
4	Project Execution Plan / Schedule Development		5 days	Tue 5/23/23	Mon 5/29/23
5	Prepare kick-off meeting materials		5 days?	Tue 6/13/23	Mon 6/19/23
6	Client kick-off meeting		1 day?	Tue 6/20/23	Tue 6/20/23
7	1.1 Project Controls		153 days	Fri 6/16/23	Tue 1/16/24
8	Monthly Invoice		153 days	Fri 6/16/23	Tue 1/16/24
9	Monthly Invoice 1		1 day	Fri 6/16/23	Fri 6/16/23
10	Monthly Invoice 2		1 day	Mon 7/17/23	Mon 7/17/23
11	Monthly Invoice 3		1 day	Wed 8/16/23	Wed 8/16/23
12	Monthly Invoice 4		1 day	Mon 9/18/23	Mon 9/18/23
13	Monthly Invoice 5		1 day	Mon 10/16/23	Mon 10/16/23
14	Monthly Invoice 6		1 day	Thu 11/16/23	Thu 11/16/23
15	Monthly Invoice 7		1 day	Mon 12/18/23	Mon 12/18/23
16	Monthly Invoice 8		1 day	Tue 1/16/24	Tue 1/16/24
17	1.2 & 1.3 Monthly Project Reporting / Meeting		117.7 days	Wed 7/19/23	Fri 12/29/23
18	1.2 & 1.3 Monthly Project Reporting / Meeting 1		0.2 days	Wed 7/19/23	Wed 7/19/23
19	1.2 & 1.3 Monthly Project Reporting / Meeting 2		0.2 days	Wed 8/16/23	Wed 8/16/23
20	1.2 & 1.3 Monthly Project Reporting / Meeting 3		0.2 days	Wed 9/13/23	Wed 9/13/23
21	1.2 & 1.3 Monthly Project Reporting / Meeting 4		0.2 days	Fri 9/15/23	Fri 9/15/23
22	1.2 & 1.3 Monthly Project Reporting / Meeting 5		0.2 days	Mon 10/16/23	Mon 10/16/23
23	1.2 & 1.3 Monthly Project Reporting / Meeting 6		0.2 days	Wed 11/15/23	Wed 11/15/23
24	1.2 & 1.3 Monthly Project Reporting / Meeting 7		0.2 days	Fri 12/15/23	Fri 12/15/23
25	Project Close Out		0.5 days	Fri 12/29/23	Fri 12/29/23
26	Task 2: Security Assessments		67 days?	Wed 6/21/23	Thu 9/21/23
27	2.1 Dam Safety and Security Related Document Review		5 days	Wed 6/21/23	Tue 6/27/23
28	2.2 Physical Asset Inspection		18 days?	Wed 7/12/23	Fri 8/4/23
29	Prepare in brief Presentation		0.5 days?	Wed 7/12/23	Wed 7/12/23
30	Travel		0.5 days	Mon 7/31/23	Mon 7/31/23
31	In brief (On Site)		0.2 days	Mon 7/31/23	Mon 7/31/23
32	The Sly Creek Development		1 day	Mon 7/31/23	Tue 8/1/23
33	The Woodleaf Development		1 day	Tue 8/1/23	Wed 8/2/23
34	The Forbestown Development		1 day	Wed 8/2/23	Thu 8/3/23
35	The Kelly Ridge Development		1 day	Thu 8/3/23	Fri 8/4/23
36	Develop preliminary mitigation options		1 day	Thu 8/3/23	Fri 8/4/23
37	Prepare Out brief Presentation		0.2 days	Fri 8/4/23	Fri 8/4/23
38	Out brief		0.2 days	Fri 8/4/23	Fri 8/4/23
39	Return Travel		0.5 days?	Fri 8/4/23	Fri 8/4/23
40	2.3 Report(s)		34 days?	Mon 8/7/23	Thu 9/21/23
41	Develop Draft Security Assessment Report(s) for SG3 and Non-FERC		5 days	Mon 8/7/23	Fri 8/11/23
42	Complete FERC v.5 Checklists		4 days?	Wed 8/9/23	Mon 8/14/23

Project: WBS RFP Proposal SFW
Date: Mon-4/10/23

Task Summary
 Task: []
 Split: []
 Milestone: []
 Summary: []

Project Summary
 Project Summary: []
 Inactive Task: []
 Inactive Milestone: []
 Inactive Summary: []

Manual Task
 Manual Task: []
 Duration-only: []
 Manual Summary Rollup: []
 Manual Summary: []

Start-only
 Start-only: []
 Finish-only: []
 External Tasks: []
 External Milestone: []

Deadline
 Deadline: []
 Progress: []
 Manual Progress: []

ID	Task Name	Task Mode	Start	Duration	Finish
43	QA/QC		Tue 8/15/23	3 days	Thu 8/17/23
44	Complete Draft Security Assessment Reports (SG3 & Non-FERC)		Fri 8/18/23	2 days	Mon 8/21/23
45	Submit Draft Client Review of Security Assessment Reports		Tue 8/22/23	10 days	Mon 9/4/23
46	Adjudicated Comments from Client		Tue 9/5/23	2 days	Wed 9/6/23
47	QA/QC Final		Thu 9/7/23	1 day	Thu 9/7/23
48	Submit Final Security Assessment Reports		Fri 9/8/23	10 days	Thu 9/21/23
49	Task 3: Vulnerability Assessment		Wed 6/21/23	77 days?	Thu 10/5/23
50	3.1 Vulnerability Assessment Review		Wed 6/21/23	2 days	Thu 6/22/23
51	Obtain and review documents		Wed 6/21/23	2 days	Thu 6/22/23
52	3.2 Physical Asset Inspections (Same as 2.2 above)		Fri 8/4/23	0 days	Fri 8/4/23
53	3.3 Vulnerability Assessment Report(s)		Mon 8/7/23	44 days	Thu 10/5/23
54	Update Threat Assessment		Mon 8/7/23	10 days	Fri 8/18/23
55	Update Consequence Assessment		Mon 8/7/23	10 days	Fri 8/18/23
56	Update Vulnerability Assessment		Mon 8/7/23	10 days	Fri 8/18/23
57	Security Assessment for SG 1 Report (P-2088)		Mon 8/7/23	10 days	Fri 8/18/23
58	Draft Report		Mon 8/7/23	13 days	Wed 9/6/23
59	Risk Assessment		Mon 8/21/23	13 days	Wed 9/6/23
60	CAWI / ASR Worksheet Development		Mon 8/21/23	2 days	Tue 8/22/23
61	Client Vulnerability Risk Management Workshop		Wed 9/6/23	1 day	Wed 9/6/23
62	QA/QC Draft		Thu 9/7/23	3 days	Mon 9/11/23
63	Submit Draft for Client Review		Tue 9/12/23	10 days	Mon 9/25/23
64	Adjudicated Comments from Client		Tue 9/26/23	3 days	Thu 9/28/23
65	QA/QC Final		Fri 9/29/23	2 days	Mon 10/2/23
66	Finalize Report		Tue 10/3/23	2 days	Wed 10/4/23
67	Submission Final Report to Client		Thu 10/5/23	1 day	Thu 10/5/23
68	3.4 (Additional Scope) FERC Cyber Security Assessment and Compliance Update		Mon 7/31/23	45 days?	Fri 9/29/23
69	Review Cyber Security Assessment Reports and Governance Program Documents		Mon 7/31/23	10 days	Fri 8/11/23
70	Data Collection and Verification		Mon 8/14/23	1 day?	Mon 8/14/23
71	Analysis		Tue 8/15/23	3 days	Thu 8/17/23
72	Draft Report		Fri 8/18/23	10 days	Thu 8/31/23
73	QA/QC Draft		Fri 9/1/23	3 days	Tue 9/5/23
74	Submit Draft for Client Review		Wed 9/6/23	10 days	Tue 9/19/23
75	Adjudicated Comments from Client		Wed 9/20/23	3 days	Fri 9/22/23
76	QA/QC Final		Mon 9/25/23	2 days	Tue 9/26/23
77	Finalize Report		Wed 9/27/23	2 days	Thu 9/28/23
78	Submission Final Report to Client		Fri 9/29/23	1 day	Fri 9/29/23
79	Task 4: Site Specific Security Plan Updates		Wed 6/28/23	74 days	Mon 10/9/23
80	4.1 Security Plan Review		Wed 6/28/23	7 days	Thu 7/6/23
81	Review Documents and perform a Gap Analysis (FERC Security Checklist review)		Wed 6/28/23	2 days	Thu 6/29/23

Project: WBS RFP Proposal SFW
Date: Mon 4/10/23

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

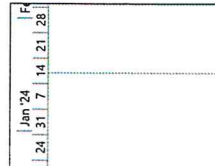
Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

Page 2

ID	Task Mode	Task Name	Duration	Start	Finish
82		Prepare a recommendation and implementation plan	5 days	Fri 6/30/23	Thu 7/6/23
83		4.2 Reports	46 days	Mon 8/7/23	Mon 10/9/23
84		Perform updates to the Security Plan with an emphasis on site specific updates	15 days	Mon 8/7/23	Fri 8/25/23
85		QA/QC Draft	5 days	Mon 8/28/23	Fri 9/1/23
86		Submit Draft SP for Client Review	10 days	Mon 9/4/23	Fri 9/15/23
87		Adjudicated Comments from Client	5 days	Mon 9/18/23	Fri 9/22/23
88		QA/QC Final	5 days	Mon 9/25/23	Fri 9/29/23
89		Security Plan Finalized	5 days	Mon 10/2/23	Fri 10/6/23
90		Submit Final Security Plan to Client	1 day	Mon 10/9/23	Mon 10/9/23
91		Task 5: Internal Training Framework	42.5 days	Mon 9/18/23	Wed 11/15/23
92		Develop Training Syllabus	3 days	Mon 9/18/23	Wed 9/20/23
93		Review Proposed Syllabus with Client Workshop	1 day	Thu 9/21/23	Thu 9/21/23
94		Finalize Syllabus	1 day	Fri 9/22/23	Fri 9/22/23
95		Develop Training Material 2 sets; 1.) Train the Trainer 2.) Student Training	10 days	Mon 9/25/23	Fri 10/6/23
96		Draft Review and rehearse Training Material	1 day	Mon 10/9/23	Mon 10/9/23
97		Make updates and Finalize Training Framework and Supporting Material	5 days	Tue 10/10/23	Mon 10/16/23
98		Conduct Training Overview for Primary SFWPA Instructors	0.5 days	Tue 10/17/23	Tue 10/17/23
99		Make Updates to Training Material Package	5 days	Tue 10/17/23	Tue 10/24/23
100		Submit Training Material Packet to Client for Review	10 days	Tue 10/24/23	Tue 11/7/23
101		Adjudicated Comments from Client	3 days	Tue 11/7/23	Fri 11/10/23
102		QA/QC Final	2 days	Fri 11/10/23	Tue 11/14/23
103		Submit Final Training Packet to Client	1 day	Tue 11/14/23	Wed 11/15/23
104		Task 6 (Additional Scope) Internal Emergency Response / Rapid Recovery Plan (IE3RP)	87 days?	Wed 6/28/23	Thu 10/26/23
105		Review existing sections of the IE3RP Elements	1 day?	Wed 6/28/23	Wed 6/28/23
106		Cross reference against the PFMA and identify potential hazards not covered in the IER/RRP	2 days	Thu 6/29/23	Fri 6/30/23
107		Update draft of the IE3RP	3 days	Fri 9/22/23	Tue 9/26/23
108		QA/QC Draft	2 days	Wed 9/27/23	Thu 9/28/23
109		Submit Draft Update IE3RP to Client	10 days	Fri 9/29/23	Thu 10/12/23
110		Adjudicated Comments from Client	5 days	Fri 10/13/23	Thu 10/19/23
111		QA/QC Final	1 day	Fri 10/20/23	Fri 10/20/23
112		IE3RP Finalized	3 days	Mon 10/23/23	Wed 10/25/23
113		Submit Final IE3RP to Client	1 day	Thu 10/26/23	Thu 10/26/23



