DCA
DELTA CONVEYANCE DESIGN
& CONSTRUCTION AUTHORITY

February 17, 2021

Delta Conveyance Design and Construction Authority
Board of Directors

Subject: ***Final Materials for the February 18, 2021 Regular Board Meeting***

Members of the Board:

The next regular meeting of the Delta Conveyance Design and Construction Authority (DCA) Board of Directors is scheduled for **Tomorrow, February 18, 2021 at 2:00 p.m.** and will be held completely online via conference line and video through Ring Central (Zoom). The call-in and video information is provided in the attached agenda and a link will also be posted on the dcdca.org website.

Please note that given the current COVID-19 outbreak, the DCA will comply with public health recommendations regarding public meetings and social distancing efforts. Any meeting changes or cancellation will be communicated.

Enclosed are the final meeting materials for the Board meeting in a PDF file, which has been bookmarked for your convenience.

Regards,

Kathryn Mallon

Kathryn Mallon
DCA Executive Director

DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
BOARD OF DIRECTORS MEETING

REGULAR MEETING

Thursday, February 18, 2021
2:00 p.m.
Teleconference Meeting Only; No Physical Meeting Location
(Authorized by and in furtherance of Executive Orders N-29-20 and N-33-20)

Additional information about participating by telephone or via the remote meeting solution is available here: https://www.dcdca.org

Conference Access Information:
Phone Number: (916)262-7278 Access Code: 1496371534#

Electronic Meeting Link:
Please join my meeting from your computer, tablet, or smartphone
https://meetings.ringcentral.com/j/1496371534

AGENDA

In compliance with the Governor's Executive Orders and based on the Sacramento County health order and similar orders statewide, the meeting will be held electronically only through the listed meeting link and telephone number. Assistance to those wishing to participate in the meeting in person or remotely will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested person must request the accommodation as soon as possible in advance of the meeting by contacting the DCA support staff at (888) 853-8486 or info@dcdca.org. Members of the public may speak regarding items on the agenda when recognized by the Chair as set forth below. Speakers are limited to three minutes each; however, the Chair may limit this time when reasonable based on the circumstances. Persons wishing to provide public comment remotely on Agenda Items should complete a public comment request form at: https://tinyurl.com/dcapubliccomment by 2:15 pm. Additional information will be provided at the commencement of the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Members of the public may address the Authority on matters that are within the Authority's jurisdiction whether they are on or off the agenda. Speakers are limited to three minutes each; however, the Chair may limit this time when reasonable based on the circumstances. Persons wishing to speak may do so remotely through the electronic meeting link or teleconference number when recognized by the Chair. Parties wishing to provide remote public comment on Agenda Items should complete a public comment request form at: https://tinyurl.com/dcapubliccomment by 2:15 p.m.

5. APPROVAL OF MINUTES:

(a) December 17, 2020 Regular Board Meeting

(b) February 3, 2021 Special Board Meeting

6. CONSENT CALENDAR

Items on the Consent Calendar are considered to be routine by the Board of Directors and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a director so requests, in which event the item will be removed from the Consent Calendar and considered separately.

(a) None.

7. DISCUSSION ITEMS

(a) Consider Passing Resolution to Approve Updated Bylaws
Recommended Action: Adopt Resolution

(b) Consider Passing Resolution to Approve Amendment #5 to the Joint Exercise of Powers Agreement
Recommended Action: Adopt Resolution

(c) Appoint DCA Board Secretary
Recommended Action: Motion to Appoint

(d) February DCA Monthly Report
Recommended Action: Information Only

(e) Planning Schedule Update
Recommended Action: Information Only

8. STAFF REPORTS AND ANNOUNCEMENTS

(a) General Counsel's Report

(b) Treasurer's Report

(c) DWR Environmental Manager's Report

(d) Verbal Reports, if any

9. FUTURE AGENDA ITEMS

10. ADJOURNMENT

* * * * * *

Next scheduled meeting: March 18, 2021 Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session) and will be held on-line through videoconference (the DCA Board Room, Park Tower, 980 9th Street, Suite 100, Sacramento, CA 95814 is temporarily closed)

BOARD OF DIRECTORS MEETING

MINUTES

REGULAR MEETING
Thursday, December 17th, 2020
2:00 PM
(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER

The regular meeting of the Delta Conveyance Design and Construction Authority (DCA) Board of Directors was called to order remotely - Conference Access Information: Phone Number: (916)262-7278 Access Code: 1481527907 https://meetings.ringcentral.com/j/1481527907.