Project: WBS RFP Proposal SFW
Date: Mon 4/10/23

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

07

ELIGIBILITY

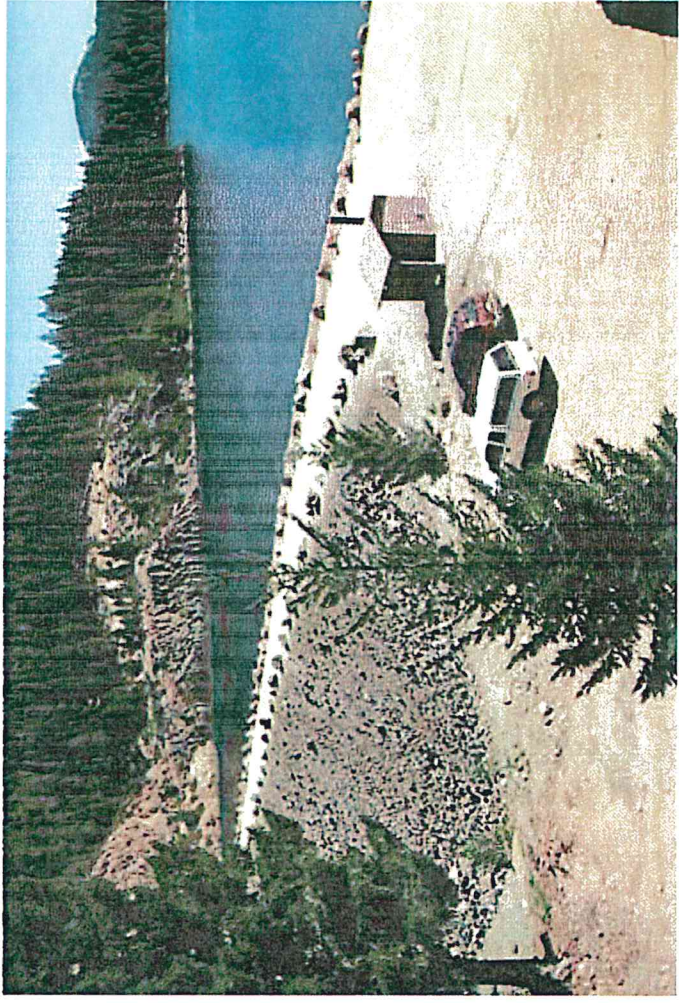
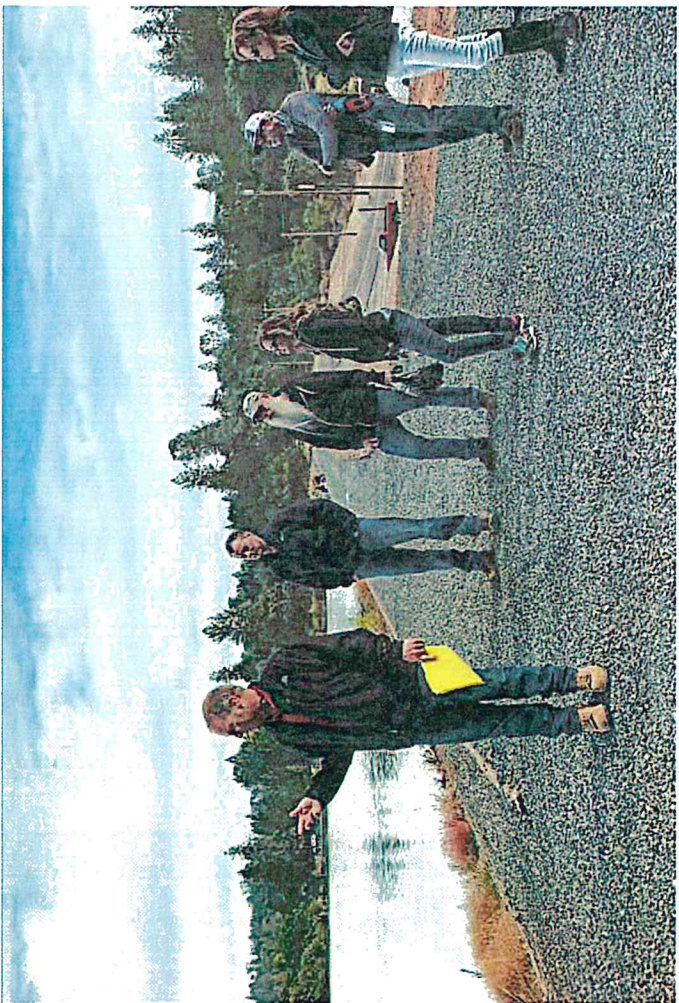




Gannett Fleming, Inc. is eligible to perform the work listed in this RFP without a conflict of interest.

Sincerely,
GANNETT FLEMING, INC.

William F. Foos, CPP, PSP
Vice President, Security and Safety
O 303.390.3977 | M 575.571.3412
wfoos@gfnet.com



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PROPOSAL ADDENDUM

August 2, 2023

Kristen McKillop
South Feather Water and Power Authority
2310 Oroville Quincy Hwy
Oroville, CA 95966

RE: Consulting Service Agreement for FERC Compliance Security Assessment, Vulnerability Assessment, and Security Plan Updates for South Fork Power Project No. 2088

Dear Kristen:

Gannett Fleming is pleased to be partnering with South Feather Water and Power Authority (SFWPA) to develop a holistic overview and set the stage for your future success in complying with FERC Security Program requirements. We sincerely appreciate your prompt response and efficient collaboration in providing all the necessary documents and information for our initial review. With this valuable input, we can now proceed in developing a comprehensive strategy to prepare for our upcoming site visit and complete the vulnerability and security assessments.

As we discussed, based on this initial review of the information provided, there is a gap that will require additional research and execution. This includes developing the following: completing a regional threat assessment, completing a consequence and benefits assessment, developing a structural vulnerability assessment, and developing estimated population at risk calculations. All this information is vital to support the overall vulnerability and security assessments to ensure compliance with FERC Security Program for Hydropower Projects Rev 3A requirements.

The Gannett Fleming team has the qualifications and experience to complete these items, but it will require a higher level of effort than originally anticipated. Addressing these issues now is critical for SFWPA to develop a comprehensive security compliance program that will provide a strong foundation of successful compliance for SFWPA going forward. We strongly believe you will be left with viable security program documents that will support your compliance requirements while setting the stage for a five-year review and reprint schedule, along with completed compliance checklists, and forms for your annual updates to support your FERC required ASCC letters.



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The scope, deliverables, and schedule that were outlined in our original proposal remain unaffected, but we have adjusted the hours necessary to complete these tasks. The adjusted hours are detailed in the table below:

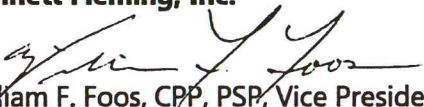
Task	Task Description	Rate Explanation	Staff	Original Proposal	Change Request	% increase
Task 1 - Project Management						
			Hours Subtotal	130	2	2%
			Rate Subtotal	\$22,842	\$2,619	11%
Task 3 - FERC DAMSVR Vulnerability Assessment (4)						
			Hours Subtotal	309	411	133%
			Rate Subtotal	\$53,652	\$64,820	121%
Task 2 - Security Assessments (non-FERC and 1 SG3) (4 Sas non-FERC)						
			Hours Subtotal	269	-138	-51%
			Rate Subtotal	\$45,707	-\$23,007	-50%
Task 3 - Section 9.0 Computer Security and SCADA Analysis						
			Hours Subtotal	44	20	45%
			Rate Subtotal	\$7,030	\$4,028	57%
Task 4 - Security Plan Update						
			Hours Subtotal	54	130	241%
			Rate Subtotal	\$11,154	\$21,597	194%
Task 5 - Training Awareness Framework						
			Hours Subtotal	38	54	142%
			Rate Subtotal	\$7,170	\$11,371	159%
Task 6 - IE3RP						
			Hours Subtotal	47	44	94%
			Rate Subtotal	\$8,891	\$8,109	91%
			Total Hours	891	523	3268
			LABOR TOTAL	\$156,445	\$89,538	57%

Gannett Fleming is fully committed to delivering this project successfully, without further changes, and most importantly, ensuring a sustainable and best-in-class FERC compliance program for SFWPA.

As your partner, we want to ensure open communication and a collaborative approach and are happy to address any concerns you may have. Should you have questions or require additional information to review with your leadership and provide a change order, please let me know.

Sincerely,

Gannett Fleming, Inc.


 William F. Foos, CPP, PSP, Vice President
 Senior Director, Security and Safety Services
 T 303.390.3977 | M 717.571.3412
 wfoos@gfnet.com

**CONSULTING SERVICES AGREEMENT
AMENDMENT NO. 1
FERC COMPLIANT SECURITY ASSESSMENT, VULNERABILITY ASSESSMENT,
And SECURITY PLAN UPDATES
For South Fork Power Project No 2088**

This Amendment No. 1 shall supplement the original Consulting Services Agreement between Gannett Fleming, Inc. (“Consultant”) and South Feather Water and Power Agency (“Agency”) executed on June 14, 2023 by adding a regional threat assessment, completing a consequence and benefits assessment, developing a structural vulnerability assessment, and developing population at-risk calculations and the associated research and execution to ensure compliance with the FERC Security Program for Hydropower Projects Rev 3A requirements.

ARTICLE 1 - SCOPE

To date, Consultant has initiated the work tasks associated with Dam Safety, Security and Vulnerability Related Document Review and preparation for Physical Asset Inspections, as outlined in the original Scope and described generally in the Consultant’s Proposal dated April 17, 2023. This additional scope, as outlined in Attachment A, can begin immediately upon execution, and will enhance the field inspections scheduled for August 29-31, 2023.

This Agreement shall become effective as of August 15, 2023 and shall remain in effect unless amended in writing or terminated pursuant to Article 8 of the original agreement. This Amendment, together with the Agreement, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written oral.

ARTICLE 2 - COMPENSATION

For performance of the Services, Agency shall pay Contractor a not to exceed price of \$89,538.00. This compensation shall be paid to Contractor within 30 days of receipt of invoices submitted following completion of each work task outlined in Appendix A.

CONTRACTOR:

SOUTH FEATHER WATER AND POWER AGENCY:

By:

William F. Foos, CPP, PSP
Title: Vice President, Security and Safety
Date:

By:

Rath Moseley
Title: General Manager
Date:

ATTACHMENT A

Amendment No. 1 SCOPE OF WORK

FERC COMPLIANT SECURITY ASSESSMENT, VULNERABILITY ASSESSMENT, And SECURITY PLAN UPDATES For South Fork Power Project No 2088



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Cheri Richter, Finance Manager

DATE: August 17, 2023

**RE: General Information (regarding matters not scheduled on the agenda)
8/22/23 Board of Directors Meeting**

CalPERS Health Plan Premiums

Open Enrollment for the 2024 health plans will be held from September 18 through October 13, 2023. The same four plans available to employees in 2023 will again be available in 2024. The CalPERS Board of Administration approved a premium increase, for calendar year 2024, at an overall premium increase of 10.77%. CalPERS' Basic Health Maintenance Organization (HMO) plans will have an average premium increase of 10.50%. Preferred Provider Organization (PPO) plans will have an average increase of 12.17%. Medicare plans will rise 9.55% overall. Beginning September 11, premiums will be made available for specific zip codes, and members can find Open Enrollment information on the CalPERS website. Updated health plan premiums, specific to SFWPA will be distributed to employees before Open Enrollment begins.

CalPERS Actuarial Valuation

The CalPERS actuarial valuations setting retirement contribution rates for July 1, 2024 through June 30, 2025 have been released. The Agency's employer contribution rate for its Classic employees will be 16.51%, an increase from the 2023-24 rate of 16.44%. The PEPRAs employer contribution rate (applies to employees entering the CalPERS system after January 1, 2013) will be 7.87%, an increase from the 2023-24 rate of 7.68%. For Classic employees, the member contribution rate is 8% and for PEPRAs employees, the member contribution rate will remain at 7.75%.

CalPERS Investment Return

CalPERS has announced a preliminary investment return of 5.8% for the 2022-23 fiscal year. With the CalPERS discount rate set at 6.8% and this year's preliminary return of 5.8%, the estimated overall funded status stands at 72%. For the previous fiscal year, the CalPERS investment return was -6.1%.

2024 Budget Calendar

A preliminary budget calendar leading to adoption of a 2024 annual budget is attached. A finance committee meeting is tentatively scheduled for Thursday, November 9 allowing for a presentation to the full Board at its regularly scheduled November 28 meeting.

SOUTH FEATHER WATER AND POWER AGENCY
BUDGET CALENDAR
2024 ANNUAL BUDGET

7/25/2023	Financial Report to Board includes current year estimates.
8/17/2023	Meet at Power Division HQ. Group Discussion of Budget Requests.
Week of 9/11/2023	2023 Capital Budget Review. Budget forms available.
9/21/2023	Meet at Power Division HQ. Group Discussion of Budget Requests.
Week of 10/9/2023	Revenue projections completed.
10/13/2023	Requested Budgets transmitted to Finance Manager.
10/26/2023	General Manager and Finance Manager meet with departments.
11/1/2023	Proposed Budget presented to Division Managers.
11/9/2023	Finance Committee reviews Proposed Budget.
11/28/2023	Board Meeting. 2024 Annual Budget presented to Board.

South Feather Water and Power Agency
Joint Facilities Operating Fund Unaudited Financial Report
August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 7/31/2023</u>	<u>% of Budget</u>
REVENUE:								
	41150 Sale of Electricity	10,640,356	17,375,993	17,722,913	18,500,000	18,500,000	15,824,321	86%
	41502 Water Sales	0	5,600,000	37,500	2,520,000	2,520,000	2,341,800	93%
	42306 Current Service Charges	12,131	54,207	16,588	17,500	17,500	18,281	104%
	42331 Concession Income	0	0	0	0	0	0	0%
	49250 Interest Income	427,042	(21,957)	0	10,000	10,000	0	0%
	49321 State of CA, DWR	0	0	0	0	0	0	0%
	49405 Insurance Reimbursement	80,452	67,865	80,181	80,000	80,000	0	0%
	49521 JFOF FEMA	443,135	108,611	3,276	0	0	0	0%
	49522 JFOF CalOES	114,763	58,876	0	0	0	0	0%
	49929 Miscellaneous Income	0	2,700	1,000	1,000	1,000	4,812	481%
	Total Revenue	11,717,879	23,246,295	17,861,458	21,128,500	21,128,500	18,189,214	86%
OPERATING EXPENSES:								
JFOF Administration, 7-60								
	Salaries & Benefits	1,153,138	855,957	778,800	1,348,762	1,348,762	436,602	32%
	Supplies	2,810	3,671	4,072	7,709	7,709	1,354	18%
	Services	344,280	385,413	372,359	492,421	492,421	341,941	69%
	Utilities	37,989	39,240	42,327	37,060	37,060	24,671	67%
	Fuel, Oil, Auto	498	25	0	3,209	3,209	0	0%
	Training/Dues	15,180	13,012	12,669	15,385	15,385	175	1%
	JFOF Administration, 7-60	1,553,895	1,297,318	1,210,225	1,904,546	1,904,546	804,744	42%
Risk Management, 7-62								
	Salaries & Benefits	97,456	84,945	87,656	133,805	133,805	59,258	44%
	Supplies	3,608	3,622	5,544	26,671	26,671	2,918	11%
	Services	196,865	227,986	175,846	147,540	147,540	4,482	3%
	Training/Dues	3,672	1,929	169	200	200	0	0%
	JFOF Environ Health & Safety, 7-62	301,601	318,482	269,214	308,216	308,216	66,657	22%
Power Plant Operations, 7-63								
	Salaries & Benefits	2,735,948	2,042,608	2,199,083	4,043,175	4,043,175	1,513,791	37%
	Supplies	36,001	56,184	98,709	145,720	145,720	87,902	60%
	Services	215,838	187,893	132,109	315,580	315,580	82,286	26%
	Utilities	76,375	49,115	47,946	56,240	56,240	63,685	113%
	Fuel, Oil, Auto			0	95,478	95,478		
	Training/Dues	315	458	4,884	28,375	28,375	20,975	74%
	JFOF Power Plant Operations, 7-63	3,064,477	2,336,258	2,482,731	4,684,568	4,684,568	1,768,639	38%

South Feather Water and Power Agency
Joint Facilities Operating Fund Unaudited Financial Report
August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>ACTUAL</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>BUDGET</u>	<u>2023</u> <u>ESTIMATED</u>	<u>2023</u> <u>ACTUAL</u> <u>7/31/2023</u>	<u>% of</u> <u>Budget</u>
OPERATING EXPENSES (CON'T)								
Water Collection, 7-64								
	Salaries & Benefits	622,346	568,672	581,547	703,997	703,997	327,614	47%
	Supplies	42,009	47,502	62,511	74,511	74,511	19,969	27%
	Services	686,098	470,214	562,750	570,530	570,530	349,618	61%
	Utilities	10,183	7,995	5,682	0	0	1,204	0%
	Fuel, Oil, Auto	63	0	296	4,520	4,520	0	0%
	Training/Dues	73	0	30	0	0	0	0%
	JFOF Water Collection, 7-64	1,360,772	1,094,383	1,212,816	1,353,558	1,353,558	698,406	52%
Campgrounds, 7-65								
	Salaries & Benefits	52,532	4,385	23,189	127,449	127,449	10,546	8%
	Supplies	978	0	1,227	10,790	10,790	107	1%
	Services	7,277	2,567	9,713	59,500	59,500	6,477	11%
	Utilities	7,633	2,300	7,846	7,850	7,850	2,544	32%
	Fuel, Oil, Auto	0	0	0	0	0	0	0%
	Training/Dues	0	0	0	0	0	0	0%
	JFOF Campgrounds, 7-65	68,420	9,252	41,975	205,589	205,589	19,674	10%
JFOF Plant & Shop, 7-66								
	Salaries & Benefits	451,378	560,831	391,794	432,064	432,064	285,709	66%
	Supplies	17,291	15,535	44,413	37,396	37,396	14,634	39%
	Services	13,308	25,410	20,949	24,505	24,505	7,939	32%
	Utilities	71,752	85,188	80,128	71,735	71,735	64,651	90%
	Fuel, Oil, Auto	56,431	116,402	116,712	4,774	4,774	92,864	1945%
	Training/Dues	0	0	4,785	2,500	2,500	1,995	0%
	JFOF Plant & Shop, 7-66	610,160	803,366	658,781	572,974	572,974	467,793	82%
Regulatory Compliance, 7-67								
	Salaries & Benefits	181,105	142,965	179,336	401,425	401,425	113,622	28%
	Supplies	3,058	3,061	872	38,233	38,233	14,058	37%
	Services	117,517	128,235	388,136	655,350	655,350	227,700	35%
	Utilities	0	0	685	610	610	352	58%
	Training/Dues	199	99	1,980	2,001	2,001	1,821	91%
	JFOF Regulatory Compliance, 7-67	301,879	274,360	571,007	1,097,619	1,097,619	357,553	33%

South Feather Water and Power Agency
 Joint Facilities Operating Fund Unaudited Financial Report
 August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 7/31/2023</u>	<u>% of Budget</u>
OPERATING EXPENSES (CON'T)								
Communications & IT, 7-68								
	Salaries & Benefits	137,936	313,836	180,292	255,350	255,350	119,579	47%
	Supplies	10,400	35,838	40,934	74,789	74,789	22,244	30%
	Services	44,465	31,656	65,007	65,571	65,571	38,415	59%
	Utilities	1,936	3,455	10,911	11,250	11,250	8,024	71%
	Fuel, Oil, Auto			0	4,774	4,774		
	Training/Dues	1,729	2,292	3,573	1,025	1,025	1,017	99%
JFOF Communications & IT, 7-68		196,466	387,077	300,717	412,759	412,759	189,279	46%
	TOTAL OPERATING EXPENSES	7,457,670	6,520,496	6,747,468	10,539,829	10,539,829	4,372,743	41%
SUB-TOTAL, REVENUES OVER OPER EXP		4,260,209	16,725,799	11,113,991	10,588,671	10,588,671	13,816,471	
Other Non-Operating Expenses:								
	North Yuba Water District	(709,000)	(709,000)	(709,000)	(709,000)	(709,000)	(354,500)	50%
	Interest Expense	(1,476,613)	(1,547,584)	(4,304,278)	0	0		0%
	Pension Expense	(308,393)	(254,956)	(99,804)	0	0		0%
	Captial Outlay							
2010-0828	LCD Crest Modification		51,245	16,307				
2018-0944	JFOF PP-KPH TSV 2019		2,130	0				
2019-0960	KPH Septic System Repair / Replacement		0	77,365				
2020-0970	CO-CAISO meter installation		54,924	4,857				
2021-0971	CO-SCADA upgrade		167,109	(261)				
2021-0972	FPH New Sump Oil Skimmer (Abanaki model SM8C02-		7,316					
2021-0973	Vehicle replacement-F350 utility worker truck w/utility		53,728					
2021-0974	WC-South Fork Div Dam Safety Buoys and Log Booms		8,949					
2021-0975	CO-SCADA master install		30,249	0				
2021-0976	PP-FPH Guide Bearing Oil Coolers		65,986					
2021-0977	JS-Truck Replacement for Comm Tech, replace T-101, 20		38,855					
2021-0978	WC-STA 8 Bridge Deck Replacement		8,538					
2021-0979	CO-Backup generator, pad and appurtenances		31,256					
2021-0980	PP-Forbestown Div Dam SF-17 Access. Repl Stairs, Bric		8,336					
2021-0981	CO-Generator Building at Sunset Hill Main Comm Site		12,302					
2021-0982	JS-Concrete aprons and approach, welding shop and ha		7,184	1,859				
2021-0983	JS-Truck Replacement for Roving Operator, replace 200		0	34,672				
2022-0984	WC-1 ton diesel truck, standard cab, single rear wheel			81,006				
2022-0985	Boom Truck with basket			227,436				

South Feather Water and Power Agency
 Joint Facilities Operating Fund Unaudited Financial Report
 August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 7/31/2023</u>	<u>% of Budget</u>
Capital Outlay (con't)								
2022-0986	SCADA Historian server			12,935	15,000	15,000	0	0%
2022-0987	DAC 2 Rack Server for Scada System			54,818				
2022-0988	Shop Press			7,240				
2022-0989	Welding Shop Cabinets			35,003				
2022-0990	Dump truck- 2014 Peterbilt			134,368				
2022-0991	FPH TSV Seal Kit			71,106				
2022-0992	Storage System (SAN) replacement			23,289				
2022-0993	(3) Data Loggers: Black Rock and Kenzie Ravine. HS22+ with GOES Tran			19,103				
2022-0994	Security Cameras for Front Gates and Transformers, WPH, FPH, KPH			11,450				
2022-0995	Mini Excavator			68,754				
2022-0996	Bobcat Skid Steer with Power Broom Attachment			50,753				
2022-0997	Pewag Loader and Grader Snow Chains (3 Sets)			18,186				
2022-0998	GPS Equipment			10,368				
2022-0999	Truck Replace for Roving Operator, replace 2007 Chevy, T-112 - Broken Fr			0				
2022-0601	Phone system upgrade, 2022			13,488				
2022-0602	Replace SF10 Walkway, SCDD			1,731			4,434	
2022-0603	MRC Panel 300 Access Road Repair			211,138				
2023-0608	FPH Cooling Water Strainer System, engineering and design proposed			0	63,000	63,000	31,444	50%
2023-C63b	FPH Repaint Generator Housing			0	150,000	150,000	147,720	98%
2023-C63c	WPH Repaint Generator Housing and TWD System			0	130,000	130,000	62,000	48%
2023-64c / Capital	WC-LGV Res penstock drain valve replacement				60,000	60,000		0%
2023-64d / Capital	Bangor Canal at SF 25 Shotcrete				15,000	15,000		0%
2021-64o / 2023 64f	WC-RTU Water Logger HS522+ GOES Xmitter Forbestown Ditch				7,500	7,500		0%
2023-63g / Capital	FPH Oil Level Device Upgrade				18,000	18,000		0%
2023-63h / Capital	WPH Oil Level Device Upgrade				18,000	18,000		0%
2023-63i / Capital	KPH Sump Pump and motor				14,000	14,000		0%
2023-64a / Capital	MRC repair, panel 210, 50'				160,000	160,000		0%
2023-0605	MRC Bin Wall Materials				100,000	100,000	96,051	96%
2023-66d / Capital	Welding Shop 3-Ph Propane Generator				45,000	45,000		0%
2022-68e / Capital	WPH PSV Valve Trip System				30,000	30,000		0%
2023-63e / Capital	FPH Tailrace Underwater Concrete Repair				50,000	50,000		0%
2023-63f / Capital	FPH Penstock Recoat 60 Feet				45,000	45,000		0%

South Feather Water and Power Agency
 Joint Facilities Operating Fund Unaudited Financial Report
 August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 7/31/2023</u>	<u>% of Budget</u>
2023-63l / Capital	FPH Gen and Exciter House Ozone Scrubber				7,500	7,500		0%
2023-0619	Rock Drills, Bits, and Hydraulic Splitter				27,500	27,500	25,059	91%
2023-64q / Capital	2 Water Quality Meter for the New Aquatics Monitoring Plan, Part 2.2.5.2.				30,000	30,000		0%
2023-64s / Capital	MRC Vertical Wall Replacement Program: (158 Panels/Year for Five Yrs)				557,000	557,000		0%
2023-0613	F-350 Super Cab w/ camper shell- replace T97- elect tech truck				65,000	65,000	53,155	82%
2023-66b / Capital	PDHQ 41KW Propane Generator with 200 amp XFER Switch				50,000	50,000		0%
2023-66c / Capital	CMMS Software System				50,000	50,000		0%
2023-66f / Capital	Backhoe. Existing Unit will Tier Out.				0	0		0%
2023-0609	Water Wagon- Fire suppression. Towable 1000 Gallon with Pump and Sprayer.				15,000	15,000	10,826	72%
2023-0610	Equipment Pole Barn fpr Vehicles - Lower Yard				125,000	125,000	66,414	53%
2023-C66k	Toolbox and tooling. Jobox to Fly In/Out of Powerhouses				15,000	15,000		0%
2023-0606	Tool Trailer. Exist is old, Overloaded, Bent Axles.				60,000	60,000	14,753	25%

South Feather Water and Power Agency
Joint Facilities Operating Fund Unaudited Financial Report
August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	2020 <u>ACTUAL</u>	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>BUDGET</u>	2023 <u>ESTIMATED</u>	2023 <u>ACTUAL</u> 7/31/2023	% of <u>Budget</u>
2023-66m / Capital	Tire Equipment, Install, Balancer, Brake Lathe. Save cost of going to Oroville for flats, tire in:				18,000	18,000		0%
2023-66n / Capital	Shop Door- Install Additional on Machine Shop				10,000	10,000		0%
2023-66p / Capital	STA 2 Parking Area Paving - Carpool, Personal Vehicles				0	0		0%
2023-0611	Crane Man Basket- Suspended (For Spillway Access)				14,000	14,000	12,552	90%
2023-0604	F350 Truck + Utility Body Mechanic Truck				80,000	80,000	79,489	99%
2023-0614	F450 Truck + Utility Body Machinist Lloyd Boyer				100,000	100,000	65,718	66%
2023-0615	F450 Truck + Utility Body Machinist Ross Cawthon				100,000	100,000	65,718	0%
2023-67s / Capital	Property acquisition - 5.37 Acre Parcel Adjacent to MRD (072-050-026)				40,000	40,000		0%
2023-0618	WPH PSV Valve Trip System				30,000	30,000	2,518	0%
2023-0616	RTU Upgrades (KPH, FPH, WPH). Exist Out of Support, 10 years old.				60,000	60,000	13,999	0%
2023-0617	RTU Upgrade SPH. Exist Out of Support, 10 years old.				20,000	20,000	13,999	0%
2023-0607	Sunset and HQ Fire Suppression Systems				12,000	12,000	12,700	106%
2023-0612	MRC Stage Transducers				6,000	6,000	3,102	52%
2023-68o / Capital	AC upgrade for comm room				10,000	10,000		0%
2023-C68i	New Hosts				34,000	34,000		0%
2023-68it4 / Capital	Replace Backup storage				11,000	11,000		0%
2023-68it9 / Capital	Finance Software Replacement				10,000	10,000		0%
2023-68it13 / Capital	Point to Point Fiber Circuit - Increase Cost				16,800	16,800		0%
2023-68it14 / Capital	Construction Costs							
	Total Capital Outlay	(2,157,078)	(548,107)	(1,186,971)	(2,509,300)	(2,509,300)	(781,648)	31%
Transfers In:								
	Power Division Legacy Fund	0	0	0	0	0	0	0%
	Retiree Benefit Trust	1,617,546	0	0	0	0	0	0%
Transfers Out:								
	General Fund-Minimum Payment	(709,000)	(709,000)	(709,000)	(709,000)	(709,000)	(177,250)	25%
	General Fund-Overhead	(480,058)	(613,367)	(367,675)	(400,000)	(400,000)	(561,725)	140%
	Retiree Benefit Trust	0	0	0	0	0	0	0%
Net Non-operating, Capital Outlay and Transfers		(4,222,596)	(4,382,014)	(7,376,728)	(4,327,300)	(4,327,300)	(1,875,123)	
	NET REVENUE OVER EXPENSES	37,613	12,343,785	3,737,263	6,261,371	6,261,371	11,941,348	
	Beginning Balance			36,838,728	32,050,695	32,050,695		
	NYWD-Additional Payment			(3,269,900)	(2,000,000)	(2,000,000)	(1,705,498)	
	General Fund-Additional Payment			(3,269,900)	(2,000,000)	(2,000,000)	(1,705,498)	
	Reserve for PG&E Standby			0	0	0	0	
	Ending Balance			34,036,191	34,312,066	34,312,066	8,530,352	