2. ROLL CALL

Board members in attendance were Richard Atwater, Tony Estremera, Sarah Palmer, and Steve Blois constituting a quorum of the Board.

DCA staff members in attendance were Kathryn Mallon, Joshua Nelson, Nazli Parvizi, Andrew Finney, and Katano Kasaine.

DWR staff member in attendance was Carrie Buckman.

3. PLEDGE OF ALLEGIANCE

President Richard Atwater convened the open session at approximately 2:00 p.m. and led all present in reciting the Pledge of Allegiance.

4. PUBLIC COMMENT

No public comment request were received for non-agendized items, President Atwater closed Public Comment.

5. APPROVAL OF MINUTES: November 19, 2020 Regular Board Meeting

Recommendation: Approve the November 19, 2020 Regular Board Meeting

Ms. Palmer provided edits to the November Board meeting minutes on Pg. 4, under verbal comments: The General Manager will execute the Joint Powers Agreement (JPA) and Zone 7 Water Agency will remain a member of the DCA.

Move to Approve Minutes as amended from November 19, 2020 as

Noted:	Palmer
Second:	Estremera
Yeas:	Estremera, Palmer, Blois, Atwater
Nays:	None
Abstains:	None

Recusals:	None
Absent:	None
Summary:	4 Yeas; 0 Nays; 0 Abstains; 0 Absent. (Motion passed as MO 20-12-01).

6. CONSENT CALENDAR

None.

7. DISCUSSION ITEMS:

a. DCA FY 2019/2020 Audit Report

Ms. Brianne Wiese, independent auditor, presented the results of the DCA audit for FY 2019/2020. An 'unmodified (unqualified) opinion' was issued, which is considered a clean opinion. An 'emphasis of matter' paragraph was included regarding funding for the DCA from the participating State Water Contractors (SWC). Also, included was an 'others matters' paragraph regarding the presentation of the financial statements on a cash basis of accounting. Aside from that, there were no matters to report.

Ms. Kasaine noted that since this audit was completed, all funding from the SWC has been approved.

Ms. Palmer asked if the 'emphasis of matter' paragraph included would affect the purchase of bonds. Ms. Wiese responded that she does not anticipate this. This area is resolved now due to the funding approval from the SWC member agencies. Ms. Kasaine clarified that at this time we will not be issuing any bonds for planning.

b. December DCA Monthly Report

Ms. Mallon referenced comments received from DWR on the draft Engineering Project Report (EPR) for the East and Central Alignments. A second draft of the EPR is expected to be completed by the end of January. Data tables and templates have been completed for the Bethany Alternative and comments from DWR are being implemented. A second draft of these documents expected to be completed by mid-January. Ms. Mallon mentioned that the project controls team is working with the contract managers and have completed processing nearly all of the budget and commitment changes to reflect the amended fiscal year 20/21 budget of $27M.

c. DCA Leadership Spotlight – Andrew Finney, Geotech Lead

Mr. Finney has a Maters of Science in Geotechnical Engineering, with 26 years of professional experience. He was the Global Technical leader for Trenchless design for CH2M/Jacobs. Most of his career has been focused on the water market. Mr. Finney began working on Delta Conveyance in 2010, participating on different iterations of the project. Mr. Finney has worked on other major projects including Freeport Regional Water Project (Intakes Facility), Los Angeles Metro (Westside Subway Extension Project Sec.1), City of Winnipeg (Cockburn/Calrossie Combined Sewer Relief Works), Eastern New Mexico Water Utility Authority (Ute Reservoir

Intake), Tarrant Regional Water District IPL (Lake Intakes and Pump Stations), & Colorado Springs Utilities (Southern Delivery System).