South Feather Water and Power Agency
 General Fund Unaudited Financial Report
 August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 7/31/2023</u>	<u>% of BUDGET</u>
REVENUE:								
Water Sales Revenue								
	41100 Domestic Water	2,674,305	2,607,133	2,383,082	2,525,000	2,525,000	1,349,647	53%
	41400 Irrigation Water	263,727	282,060	285,814	260,000	260,000	132,517	51%
	41420 Water Sales, NYWD to Yuba City	195,300	199,215	207,653	200,000	200,000	0	0%
	Sub-Total Water Sales Rev	3,133,332	3,088,408	2,876,548	2,985,000	2,985,000	1,482,165	50%
Power Revenue								
	41305 Sly Cr Pwr Generation	1,297,452	1,816,122	1,961,433	1,822,298	1,822,298	1,722,594	95%
	41306 Surplus Wtr	25,164	156,026	0	50,000	50,000	0	0%
	Sub-Total Power Rev	1,322,616	1,972,148	1,961,433	1,872,298	1,872,298	1,722,594	92%
Water Service Charges								
	42301 Sundry Billing (Job Orders)	57,108	265,038	175,579	100,000	100,000	1,680	2%
	42321 Annexation Fees	0	26,239	37,761	0	0	0	0%
	42341 System Capacity Charges	69,801	61,082	148,319	300,000	300,000	0	0%
	42347 Other Water Serv Charges (Current & Misc.)	29,249	54,799	43,019	25,000	25,000	68,984	276%
	Sub-Total Water Serv Chgs	156,158	407,158	404,678	425,000	425,000	70,664	17%
Non-Operating Revenue								
	49250 Interest Earnings	108,903	1,070	245,423	1,000	1,000	545,488	54549%
	49311 Property Taxes	681,269	718,188	383,319	741,600	741,600	788,356	106%
	49405 ACWA/JPIA RPA	103,294	40,381	45,377	50,000	50,000	0	0%
	49625 Back Flow Installation	9,400	5,385	5,480	5,000	5,000	6,822	136%
	49630 Back Flow Inspection	127,236	130,550	137,586	140,000	140,000	82,135	59%
	49932 North Yuba Water Dist.	0	0	0	0	0	119,705	0%
	Palermo Clean Water Project	0	0	0	500,000	500,000	0	0%
	49929 Other Non-Oper Rev (Misc.)	31,455	2,672	255	1,000	1,000	103	10%
	Sub-Total Non-Oper Rev	1,061,557	898,246	817,440	1,438,600	1,438,600	1,542,609	107%
	TOTAL GENERAL FUND REVENUE	5,673,663	6,365,960	6,060,098	6,720,898	6,720,898	4,818,032	72%

South Feather Water and Power Agency
 General Fund Unaudited Financial Report
 August 22, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>ACTUAL</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>BUDGET</u>	<u>2023</u> <u>ESTIMATED</u>	<u>2023</u> <u>ACTUAL</u> <u>7/31/2023</u>	<u>% of</u> <u>BUDGET</u>
OPERATING EXPENSES:								
General Administration, 1-50								
	Salaries & Benefits	785,777	423,633	701,214	860,946	860,946	341,640	40%
	Supplies	5,032	10,424	9,298	9,150	9,150	4,595	50%
	Services	121,268	129,570	93,099	107,920	107,920	88,588	82%
	Utilities	52,010	58,245	59,972	77,350	77,350	31,353	41%
	Fuel, Oil, Auto	0	0	0	4,520	4,520	0	0%
	Training/Dues	13,616	19,927	23,713	30,620	30,620	3,262	11%
General Admin, 1-50		977,703	641,800	887,297	1,090,506	1,090,506	469,438	43%
Water Source, 1-51								
	Source of Supply	16,117	14,888	16,536	17,000	17,000	17,189	101%
Water Source, 1-51		16,117	14,888	16,536	17,000	17,000	17,189	101%
Risk Management, 1-52								
	Salaries & Benefits	110,291	90,111	88,521	134,525	134,525	61,880	46%
	Supplies	9,895	3,220	5,068	5,337	5,337	8,605	161%
	Services	118,598	137,138	114,835	133,783	133,783	7,280	5%
	Utilities	910	571	596	600	600	317	53%
	Fuel, Oil, Auto	0	0	0	4,520	4,520	0	0%
	Training/Dues	169	372	249	300	300	0	0%
Environmental Health & Safety, 1-52		239,863	231,412	209,270	279,065	279,065	78,083	28%
Water Treatment, 1-53								
	Salaries & Benefits	1,427,710	1,324,450	1,476,690	2,290,077	2,290,077	923,284	40%
	Supplies	127,484	113,066	155,115	164,000	164,000	67,069	41%
	Services	59,723	32,191	53,059	83,545	83,545	49,109	59%
	Utilities	305,168	309,928	219,583	265,000	265,000	203,327	77%
	Fuel, Oil, Auto	2,510	0	0	18,077	18,077	0	0%
	Training/Dues	833	75	172	1,675	1,675	463	28%
Water Treatment, 1-53		1,923,428	1,779,710	1,904,618	2,822,374	2,822,374	1,243,252	44%
Transmission & Distribution, 1-54								
	Salaries & Benefits	2,387,626	1,952,583	1,932,322	2,857,078	2,857,078	1,217,022	43%
	Supplies	71,974	71,859	94,883	125,310	125,310	55,778	45%
	Services	26,518	25,291	7,092	28,100	28,100	5,821	21%
	Utilities	40,021	48,714	50,490	42,500	42,500	29,520	69%
	Fuel, Oil, Auto	0	4,402	25	144,616	144,616	3,022	2%
	Training/Dues	1,995	3,997	1,435	4,500	4,500	1,607	36%

South Feather Water and Power Agency
 General Fund Unaudited Financial Report
 August 22, 2023 Board Meeting

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Transmission & Distribution, 1-54		2,528,134	2,106,846	2,086,247	3,202,104	3,202,104	1,312,770	41%
OPERATING EXPENSES (Con't)								
Customer Accounts, 1-55								
	Salaries & Benefits	806,810	758,608	912,823	1,310,772	1,310,772	484,550	37%
	Supplies	112,376	106,891	150,878	133,970	133,970	86,227	64%
	Services	59,573	81,195	63,911	64,340	64,340	45,186	70%
	Utilities	0	964	1,556	1,575	1,575	2,205	140%
	Training/Dues	11,776	12,903	735	1,200	1,200	0	0%
Customer Accounts, 1-55		990,535	960,561	1,129,903	1,511,857	1,511,857	618,169	41%
General Plant & Shop, 1-56								
	Salaries & Benefits	527,789	388,464	440,504	673,260	673,260	276,981	41%
	Supplies	16,376	11,380	28,507	54,400	54,400	9,709	18%
	Services	13,755	2,587	585	600	600	2,509	418%
	Utilities	26,908	28,357	33,300	40,475	40,475	25,034	62%
	Fuel, Oil, Auto	113,709	121,999	186,724	4,520	4,520	87,192	1929%
General Plant & Shop, 1-56		698,537	552,787	689,620	773,255	773,255	401,424	52%
Sundry & Expense Credits, 1-57								
	Salaries & Benefits	27,334	29,256	26,512	30,000	30,000	7,114	24%
	Supplies	22,290	33,167	46,334	60,000	60,000	0	0%
	Services	235	42,430	7,714	5,000	5,000	6,832	137%
Sundry, 1-57		49,859	104,853	80,560	95,000	95,000	13,946	15%
Information Technology, 1-58								
	Salaries & Benefits	419,238	317,458	205,698	387,744	387,744	123,620	32%
	Supplies	13,622	7,630	38,259	45,730	45,730	16,922	37%
	Services	62,351	47,253	81,390	73,986	73,986	47,895	65%
	Utilities	3,045	2,479	2,355	2,650	2,650	808	31%
	Fuel, Oil, Auto	0	0	0	4,520	4,520		
	Training/Dues	1,701	6,228	175	525	525	3,979	758%
Information Systems, 1-58		499,957	381,048	327,877	515,155	515,155	193,224	38%
Sly Creek Power Plant, 1-61								
	Salaries & Benefits	363,028	323,779	487,905	540,089	540,089	252,932	47%
	Supplies	12,846	9,402	22,081	17,110	17,110	10,621	62%
	Services	39,758	36,821	36,699	29,312	29,312	12,358	42%
	Utilities	22,677	23,802	13,348	18,900	18,900	21,853	116%
	Auto Expense	0	39	66	0	0	0	0%

South Feather Water and Power Agency
 General Fund Unaudited Financial Report
 August 22, 2023 Board Meeting

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Sly Creek Power Plant, 1-61		438,309	393,843	560,100	605,411	605,411	297,764	49%
	TOTAL OPERATING EXPENSES	8,362,442	7,167,748	7,892,026	10,911,726	10,911,726	4,645,260	43%
	SUB-TOTAL, REVENUES OVER OPER EXP	(2,688,779)	(801,788)	(1,831,928)	(4,190,828)	(4,190,828)	172,772	-4%
Other Non-Operating Expenses								
	Supplies & Services	3,600	3,400	3,908	3,600	3,600	0	0%
	Interest	826,793	808,521	798,765	787,026	787,026	394,311	50%
	Principal	600,000	615,000	635,000	655,000	655,000	655,000	100%
	Pension Expense	0	0	0	0	0	0	0%
Other Non-Operating Expenses:								
CAPITAL OUTLAY:								
2019-0192	TD-Distribution System Remote Monitoring		9,551	5,438			4,627	
2020-0198	Community Line, Foothill Blvd./Oro Bangor Hwy to Grange		68,058				0	
2020-0200	Oro-Bangor Hwy/BTP to Avacado		48,097	394			0	
2020-0970	SPH-CAISO meter installation		26,094	4,857			0	
2021-0204	MRTP #2 raw water pump replacement		64,907					
2021-0205	Hwy 162 / Arbol		129,559					
2021-0206	IT-MRTP SAN replacement		23,185					
2021-0207	CA-Meter reader communications		1,750	4,557			0	
2021-0208	Replace 1998 Bobcat mini excavator, E-123		0	68,635			0	
2021-0209	IT-Fiber optic and switches replacement		0	10,296			9,401	
2021-0210	Replace 2009 Ford F-350, T-82		0	0			0	
2021-0971	SPH-SCADA upgrade		55,638	0			1,255	

South Feather Water and Power Agency
General Fund Unaudited Financial Report
August 22, 2023 Board Meeting

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CAPITAL OUTLAY (Con't)								
2022-0212	Vacuum, portable, towable			29,706			0	
2022-0213	Shotcrete Pinecrest (pipe)			22,304			0	
2022-0214	Streaming Current Analyzer with Organics module			21,742			0	
2022-0215	Ditchtender vehicle, 2021 Ford Ranger, T-318			42,785			0	
2022-0216	SPH station air compressor			10,997			0	
2022-0217	Meter Service Technician vehicle, 2022 Ford F250			69,682			0	
2022-0218	Storage System (SAN) replacement			32,743			0	
2022-0219	Palermo clean water 2022			72,743	500,000	500,000	5,861	1%
2022-0220	MRTP security cameras upgrade			8,138			0	
2022-0221	SPH security cameras for front gate and transformer			3,937			0	
2022-0222	Trailer for Bobcat (see 2021-0208)			28,305			0	
2022-0223	GPS Equipment			8,083			0	
2022-0224	Wood chipper			37,538			0	
2022-0225	Phone system upgrade, 2022			17,638			0	
2022-0226**	MRTP raw water pump 3 replacement			0			0	
2022-0227	SPH PSV Roof Replacement and Rockfall Protection			10,925	75,000	75,000	5,014	7%
2023-53a / Capital	MRTP metal storage & work shop building				0	0		
**2022-0226	Portable, towable generator for BTP Durham Pump 125 HP 900RPM Motor				30,000	30,000	30,002	100%
2023-0235	Replacement truck for T177				50,000	50,000	44,674	89%
2023-53d / Capital	Solar field inverter replacement				0	0		
2023-C53e	Filter NTU meters replacement, 4				22,000	22,000	9,017	41%
2023-53g / Capital	Asphalt seal coat, entire facility, 60,000 sq ft.				15,000	15,000		0%
2023-53h / Capital	Replacement truck for T308 (R. Liese)				80,000	80,000		0%
2023-53j / Capital	MGT recoating interior and hydropneumatic interior coating				0	0		
2023-53k / Capital	MGT fencing				32,000	32,000		0%
2022-54t / Capital	North Ditch Lincoln to Messina irrigation - Engineering Study for design				0	0		
2023-52a / Capital	Ground Penetrating Radar Equipment				25,000	25,000		0%
2023-54a / Capital	Distribution System Remote Monitoring, 2023				12,000	12,000		0%
2023-54b / Capital	Domestic - Oro Pond Service Lines and Meter Replacements				25,000	25,000		0%
2023-54c / Capital	Domestic - Coventry Interloop + Regulator Vault				75,000	75,000		0%
2023-54e / Capital	Irrigation - Dunstone line 12" (meter, manifold and valve)				20,000	20,000		0%
2023-0230	Irrigation - Shotcrete Pinecrest				10,000	10,000	10,422	104%
2023-54g / Capital	Irrigation - Bangor Canal Siphon -(Rocky Honcut)				10,000	10,000		0%
2023-54h / Capital	Domestic - Sunset View Service Line				0	0		
2023-54i / Capital	Domestic - Miners Ranch (Chopan) Line Replacement				15,000	15,000		0%
2023-54j / Capital	Irrigation - South Villa Raw Water Line Replacement 500'				35,000	35,000		0%

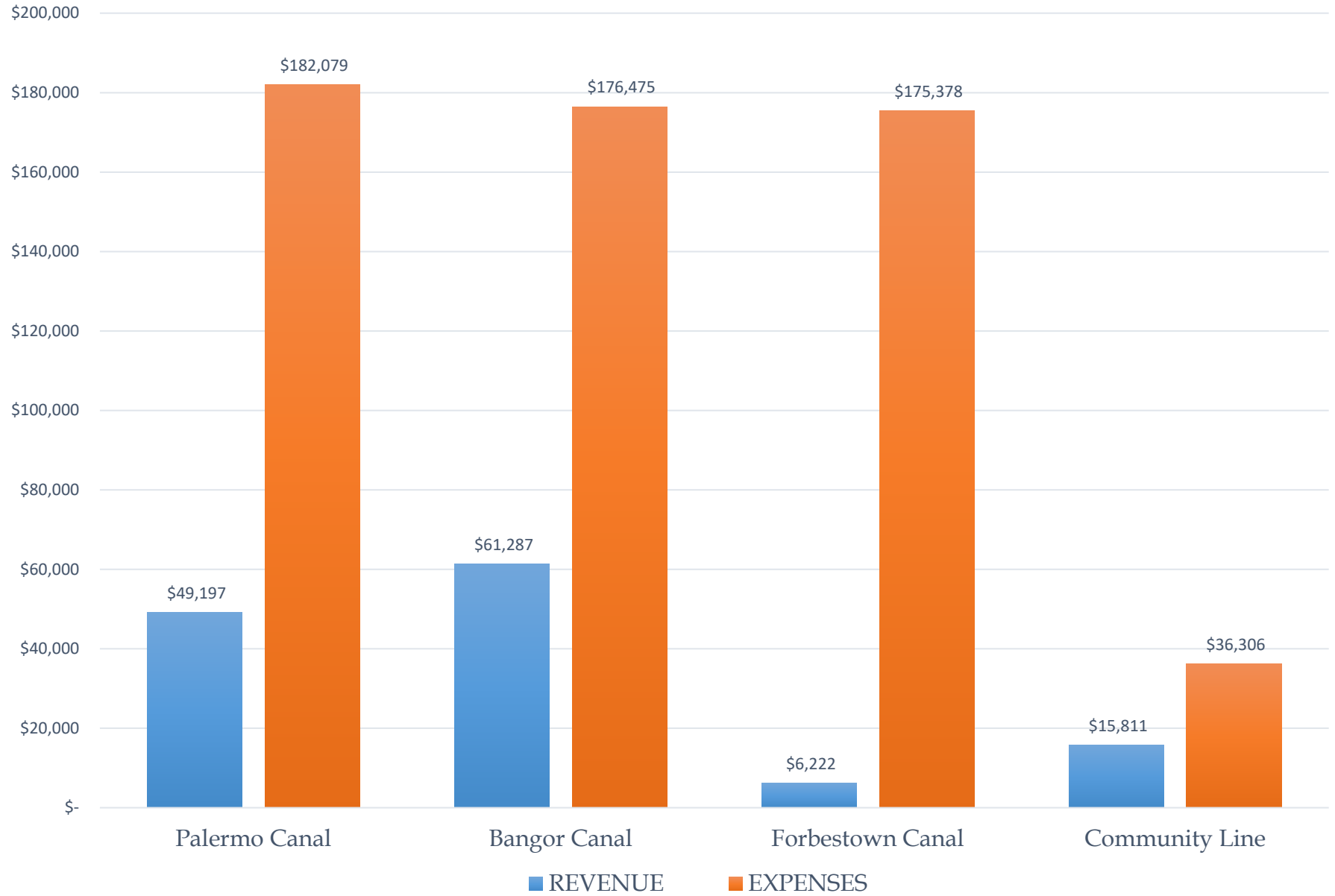
South Feather Water and Power Agency
General Fund Unaudited Financial Report
August 22, 2023 Board Meeting

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2023-54k / Capital	Irrigation - Palermo Canal Beaver Grizzly Vertical Shoring				12,000	12,000		0%
2023-0234	Irrigation - Lower Forbestown Ditch - Old Olive Hwy 140' 8" Pipe Replacement				8,000	8,000	5,867	73%
2023-54p / Capital	Irrigation - Miller Hill Gauging Stations				12,000	12,000		0%
2023-54q / Capital	Irrigation - Oakvale Palermo Canal 900' Shotcrete				37,000	37,000		0%
2023-54r / Capital	Domestic - Oro Bangor Malengo Pipe Replacement				0	0		
2023-54s / Capital	Irrigation - Culvert Replacement Ridgeway				20,000	20,000		0%
2023-54t / Capital	Domestic - Chames Court, 500' 6" AC Replacement				0	0		
2023-56a / Capital	Replace 2011 Ranger 4x4 Dichtender T-302				35,000	35,000		0%
2023-56b / Capital	Replace 2011 Ranger 4x4 Dichtender T-303				35,000	35,000		0%
2023-56c / Capital	Replace 1990 Ford F700 diesel/flatbed dump, T-132				102,000	102,000		0%
2023-56d / Capital	Replace 2012 Ford F150 Supercab 3/4 ton gas T-304				35,000	35,000		0%
2023-56e / Capital	Replace 2002 Chevy Tahoe C-3 (originally requested for Dept 50)				0	0		
2023-58f / Capital	Replace 2 Hosts				34,000	34,000		0%
2023-58g / Capital	Replace Copier				0	0		
2023-58h / Capital	Plotter replacement				0	0		
2023-58i / Capital	Finance Software Replacement				10,000	10,000		0%
2023-61a / Capital	SPH Governor upgrade				200,000	200,000		0%
2023-61b / Capital	SPH Exciter upgrade				0	0		
2023-61d / Capital	SPH Bearing Cooling Water Flow Device Upgrade				20,000	20,000		0%
2023-61e / Capital	SPH oil flow device upgrade				20,000	20,000		0%
2023-61f / Capital	SPH Bitronics line-side metering xducer				8,000	8,000		0%
	Total Capital Outlay	307,591	426,839	511,444	1,619,000	1,619,000	126,139	8%
Transfers:								
	SFPP Jt Facil Oper Fd-Minimum Payment	709,000	709,000	709,000	709,000	709,000	177,250	25%
	SFPP Jt Facil Oper Fd-Additional Payment	0	0	3,269,900	2,000,000	2,000,000	1,705,498	85%
	SFPP Jt Facil Oper Fd-Overhead	480,058	613,367	367,675	400,000	400,000	561,725	140%
	System Capacity Fund	194,946	0	0	0	0	0	0%
	Retiree Benefit Trust Fund	1,977,001	0	0	0	0	0	0%
Net Non-Operating, Capital Outlay and Transfers		1,623,021	(531,393)	2,397,458	44,374	44,374	1,269,023	2860%
NET REVENUE OVER EXPENSES		(1,065,758)	(1,333,180)	565,530	(4,146,454)	(4,146,454)	1,441,795	
Beginning Balance					1,640,341	1,640,341	1,640,341	
Ending Balance					<u>(2,506,113)</u>	<u>(2,506,113)</u>	<u>3,082,136</u>	

South Feather Water & Power Agency
 Irrigation Water Accounting
 Through
 July 31, 2023

<u>ACCT CODE</u>	<u>DESCRIPTION</u>	<u>REVENUE</u>	<u>EXPENSES</u>	<u>DIFFERENCE</u>
2023-0504	Palermo Canal	\$ 49,197	\$ 182,079	(\$132,882)
2023-0505	Bangor Canal	\$ 61,287	\$ 176,475	(\$115,188)
2023-0506	Forbestown Canal	\$ 6,222	\$ 175,378	(\$169,155)
2023-0507	Community Line	\$ 15,811	\$ 36,306	(\$20,494)
	Totals	\$ 132,517	\$ 570,237	(\$437,720)

IRRIGATION COST RECOVERY



SOUTH FEATHER WATER AND POWER AGENCY
SCHEDULE OF CASH AND INVESTMENTS
July 31, 2023

General Fund Cash and Savings Account							\$ 8,682,423	
LAIF							26,358,864	
CalTrust							1,392,268	
Five Star Bank							1,136,952	
Cash / Money Market							106,325	Annual Income
Luana Savings Bank CD	0.20%	8/14/2020	245,000	245,000	8/14/2023	244,535	490	
John Marshall Bancorp CD	0.40%	12/31/2021	245,000	245,000	8/31/2023	242,991	980	
Synchrony Bank CD	0.40%	9/30/2021	245,000	245,000	9/29/2023	243,074	980	
Medallion Bank CD	0.25%	10/26/2020	135,000	135,000	10/27/2023	133,416	338	
New York Community Bank CD	0.30%	11/9/2020	245,000	245,000	11/9/2023	241,705	735	
Beal Bank CD	0.60%	12/20/2021	245,000	245,000	12/20/2023	239,603	1,470	
Federal Home Loan Bond	0.19%	12/29/2020	249,777	250,000	12/22/2023	244,740	475	
Bank OZK CD	4.50%	11/18/2022	245,000	245,000	1/18/2024	244,169	11,025	
Customers Bank CD	4.80%	11/22/2022	245,000	245,000	2/23/2024	244,172	11,760	
US Treasury Note	0.25%	1/18/2022	258,479	262,000	3/15/2024	253,873	655	
Bankunited Bank CD	0.35%	3/15/2021	245,000	245,000	3/19/2024	237,381	858	
Ally Bank Sandy Utah CD	1.70%	3/25/2022	245,000	245,000	3/25/2024	239,316	4,165	
Comenity Capital Bank CD	2.25%	4/14/2022	245,000	245,000	4/15/2024	239,681	5,513	
Web Bank CD	0.40%	5/11/2021	245,000	245,000	5/17/2024	235,460	980	
UBS Bank CD	0.35%	6/23/2021	245,000	245,000	6/24/2024	234,026	858	
Texas Exchange Bank CD	0.50%	7/9/2021	105,000	105,000	7/9/2024	100,215	525	
First Technology Credit Union CD	3.25%	8/5/2022	245,000	245,000	8/5/2024	239,578	7,963	
Toyota Finl Svgs Bank CD	0.55%	8/5/2021	245,000	245,000	8/5/2024	233,201	1,348	
BMW Bank CD	1.70%	3/4/2022	245,000	245,000	9/4/2024	234,543	4,165	
State Bank of Dallas CD	0.70%	12/31/2021	245,000	245,000	10/1/2024	230,859	1,715	
Institution for Svg in Newburyport	0.70%	10/28/2021	245,000	245,000	10/28/2024	230,957	1,715	
Merrick Bank CD	0.80%	11/19/2021	245,000	245,000	11/19/2024	230,645	1,960	
Live Oak Banking CD	0.85%	12/29/2021	245,000	245,000	12/30/2024	228,798	2,083	
Federal Home Loan Bond	1.25%	1/28/2022	250,000	250,000	1/28/2025	234,833	3,125	
Federal Home Loan Bond	1.55%	2/18/2022	249,781	250,000	2/18/2025	235,468	3,875	
Federal Home Loan Bond	2.00%	12/6/2022	235,791	250,000	3/28/2025	236,648	5,000	
Bank of Dells Wisconsin CD	4.40%	12/23/2022	245,000	245,000	4/23/2025	240,644	10,780	

Capital One Natl Assn CD	3.10%	6/16/2022	246,000	246,000	6/16/2025	235,934	7,626
Oregon Community CU, CD	5.15%	6/21/2023	240,000	240,000	6/23/2025	238,874	12,360
Federal Home Loan Bond	3.55%	8/18/2022	245,000	245,000	7/25/2025	237,662	8,698
Connexus Credit Union CD	3.50%	8/26/2022	245,000	245,000	8/26/2025	235,935	8,575
Austin Telco Fed CU CD	3.75%	9/21/2022	249,000	249,000	9/22/2025	240,810	9,338
Capital One Bank USA CD	0.90%	11/17/2021	245,000	245,000	11/17/2025	221,649	2,205
United Bankers Bank CD	4.50%	3/17/2023	250,000	250,000	12/17/2025	246,833	11,250
Washington Fed Bank CD	4.70%	12/12/2022	245,000	245,000	12/22/2025	241,519	11,515
Liberty First Credit Union	4.55%	1/17/2023	249,000	249,000	1/1/2026	244,530	11,330
Federal Home Loan Bond	0.68%	12/15/2021	243,905	250,000	2/24/2026	224,998	1,700
Eaglebank Bethesda MD CD	4.25%	2/24/2023	245,000	245,000	2/24/2026	238,067	10,413
Direct Federal CU CD	4.70%	3/8/2023	152,000	152,000	3/9/2026	149,760	7,144
Truliant Federal Credit CD	5.15%	3/22/2023	140,000	140,000	3/23/2026	139,482	7,210
American Express Natl Bank CD	4.95%	3/31/2023	243,000	243,000	3/30/2026	240,908	12,029
Discover Bank CD	4.50%	4/26/2023	245,000	245,000	4/27/2026	240,125	11,025
Morgan Stanley Bank NA CD	4.60%	5/24/2023	245,000	245,000	5/26/2026	240,703	11,270
State Bank of India CD	1.00%	6/10/2021	245,000	245,000	6/10/2026	215,928	2,450
Sallie Mae Bank CD	4.80%	7/19/2023	245,000	245,000	7/20/2026	241,991	11,760
			<u>10,601,733</u>	<u>10,626,000</u>			
Total Fixed Income Portfolio:					Market Value	10,376,560	\$ 243,428
							2.35%
TOTAL CASH & Market Value of INVESTMENTS AT					7/31/2023	\$ 47,947,068	

I certify that all investment actions have been made in full compliance with Policy #470- Investments, and that South Feather Water and Power Agency will meet its expenditure obligations for the next six months.