Mr. Finney is the Geotechnical Lead for the DCA, giving guidance on ground improvement, ground water cut off, settlement mitigation, and more. He addresses the beneficial use of recycled tunnel material (RTM) and engages with each facility team to find solutions. Mr. Finney is also the Field Work Lead where he offers technical leadership to the exploration team and right of way team to negotiate access to perform subsurface explorations. This provides the DCA with the data they need to evaluate the potential effects of the project. Key accomplishments for the DCA include leading outreach efforts to gather existing deep subsurface data and completing a geophysical test program to evaluate potential to reduce reliance on more invasive exploration methods. Additionally, the DCA has developed an alternative approach to the intake cofferdam construction and groundwater cutoff systems to reduce the need for in-river pile driving. The team has also developed rigorous seismic design guidelines.

Mr. Blois commented on the fascinating and accomplished career Mr. Finney has had.

Ms. Palmer commended Mr. Finney for being the face in the field.

d. Stakeholder Engagement Committee Update

Ms. Parvizi briefly discussed topics presented at the last SEC meeting including a deep dive into the Bethany alternative and traffic considerations. The DCA is coordinating efforts to meeting with folks from Mountain House who are located near the Bethany Reservoir. Ms. Parvizi referenced the community benefits presentation done by Ms. Janet Barbieri from DWR. There was significant discussion surrounding this topic. Ms. Parvizi emphasized the need for learning from other community benefits case study mistakes. The next SEC meeting will be on January 27th where this discussion will continue.

e. Stakeholder Engagement Report Out

Mr. Jim Wallace, SEC member representing Delta history and heritage, commented on the excellent presentations at the last SEC meeting regarding traffic and the Bethany Reservoir. Mr. Wallace expressed his concern about the community benefit program which avoids talking about the community benefit agreement document. He supports the agreement approach and recognizes this is preliminary but believes what was presented is not a robust conversation about community benefits. Mr. Wallace felt we need to find a way for grassroots organizations to participate, not solely stakeholders.

Ms. Palmer clarified that DWR plans to have the SEC be just one part of the outreach done for the community benefits program. Mr. Palmer noted we must understand and recognize that members are participating in this discussion despite their opposition to the project.

Mr. Estremera expressed his appreciation for Mr. Wallace's comments on the need for participation from community members versus only stakeholders. Ms. Parvizi agreed that there needs to be balance of getting all voices heard and needs to be a grass roots effort.

8. STAFF REPORTS AND ANNOUNCEMENTS:

a. General Counsel's Report

A written report was provided in the Board package. Mr. Nelson highlighted AB 992, a new law signed by the Governor taking into effect on January 1st. This clarifies that under the Brown Act it is omissible for public officials to use social media to discuss agency business. The law adds special rules for when public officials use social media, specifically if one Director posts something about the DCA, a second Director cannot respond to or like the posting. Mr. Nelson noted there will be a reconstituted Board, including a bylaw update that will be presented at the January Board meeting.

b. Treasurer's Report

A written report was provided in the Board package. Ms. Kasaine clarified there will be fluctuation in the cash balance due to DCA spending with anticipation of receiving payments. As of December 9th, there is a cash balance of $671K.

c. DWR Environmental Manager's Report

A written report was provided in the Board package. Ms. Buckman mentioned the continuation of work on the Environmental Impact Report (EIR) for California Environmental Quality Act (CEQA). The U.S. Army Corps of Engineers (USACE) is continuing work on an Environmental Impact Statement (EIS) under National Environmental Policy Act (NEPA). These are in early phases with much work to be done. Ms. Buckman noted that the cone penetration tests, soil borings and geophysical surveys done by DWR is completed for the year. The remaining work will begin in spring 2021. Additionally, the results of the environmental justice (EJ) survey will hopefully be presented at the January Board meeting.

d. Verbal Reports

None.