Submitted by: Cheri Richter, Finance Manager 7/31/2023

Investment Transactions as of: July 31, 2023

\$245,000 CD purchased 7/19/2023 from Sallie Mae Bank, 4.80%, matures 7/20/2026, with BMO Harris CD, 7/14/2023 maturity.



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors
FROM: Dan Leon, Power Division Manager
DATE: August 16, 2023
RE: General Information (regarding matters not scheduled on agenda)
August 22, 2023 Board of Directors Meeting

OPERATIONS

Power Division Summary, Reservoir Storage, and Precipitation Reports for August 2023 are attached.

South Fork Div tunnel average flow was 67 CFS. Slate Creek Div tunnel was open for 12 days. Little Grass Valley and Sly Creek Reservoirs combined storage was 129 kAF at month's end. No reservoirs are currently spilling.

SFWPA operates and maintains the South Feather Power Project reservoirs as specified and defined by FERC and DSOD Dam Safety compliance parameters, and FERC license recreational requirements. All Project reservoirs will fluctuate in water storage and water levels throughout the year. Specifically, variations in reservoir storage and level will occur based upon any of the following:

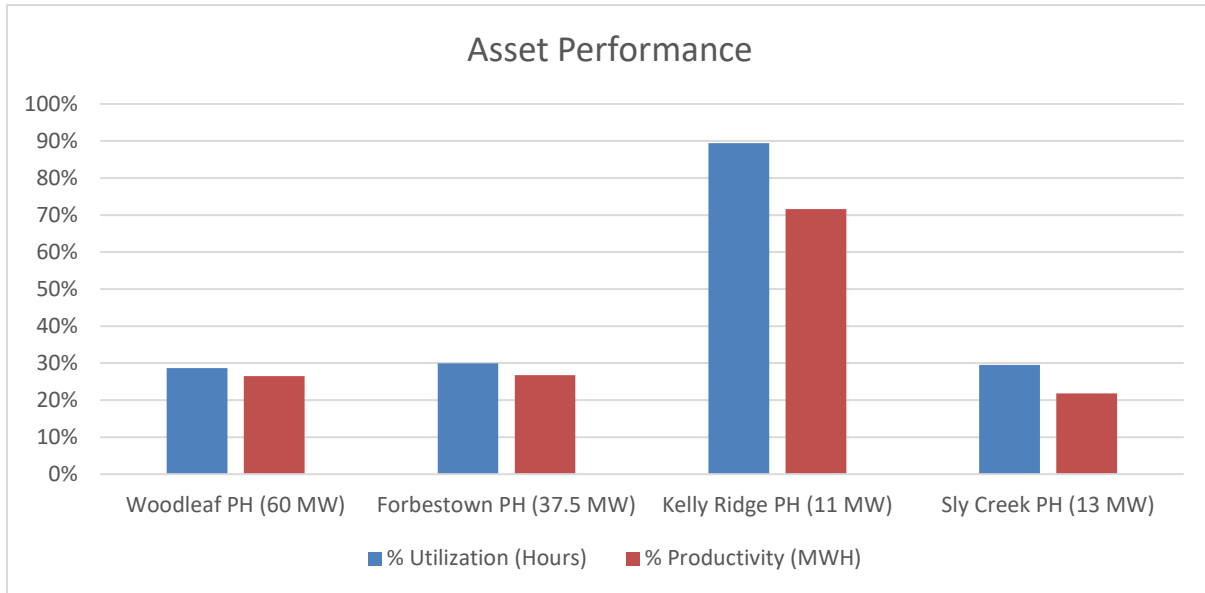
- Performing maintenance and repairs on reservoirs and dam structures
- Hydrology water year type variations
- Precipitation and weather pattern variations
- Storage management based on recreation purposes and uses
- Storage change based on water block transfers and sales
- Storage change due to powerhouse operation and dispatch schedules

Table B in this report contains Little Grass Valley Reservoir and Sly Creek Reservoir storage and level data, and historical information.

DWR Bulletin 120 observed precipitation conditions and reports will resume in the 2024 water season.

ASSET PERFORMANCE

Asset performance and availability for July 2023 summarized in the following two tables:



Generation Asset Availability				
a. Powerhouse	b. Capacity MW	c. Available for Gen. Hrs	d. Gen. Dispatched above 50% Output Hrs	e. Gen. Dispatch Potential Output Hrs
Woodleaf	60.0	744	203	541
Forbestown	37.5	744	210	534
Kelly Ridge	11.0	744	505	239
Sly Creek	13.0	741	213	528

MAINTENANCE

Powerhouses

- Woodleaf Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for February 2024.
- Forbestown Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for March 2024.
- Sly Creek Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for October 2 thru 21, 2023. Unit trip on cooling water low flow device. Recoating of valve chamber completed.
- Kelly Ridge Powerhouse. Status: In service, normal dispatch schedule. Annual

maintenance outage scheduled for November 1 thru 18, 2023.

Project Facilities and Assets

- LGV Dam – Inspect, Clean Spillway Drains, Repair Spillway Concrete, Repair Buoys, Service Low-Level Outlet Valve, Repair Portal Conduits
- LGV Res at Black Rock – Inspect, Repair Boat Dock
- South Fork Div Dam – Apply Coating to Railings and Toe Kicks
- Slate Creek Div Dam – Inspect, Perform Annual PM’s
- Sly Creek Dam – Inspect, Clean Spillway Drains, Remove Vegetation, Apply Herbicide
- Lost Crk Dam – Inspect, Perform Annual PM’s, Service Mid-Level Outlet Valves, Service Low-Level Outlet Valve, Operate Tunnel Intake Gate, Clean Drains, Remove Vegetation
- SF-14 – Inspect, Apply Herbicide
- Woodleaf Penstock – Install Tunnel Valve Controls
- MRC – Inspect Canal, Clean Trash Racks
- Station 2 and 3 – Inspect, Clean Trash Racks
- Ponderosa Dam – Inspect, Remove Vegetation, Apply Herbicide
- Project Sites – Install and Test Fire Suppression Systems
- Vehicle Fleet and Equipment – Perform Service and Maintenance

REGULATORY COMPLIANCE

Upcoming Dam Safety and Security Inspections

Our FERC field engineer will be on the Project August 22-23 to conduct safety inspections at our high hazard dams. The Gannett Fleming Security team, including the physical, cyber and structural experts, will be on site for the Security and Vulnerability assessments of all nine dams and appurtenant structures August 29-31. Our DSOD field engineer will be on site September 13-14 to conduct safety inspections at all nine jurisdictional dams. Agency maintenance crews have done an excellent job to complete annual performance maintenance and address items noted in 2022 inspection reports. We are in good shape to host our regulators out on the Project!

PROJECT WORK

Miners Ranch Canal Panel 208-212 Repair

The Agency issued an RFB to solicit proposals from qualified contractors to remove and replace a 100-foot section of the Miners Ranch Canal. A pre-bid job walk was conducted with responsive contractors on August 9th. Bids are due on September 14th.

Engineering and Design for Miners Ranch Canal Replacement Program

The Agency has executed a contract with Gannett Fleming to perform a complete engineering and design package for the Miners Ranch Canal, which will replace the incomplete and outdated drawings that we currently have, and will provide a comprehensive “alternatives analysis” to determine the most executable and cost-effective way to refurbish the canal. A project kickoff meeting will be scheduled in the upcoming weeks.

Sly Creek Powerhouse Governor Control System Replacement

RFPs were issued to Respondents on May 8, 2023 by posting on the Agency’s website and via direct email to several hydro industry firms. By the closing date of August 7, 2023, four proposals were received. The RFP outlined the Power Division staff that would comprise the Review and Ranking team, as well as the Scoring criteria. The team is currently reviewing and scoring the proposals.

PERSONNEL

Recruitment – Electrical Machinist, Journey Level

The Agency is recruiting for an Electrical Machinist, Journey Level, in preparation for future staff retirement.

**SOUTH FEATHER WATER AND POWER
SOUTH FEATHER POWER PROJECT
2023
Reservoir and Stream Operations**

	RESERVOIR ELEVATIONS				MONTHLY AVERAGE STREAM RELEASES							
	Little Grass Valley		Sly Creek		Release to SFFR at LGV Dam		Release to SFFR at Forbestown Div.		Release at Lost Creek Dam	Release at Slate Creek Div.		
Maximum Elevation End of Month Conditions	5,046.50	Feet	3,530.00	Feet								
January	5,034.43	Feet	3,502.81	Feet	8.32	cfs	204.00	cfs	113.00	cfs	430.00	cfs
February	5,034.74	Feet	3,506.16	Feet	7.89	cfs	7.69	cfs	7.19	cfs	79.80	cfs
March	5,034.72	Feet	3,515.27	Feet	7.93	cfs	681.00	cfs	274.00	cfs	598.00	cfs
April	5,037.80	Feet	3,520.28	Feet	39.80	cfs	171.00	cfs	179.00	cfs	576.00	cfs
May	5,041.71	Feet	3,524.87	Feet	405.00	cfs	230.00	cfs	199.00	cfs	824.00	cfs
June	5,041.37	Feet	3,517.54	Feet	178.00	cfs	62.60	cfs	43.90	cfs	191.00	cfs
July	5,039.19	Feet	3,509.53	Feet	66.20	cfs	11.00	cfs	12.00	cfs	23.00	cfs
August	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
September	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
October	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
November	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
December	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs

Table A.

Powerhouse Operations

	Sly Creek		Woodleaf		Forbestown		Kelly Ridge		Energy Revenue
January	5,428.21	MWH	32,624.64	MWH	25,726.22	MWH	7,437.09	MWH	\$3,195,636.16
February	2,677.38	MWH	18,497.44	MWH	12,943.98	MWH	5,397.99	MWH	\$1,743,491.85
March	5,274.14	MWH	26,121.91	MWH	15,726.87	MWH	7,394.35	MWH	\$2,393,833.10
April	5,866.43	MWH	28,278.41	MWH	21,001.38	MWH	6,702.65	MWH	\$2,877,336.02
May	6,101.08	MWH	30,896.28	MWH	23,340.29	MWH	1,925.61	MWH	\$2,891,417.03
June	5,003.24	MWH	28,299.93	MWH	18,707.64	MWH	5,909.87	MWH	\$2,743,856.13
July	2,103.55	MWH	11,820.02	MWH	7,456.70	MWH	5,860.28	MWH	\$1,701,345.39
August	0.00	MWH	0.00	MWH	0.00	MWH	0.00	MWH	\$0.00
September	0.00	MWH	0.00	MWH	0.00	MWH	0.00	MWH	\$0.00
October	0.00	MWH	0.00	MWH	0.00	MWH	0.00	MWH	\$0.00
November	0.00	MWH	0.00	MWH	0.00	MWH	0.00	MWH	\$0.00
December	0.00	MWH	0.00	MWH	0.00	MWH	0.00	MWH	\$0.00
	<u>32,454.02</u>	MWH	<u>176,538.63</u>	MWH	<u>124,903.08</u>	MWH	<u>40,627.85</u>	MWH	<u>\$17,546,915.68</u>