9. FUTURE AGENDA ITEMS:

Ms. Palmer mentioned the possibility of a note to discuss the future of the organization is developing and the readjustments.

10. ADJOURNMENT:

President Atwater adjourned the meeting at 2:53p.m., remotely - Conference Access Information:
Phone Number: (916)262-7278 Access Code: 1481527907
https://meetings.ringcentral.com/j/1481527907

BOARD OF DIRECTORS MEETING

MINUTES

SPECIAL MEETING
Wednesday, February 3rd, 2021
10:30 AM
(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER

The special meeting of the Delta Conveyance Design and Construction Authority (DCA) Board of Directors was called to order remotely - Conference Access Information: Phone Number: 1 (916) 262-7278 Access Code: 1487921622#, https://meetings.ringcentral.com/j/1487921622

2. ROLL CALL

Board members in attendance were Richard Atwater, Martin Milobar, Tony Estremera, Sarah Palmer, Gary Martin, Robert Cheng, and Adnan Anabtawi constituting a quorum of the Board.

Alternate Board member in attendance were Royce Fast, Barbara Keegan, Bob Tincher and Dennis LaMoreaux.

Staff members in attendance were Kathryn Mallon and Joshua Nelson.

3. PLEDGE OF ALLEGIANCE

President Richard Atwater convened the open session at approximately 10:32 a.m. and led all present in reciting the Pledge of Allegiance.

4. PUBLIC COMMENT

The DCA received no public comment requests.

5. DISCUSSION ITEMS

a) New DCA Board of Directors Introductions and Orientation: Overview of DCA Structure, Services and Meetings

Ms. Mallon introduced DCA's staff, DWR Deputy Director, and the new Board members.

Ms. Claudia Rodriguez, DCA Chief of Staff and Board clerk, said she looks forward to working with the Board.

Mr. Josh Nelson, DCA General Counsel, welcomed the new Board.

Ms. Cindy Messer, DWR Deputy Director, congratulated the new Board on behalf of DWR Director Karla Nemeth who was not able to attend this meeting. Ms. Messer highlighted the

DCA's background, which was able to quickly pivot its efforts in planning when the state shifted to a one tunnel proposed project. DWR and the DCA have worked collaboratively as a team at all levels. Ms. Messer emphasized the importance for DWR to build on this collaboration as we move through one of the most important water infrastructure projects in modern times. Ms. Messer discussed the quality time spent together building stakeholder relationships. The SEC meetings are one of many avenues to have ongoing engagement. Looking forward, DWR is working towards a draft Environmental Impact Report (EIR) to be released mid-2022. Additionally, DWR will continue conducting impact analyses and working on ways to fine tune project design in order to further address any potential impacts. Ms. Messer emphasized the Board being one of the key avenues to have channels of communication. DWR recognized the work of the DCA's member agencies' boards and the time put in at the end of 2020 in obtaining approvals for planning funds. These approvals are a sign that this project is moving in a positive direction.

Mr. Atwater thanked Ms. Messer and the whole leadership team at DWR for working collaboratively with the DCA.

Director Martin Milobar, Kern County Water Agency, has a background in civil and agriculture engineering. Mr. Milobar said he is excited to get through the planning and get to the construction phase of the project.

Director Tony Estremera, Santa Clara Valley Water District, served as the Chair of the DCA Board for nearly two years. Mr. Estremera's objective is to ensure we build this project right and to be sensitive to the Delta community and working with them collaboratively.

Director Sarah Palmer, Alameda County Flood Control & Zone 7 Water District, has a background in biochemistry. She has enjoyed being the Chair of the Stakeholder Engagement Committee (SEC). Ms. Palmer expressed excitement for the seven-person Board and the many more minds to be represented.

Director Gary Martin, Santa Clarita Valley Water Agency, has 44 years of experience as a civil engineer. Mr. Martin's goal is to help move this vitally important project forward.

Director Robert Cheng, Coachella Valley Water District, has a PhD in Civil Engineering and has worked in the water industry for more than 30 years. Mr. Cheng emphasized his responsibility of taking input from the Class 8 agencies that he represents.

Director Adnan Anabtawi, Mojave Water Agency, has a background in civil engineering with a focus on water resources and hydraulics. Mr. Anabtawi emphasized the importance of the Delta conveyance project for the state. The DCA's role has been tremendous with connecting all of the various groups.

Alternate Director Royce Fast, Kern County Water Agency, is a fourth generation farmer. Mr. Fast expressed his interest in having an effective project that is affordable.

Alternate Director Barbara Keegan, Santa Clara Valley Water District, is a civil engineer and is the Vice Chair of the SEC. Ms. Keegan reinforced the importance of the SEC as it creates an opportunity to have a dialog about the project to educate others and ourselves.

Alternate Director Bob Tincher, San Bernardino Valley Municipal District, is a civil engineer and has been with the district for 29 years. Mr. Tincher expressed the importance for this project.

Alternate Director Dennis LaMoreaux, Palmdale Water District, said he was very interested in the success of this project and getting it done right.

Moving through the presentation for the orientations, Mr. Nelson provided an overview of the JPA and JEPA.

In addition, Ms. Mallon provided a general overview of the program.

Lastly, Ms. Rodriguez, Ms. Malone, and Mr. Nelson gave an overview of general housekeeping items of the DCA and board specific items.

6. ADJOURNMENT:

President Atwater adjourned the meeting at 12:00 p.m. remotely - Conference Access Information: Phone Number: 1 (916) 262-7278 Access Code: 1487921622#, https://meetings.ringcentral.com/j/1487921622

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Board Memo

Contact: Kathryn Mallon, Executive Director and Josh Nelson, General Counsel

Date: February 18, 2021 Board Meeting **Item No.** 7a

Subject:
Consider Adopting Resolution to Approve the Updated Bylaws.

Executive Summary:
Staff recommends that the Board adopt the enclosed Resolution to Approve the Updated Bylaws.

Detailed Report:
Article XV of the initial Joint Powers Agreement required the Board of Directors to adopt Bylaws. The Board adopted initial Bylaws at its August 16, 2018 meeting, and these Bylaws have been amended a number of times. The Amended and Restated Joint Powers Agreement (JPA) similarly requires the Board of Directors to adopt Bylaws "… to govern the day-to-day operations of the Construction Authority."

To ensure consistency with the amended JPA, staff prepared the enclosed, updated Bylaws. These changes are outlined below:

- Board Composition. Clarify that the Board will be composed of seven Directors and Alternate Directors representing (1) Class 2 member agencies, (2) Class 3, 5, and 7 member agencies, (3) Class 8 member agencies [two seats], (4) Kern County Water Agency, (5) Metropolitan Water District of Southern California, and (6) Santa Clara Valley Water District.

- Officers. Remove the President and Vice-President rotation contained in the initial Joint Powers Agreement. Under the amended JPA, the Board of Directors appoints all officers for two-year terms calculated by fiscal year. Officers remain the President, Vice-President, Treasurer, and Secretary.

- Board Voting. Revise Board voting so that all decisions are made by majority vote and include the ability for Directors to request reconsideration. Reconsideration may be requested on items contained in Article XII of the JPA including, the issuance of notes or other forms of indebtedness, entering into leases for real property or equipment, the approval or modification of the annual budget, and the approval of construction contracts of $10 million or service contracts that exceed $1 million over the life of the contract. Reconsideration must be made immediately following the initial Board vote. Once a request has been made, the item is stayed and reconsidered at a future Board meeting. At that meeting, the Board votes to reconsider the item with voting weighted based on the "Contracted Proportionate Share" (discussed below) each seat represents. Each seat's vote equals the aggregate Contracted Proportionate Share of the agency or agencies the Director represents with the exception of Class 8 Directors. Their weighted vote is one-half of the aggregate Contracted Proportionate Share of the Class 8 agencies. At least 70% of the Contracted Proportionate Share is required to reconsider the item.