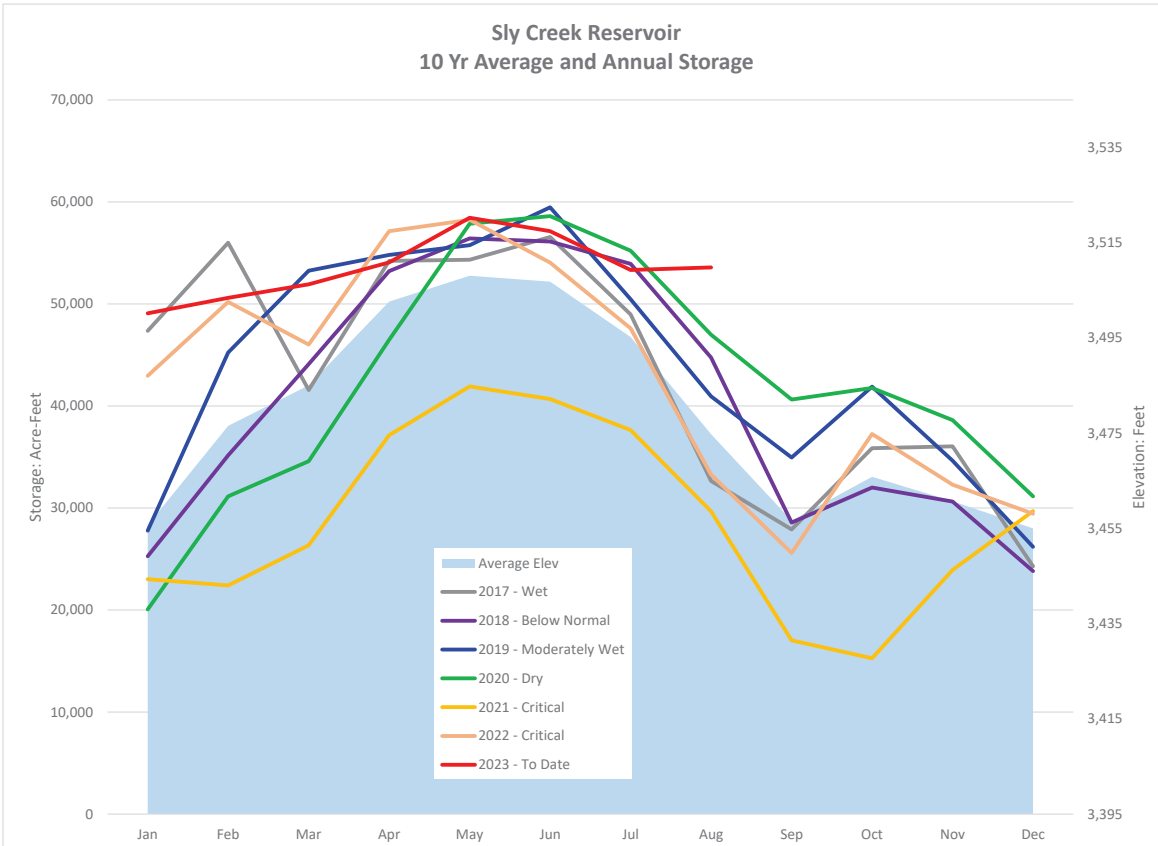
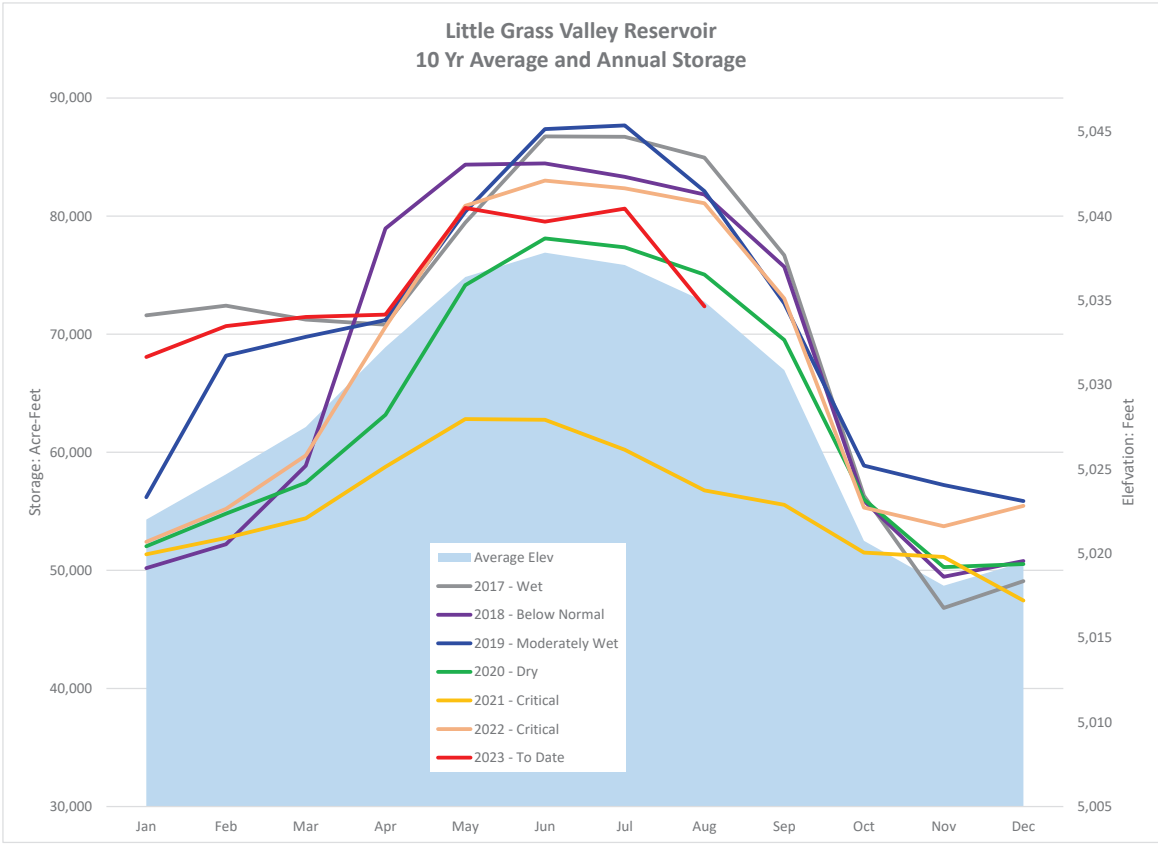


Table B.

Northern Sierra Precipitation: 8-Station Index, August 15, 2023

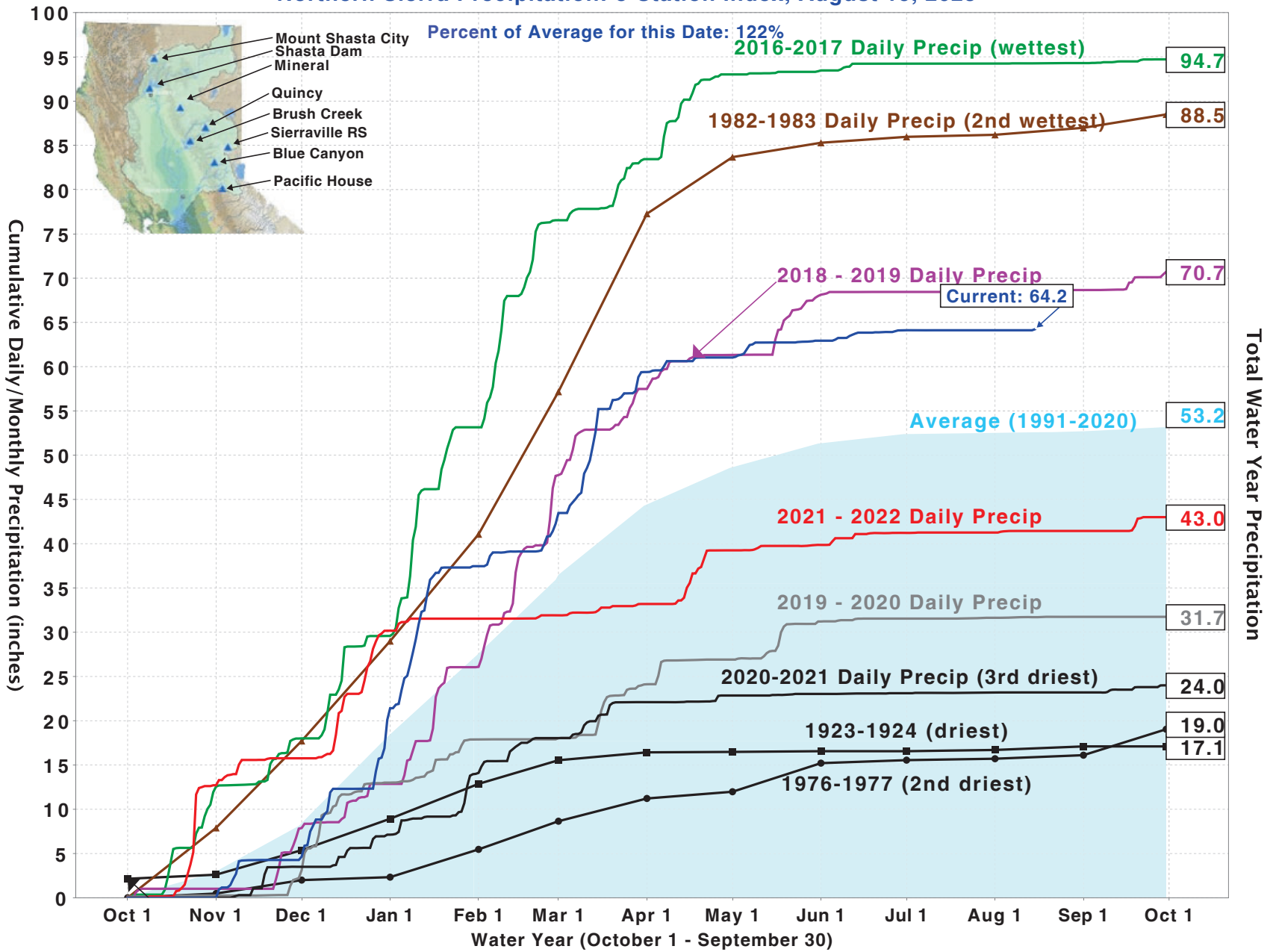


Table C.



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager
Jaymie Perrin, Operations Support Manager

DATE: August 17, 2023

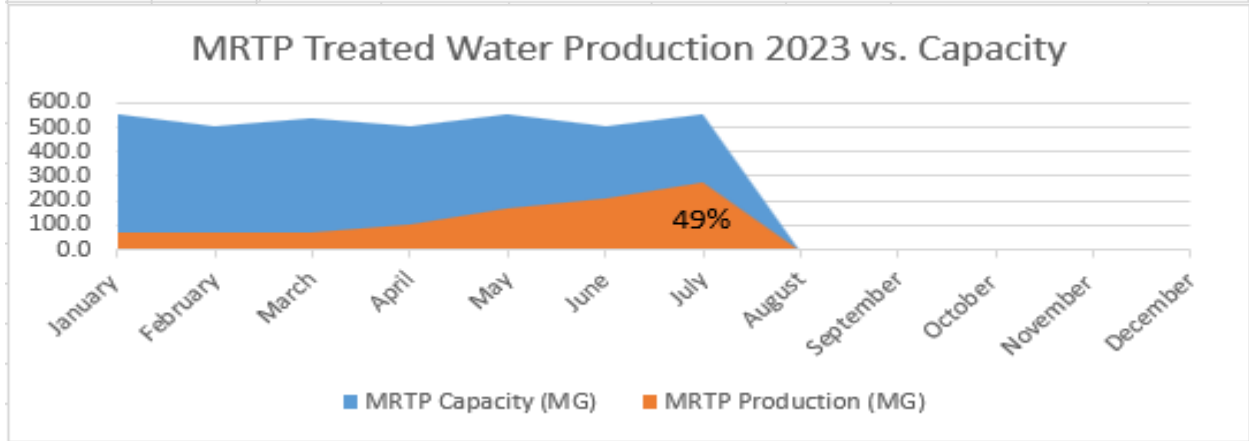
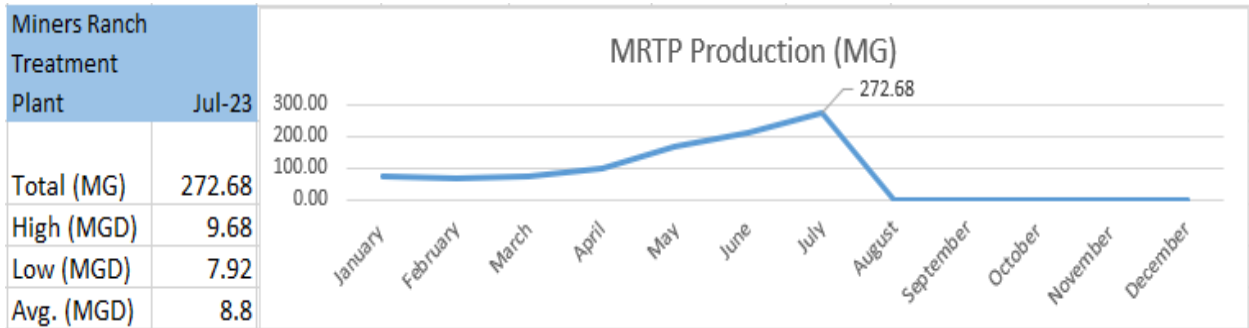
RE: General Information (regarding matters not scheduled on the agenda)
8/22/23 Board of Directors Meeting

Domestic Water Treatment Operations

The total Miners Ranch Treatment Plant (MRTP) treated water production for the month of July totaled 272.68 million gallons.

The total Bangor Treatment Plant (BTP) treated water production for the month of July totaled 1.274 million gallons.

The Red Hawk Ranch Pump Station raw water total flow for July totaled 2,437,535 gallons.



All bacteriological requirements were good for the MRTP& BTP. Miners Ranch production was 99% of average over the past 5 years. Bangor's production was 101% of average over the past 5 years.

District Wide Water Operations

Large number of leak repairs and service replacements though out the district this month primarily due to aging infrastructure. Several days were spent raising and concreting valve boxes post county contracted paving on Miners Ranch Road. Sand and gravel was hauled back from the Palermo project area to SF's yard as it is unlikely the district will be performing the work.