- Contracted Proportionate Share. Include and define "Contracted Proportionate Share." This was added to the updated JPA and is generally defined as the percentage of Delta Conveyance Project costs/benefits or planning costs that each member agency contracted for with the Department of Water Resources. As explained above, Contracted Proportionate Share applies under the weighted voting for reconsideration. Exhibit A of the Bylaws outlines the Contracted Proportionate Share for all member agencies and the weighted vote for each seat under reconsideration. There is one important note on this. The JPA anticipated a fully allocated project with all participating public water agencies joining the DCA. Currently, two participating public water agencies did not join the DCA and approximately 11.8% of costs are unallocated. To ensure weighted voting is based on one hundred percent, the Bylaws calculate Contracted Proportionate Share based on the proportional share of allocated costs between DCA member agencies only. Exhibit A will be updated without a formal amendment of the Bylaws if additional agencies join the DCA or if existing members modify their share of Delta Conveyance Project costs or planning costs.

- Committees. Clarify that the Environmental Compliance and Mitigation Committee will be established within sixty days of approval of any Delta Conveyance project. The updated JPA provides that the President will select committee members and Directors. Staff recommends having these selections be ratified by the Board.

- Formatting/Clean Up: Update the Bylaws to make non-substantive formatting and other clean-up changes.

Enclosed are copies of the draft Bylaws and a redline showing the changes from the current Bylaws.

Recommended Action:
Adopt the attached Resolution to Approve the Revised Bylaws.

Attachments:
1. Draft Resolution 21-xx
2. Exhibit A - Clean Copy of DCA Bylaws
3. Redline of Draft Changes to the Bylaws

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE
DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 21-XX

Introduced by Director xxxx
Seconded by Director xxxx

ADOPT THE UPDATED BYLAWS

Whereas, Article XV of the Amended and Restated Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority ("JPA") requires the Board of Directors to draft and approve Bylaws "…to govern the day-to-day operations of the Construction Authority.";

Whereas, the Board of Directors previously adopted the Bylaws of the Delta Conveyance Design and Construction Joint Powers Authority ("Bylaws");

Whereas, the Board of Directors wishes to update the Bylaws to ensure consistency with the JPA.

Now, therefore, the Board of Directors resolves as follows:

1. The Board of Directors hereby adopt the updated Bylaws, attached as Exhibit A and incorporated by this reference.

2. This Resolution is effective upon its adoption.

This Resolution was passed and adopted this 18th day of February 2021, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

____
Richard Atwater, Board President

Attest:

____

______________________________, Secretary

EXHIBIT A

Bylaws

[attached behind this page]

BYLAWS OF THE

DELTA CONVEYANCE DESIGN AND CONSTRUCTION

JOINT POWERS AUTHORITY

Adopted February 18, 2021

PREAMBLE

These bylaws are provided pursuant to Article XV of the Amended and Restated Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority, effective as of December 31, 2020, as such agreement may be amended from time to time, to form a joint powers authority to cooperate with the California Department of Water Resources ("DWR") by undertaking certain design and construction activities related to the new Sacramento-San Joaquin Delta ("Delta") water conveyance facilities for the purpose of conveying water from the Sacramento River north of the Delta directly to the existing State Water Project ("SWP") and, potentially, Central Valley Project ("CVP") facilities located south of the Delta.

ARTICLE 1. THE AUTHORITY

1.1 **Name**. The name of this joint powers authority is the Delta Conveyance Design and Construction Joint Powers Authority (hereinafter referred to as the "Authority").

ARTICLE 2. DEFINITIONS

2.1 **Definitions**.

2.1.1 Agreement shall mean the "Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority," effective as of December 31, 2020, as such agreement may be amended from time to time, to form a joint powers authority to cooperate with DWR through the JEPA by undertaking the design and construction activities related to the Conveyance Project.

2.1.2 Alternate Director shall mean an alternate member of the Board of Directors.

2.1.3 Board or Board of Directors shall mean the governing body of the Authority as described in Section 5.1.

2.1.4 Brown Act shall mean Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code commencing with Section 54950, or with any successor provision.

2.1.5 Bylaws shall mean these bylaws of the Delta Conveyance Design and Construction Joint Powers Authority.

2.1.6 Class or Classes of Members shall mean the following:

- Class 2: Those Members who are entitled to the delivery of State Water Project water along the South Bay Aqueduct, except Santa Clara Valley Water District.

- Class 3: Those Members who are entitled to the delivery of State Water Project water within the San Joaquin Valley, except Kern County Water Agency.

- Class 5: Those Members who are entitled to the delivery of State Water Project water along the Coastal Aqueduct downstream of the Devil's Den Pumping Plant.

- Class 7: Those Members who are entitled to the delivery of State Water Project water along the West Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.

- Class 8: Those Members who are entitled to the delivery of State Water Project water along the East Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.

2.1.7 Contracted Proportionate Share means the percentage of Conveyance Project costs and benefits that a Member has contracted for under a Long Term Water Supply Contract with DWR, or the percentage of Conveyance Project planning funding that a Member has contracted with DWR to fund. In the event that this aggregate percentage is less than one hundred percent, Contracted Proportionate Share shall be re-calculated on a proportional basis so that the total Contracted Proportionate Share equals one hundred percent. Exhibit A contains a list of the Contracted Proportionate Share of all Members and weighted vote per seat pursuant to Section 6.8.2. Any changes to the Contracted Proportionate Share shall be reflected in an updated Exhibit A, which shall supersede the prior Exhibit A and be incorporated by reference into these Bylaws without the need for an amendment to these Bylaws.

2.1.8 Conveyance Project means the project described in the DWR Notice of Preparation dated January 15, 2020 for the purpose of conveying water from the Sacramento River north of the Delta directly to the existing SWP and, potentially, CVP facilities located south of the Delta.

2.1.9 Director shall mean a member of the Board of Directors.

2.1.10 DWR shall mean the California Department of Water Resources.

2.1.11 JEPA shall mean the Amended and Restated Joint Exercise of Powers Agreement effective October 26, 2018 between the DCA and DWR, as it has been and may be amended.

2.1.12 Joint Exercise of Powers Act shall mean Chapter 5 of Division 7 of Title 1 of the Government Code commencing with Section 6500, or with any successor provision.

2.1.13 Member(s) shall mean one or more of the public entities that satisfy the requirements of Article V of the Agreement.

2.2 **Conflict Between Bylaws and Agreement**. Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement terms shall prevail, and these Bylaws shall be amended, as soon as practicable, to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction and applicable statutory definitions will govern the interpretation of these Bylaws.

ARTICLE 3. PURPOSE AND LIMITATIONS

3.1 **Purpose**. The Authority was formed with the purpose and intent of cooperating with DWR in its desire to consider and, if approved by DWR, design and construct the Conveyance Project to be owned by DWR. The Authority's cooperation is governed by the JEPA, as it may be amended.

3.2 **Forming Statute; Limitations**. The Authority is created as a joint powers authority pursuant to the Joint Exercise of Powers Act. The Authority is a public entity separate from the Members to the Agreement. Pursuant to Government Code sections 6502 or as otherwise authorized by law, the Authority may exercise those common powers, and all independent, complete and/or supplementary powers necessary or appropriate to design and construct the Conveyance Project consistent with Article IV of the Agreement.

3.3 **Method of Exercise of Powers**. Pursuant to Section 4.3 of the Agreement, the Authority shall exercise its powers in the manner and according to the methods provided under the laws applicable to the Metropolitan Water District of Southern California.

ARTICLE 4. OFFICES

4.1 **Principal Office**. The principal office for the transaction of the activities and affairs of the Authority ("Principal Office") is located at 980 9th Street, Suite 2400, Sacramento, CA 95814.

4.2 **Board Meeting Location**. The principal location for holding Board meetings shall be at 980 9th Street, Suite 100, Sacramento, CA 95814.