Aug-23	Remove Meter	Replace Meter	Ditch Maintenance	Leak Repair	Install Backflow	Raise Valve Boxes	Repair Service	Clean Screens	Concrete Valve Boxes	Replace Service Line	Haul Material
	Wakefield	Ridgeway	Palermo Canal	Bangor Canal	Oak Park	Miners Ranch	Bethridge	Community Line	Miners Ranch	Pierpont	Palermo
		Chase Ln.	Windfall Way	Rutherford Lane	Woodman	Breeze Hollow	Fortune Way			Mt. IDA	
		Riverview	District Center	Behind Lake Side Market	Lincoln Blvd.					Ridgeway	
			Miller Hill	Mt. IDA	VC Road						
			Oakvale	Pierpont	Bessie Ln.						
				Lone Tree							
				Lausen St.							
				Hillcrest							
				Woodcrest							

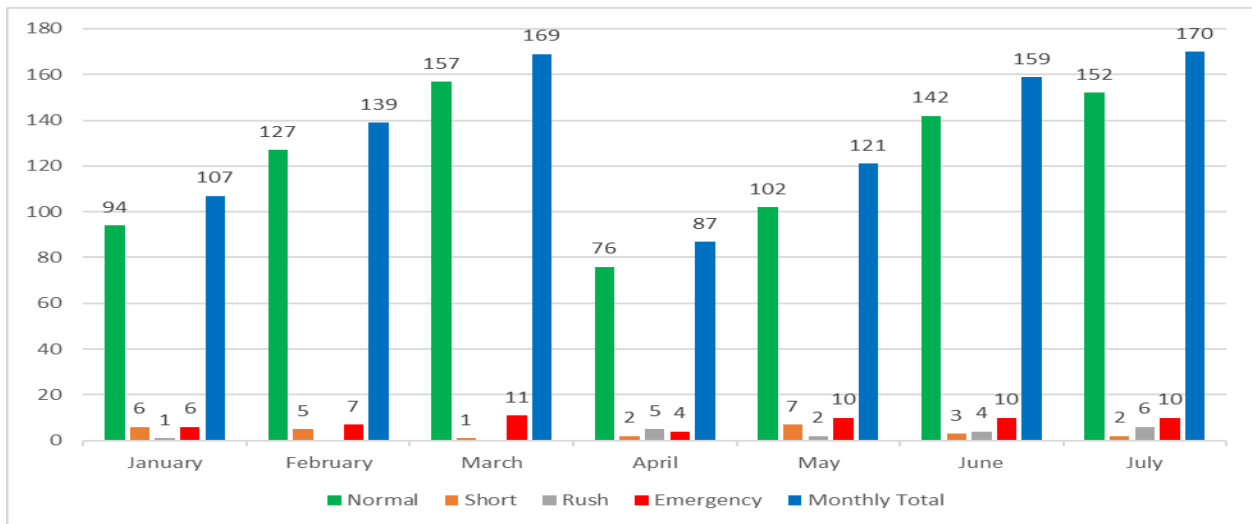
SB 998 Statistics (At time of print)

Billing cycles are based on meter reading routes

Billing Cycle	Division Impacted	Date of Service Shut-off	# of Shut-offs	Carrying Cost of Shut-offs	Remaining Services Shut-off	Carrying Cost of Remaining Accounts Shut-off
1 & 2	1,2,3,5	07/25/2023	8	\$1,424.27	2	\$274.13
3 & 4	2,3,4	08/01/2023	10	\$1,919.82	4	\$677.68
5 - 10	1,2,3,4,5	08/08/2023	7	\$1,406.51	2	\$463.71

Shut-off carrying costs include the additional incurred fees of the door hanger and meter lock in addition to the delinquent balance and other fees associated with the delinquent amount

811 Dig / Utility Service Locate System

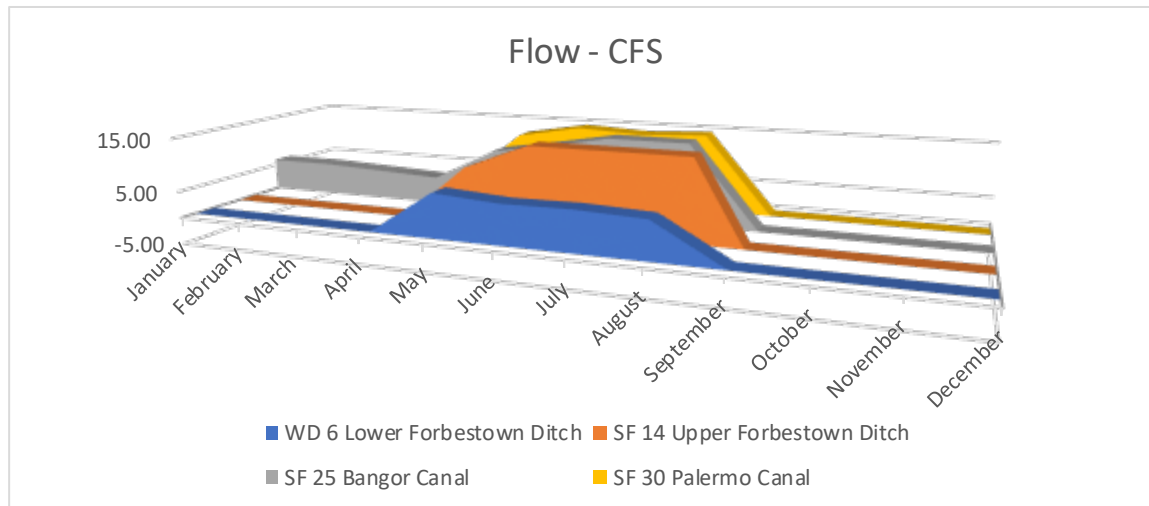


Irrigation Water Operations

All irrigation systems are in full operation. WD6 water flow was slightly reduced in a effort to increase water diversion at Costa Creek. A site visit was conducted at the Helfer-Stout Flume on the Upper Forbestown Ditch to review emergency repair needs that NYWD is working on. If there is a failure in the flume, water supply is severed to both district's (raw and treated to NYWD and raw / Lake Wyandotte Reservoir for SF).

	January	February	March	April	May	June	July	August
WD 6 Lower Forbestown Ditch	0.00	0.00	0	0	8.13	7.31	7.47	6.98
SF 14 Upper Forbestown Ditch	0.00	0.00	0	0	10.2	15.1	22.0	21.6
SF 25 Bangor Canal	6.05	6.03	5.54	5.04	11.2	13.2	15.4	15
SF 30 Palermo Canal	2.98	2.96	0.98	2.81	12.44	14.59	14.00	14.59

Raw water flow rates



General Updates

- **Water Rates:** The request for proposal for contract services to assist SF in an updated water rates study was submitted at the end of July and posted on the Agency website. There were a few emails from potential parties of interest and the official closing date for mailed proposals is Friday August 18, 2023. At the time of this writing for publication into the board packet the closing date had not occurred. An update on submissions will be communicated during the August 22, 2023 regular board meeting.
- **PG&E standby metering:** A phone meeting was conducted on August 16, 2023 with the Corporate Principal, Regulatory Affairs from PG&E in regards to standby metering at SF's four powerhouses. A discussion centered around legal requirements of parity on Hydro compared to Gas-Fired generation as it pertains to Resource Adequacy (RA). Site visits will be scheduled at all four powerhouses, access to CAISO data for determination of billing changes and tariff language supporting the use and billing costs. There are a number of items that need to be addressed around details of use and cost which will be forthcoming.
- **Advisian:** Len Marino would like to present a proposal at September's board meeting post the water storage analysis performed last year. This presentation would include
 1. Bathymetric Surveys (**study of the "beds" or "floors" of water bodies**) to determine amount of sediment in Miners Ranch and Ponderosa Reservoirs.
 2. Miners Ranch Dam crest raise study.
 3. Water Distribution Optimization Study.
- **CSDA:** The public affairs field coordinator for CSDA inquired if South Feather would be interested in providing a short, targeted tour for representatives of Assemblyman Gallagher's and Senator Dahle's office. SF staff provided a tour of Miners Ranch Treatment Plant and Kelly Power house on August 17, 2023.

Palermo Water Consolidation Project: SF is working with Butte County to receive re-imbursement of expenditures of materials on the project. The Water Board has communicated to the County that SFWPA may not be able to construct the project, given that any funding source may be required to go to bid and comply with prevailing wage requirements. The Water Board is also waiting for a Resolution from SF adopting the current rate structure and 5-year budget projections. State funding for the project is likely six months out. Below is a breakdown of what still needs to be accomplished.

- a. Financial and Environmental clearances completed by the State's credit analyst.
- b. State Management approvals.
- c. Funding Agreement.
- d. State internal processes to secure funding.
- e. Credit approvals.
- f. Applicant responses to any additional information requests.
- g. Legal performs final review.
- h. Agreement is sent.

Below is the funding status presentation from May 18, 2022.

SF invested \$587K of rate payer money and initially started the project until shut down for permitting.

Palermo Clean Water Consolidation Project

• <u>Funding Source Status</u>	<u>Amount</u>	<u>Status</u>
• Federal ARPA Funds	\$ 3,000,000	Awarded
• IRWM Implem. Funds	\$ 525,000	Awarded
• DWSRF	\$11,800,000	Application Review
• DWR Small Community	\$ 4,900,000	Application Approved – on waiting list (#4)
• Total Project Cost	\$13,700,000	With Inflation



Palermo Clean Water Consolidation Project

- Preliminary Funding Sources/Approach

- DWSRF Construction Application = \$11,800,000 (DWSRF Policy, \$/connection)
- DWR Small Communities Application = \$ 4,900,000 (funding request)
- Federal Relief Funds (approved) = \$ 3,000,000 (County)
- IRWM Implementation Funds = \$ 525,000 (through County)
- TOTAL PROJECT FUNDING NEED = \$13,700,000 (with inflation)
- Federal Relief Funds
 - Priority source for covering Phase 1 improvements
 - Secondary source for covering Phase 1 improvements – IRWM Implementation funds



Slide 16

Palermo Clean Water Consolidation Project

- Next Steps

- County/SFWPA Agree To Implement Phase 1 Project (\$3.525M Budget)
- SFWPA Agrees To Lead Phase 1 Project Construction Activities
 - Procure Phase 1 materials/supplies/equipment
 - Schedule crews for Phase 1 work starting in July 2022
 - 9-month construction schedule with County reimbursements
 - Coordinated outreach program
 - LSCE serving as Project Engineer – schedule SFWPA Kick-off Meeting



Slide 20

Staff will keep the board and public updated on status of project implementation led by the County.

- **Wyandotte Creek:** Below is the communication approving annual fees for the sub-basin annual expenses. A representative from Butte County presented an overview to the South Feather board at the April 25, 2023 regular board meeting. The below content details actual costs approved. A reminder that SF is a surface water purveyor and Wyandotte Creek is specific to groundwater.



Wyandotte Creek GSA Three-User Class Annual Fee Approved

The Wyandotte Creek GSA initiated its long-term funding mechanism process at its first Board meeting on February 23, 2023 with the anticipation it would develop and finalize the fee by August 2023, for inclusion on the 2023 property tax roll.

The funding mechanism process included a series of Wyandotte Creek GSA Board, Advisory Committee (WAC) meetings, and an informational workshop for members of the public. The process also included the preparation of revenue projections, a budget and presentations on a variety of fee options. A Fee Study was subsequently prepared that identified the preferred fee option. The Wyandotte GSA Fee is a property-related annual service fee governed by Proposition 218 (as allowed by the Water Code) and is planned to be applied on a cost of service per acre per year to lands within the Wyandotte Creek GSA boundaries in the manner described in the Fee Report.

On July 27, 2023, the Wyandotte Creek GSA held a Proposition 218 protest hearing. According to the protest hearing, the fee passes unless they received more than 5,979 protest ballots from landowners within the GSA boundaries. The GSA received a total of 108 protest ballots. At the end of the hearing the GSA Board approved a three-user class fee with the maximum amounts of \$1.38 per acre per year for non-irrigated land, \$8.98 per acre per year for irrigated surface water users, and \$13.86 per acre per year for irrigated groundwater users. However, after listening to concerns of the public, the Board approved a budget for the 23/24 fiscal year resulting in the following fees: **\$1.16 non-irrigated, \$7.39 irrigated surface water and \$11.40 irrigated groundwater, to be included on the landowner's property tax bill.** Adjustments to the fees will be made annually to reflect grant monies received and any surplus rollover for subsequent fiscal years.

Copies of the Technical Memorandum, Fee Study, and other fee related information is available on the Wyandotte Creek GSA website www.wyandottecreekgsa.com .



SOUTH FEATHER WATER & POWER AGENCY

TO: Public Recipients of Agenda Information

FROM: Rath Moseley, General Manager

DATE: August 15, 2023

**RE: Real Property Negotiations, and Anticipated and Existing Litigation
Closed Session Agenda Item for 8/22/23 Board of Directors Meeting**

The information provided to directors for this agenda item is not available to the public. The purpose for this item is to give the Board an opportunity to confer with legal counsel about litigation in which the Agency is already involved or is anticipating. The Board is permitted by law (Brown Act) to confidentially discuss information that might prejudice its legal position, to have a confidential and candid discussion about meet-and-confer issues. Such discussions are exempt from the Brown Act's requirement that matters before the Board be discussed in public. Attendance during the closed-session will be limited to directors, together with such support staff and legal counsel as determined necessary by directors for each subject under discussion.