4.3 **Other Offices**. The Board may at any time establish branch or subordinate offices at any place or places, within or without the Authority's jurisdictional boundaries, where the Authority may conduct its activities.

4.4 **Amendment**. The Board may change the Principal Office, Board meeting location and other offices from one location to another pursuant to Article 6 of these Bylaws and consistent with Article VII of the Agreement. This Article may be amended to state the new location. The Board meeting location shall be held within the County of Sacramento, unless otherwise changed by the Board.

ARTICLE 5. DIRECTORS AND OFFICERS

5.1 **Governing Board**. The Authority shall be governed by a Board of Directors. Pursuant to Section 6.1 of the Agreement, the Board shall ensure that the Board operates in a manner that is fully compliant with the Brown Act, the Joint Exercise of Powers Act, the Agreement, and all other applicable legal requirements.

5.1.1 **Directors**. Pursuant to Section 6.1.1 of the Agreement, the Board shall be composed of up to seven (7) appointed Directors, one from each of the following Members: the Metropolitan Water District of Southern California ("MWD"), Kern County Water Agency ("KCWA"), Santa Clara Valley Water District ("SCVWD"), Class 2 Members, one representative from Class 3, 5 and 7 Members (collectively), and two (2) representatives from Class 8 Members. The governing body of each Member shall determine, in its sole discretion and pursuant to its own procedures and authorities, the person appointed to serve on the Board to represent the Member. On or before July 1 of each year, Members and the Classes of Members for each Board of Director seat shall provide to the Authority in writing the names of the Directors and shall serve without terms and at the pleasure of the Members that appointed them.

5.1.2 **Alternate Directors**. The governing board of the Member may designate an Alternate Director to act in place of its appointed Director during his or her absence. The designation of an Alternate Director shall be made in writing on or before July of each year and shall serve without terms and at the pleasure of the Members that appointed them.

5.1.3 **Policies**. The Board shall adopt procedures, rules and policies for the Authority as appropriate and necessary.

(a) The Board shall adopt a code of ethics for all Directors, Officers and employees of the Authority, whether elected or appointed, paid or unpaid.

(b) The Board shall develop and adopt a conflict of interest code for the Authority compliant with California law. Pursuant to Government Code Section 1090, Directors, Officers and employees of the Authority shall not have an interest in any contract made by the Authority.

(c) The Board shall adopt a purchasing policy for the Authority.

(d) The Board shall adopt an investment policy for the Authority.

(e) The Board shall adopt a records retention policy. This policy will provide criteria and procedures for the retention or destruction of Authority records.

5.1.4 **Travel Policy**. The Board shall establish a reimbursement policy under which a Director or others may receive actual, reasonable and necessary reimbursement for travel, meals, lodging, registration and similar expenses incurred on Authority business.

5.2 **Officers**. Pursuant to Section 6.2 of the Agreement, the officers of the Board shall consist of a President, Vice President, Secretary and Treasurer (each an "Officer"). The President, Vice President and Secretary must be members of the Board. The President, or if absent, the Vice President, shall preside at all Board meetings. In the absence of the President and Vice President, the Secretary shall chair the meeting. The President shall have the power to enforce meeting decorum and rules of order and to exercise such other powers and duties as may from time to time be assigned to the President. The Vice President, or in the Vice President's absence, the Secretary shall perform the duties of the President in the absence or inability to act of the President. The President and/or Vice President shall exercise and perform such other powers and duties as may be assigned by the Board. The Vice President shall perform the Secretary's duties if the Secretary is absent.

5.2.1 **Appointment**. The Officers shall be selected by the Board.

5.2.2 **Term of Office**. Officers shall serve two (2) year terms at the pleasure of the Board. The Secretary and Treasurer may serve for multiple consecutive terms. Years for purposes of determining terms in Section 5.2 shall be measured on a fiscal year basis. As such, the biennial rotation and selection of officers shall occur at the Board's first regular meeting in July or the next regular meeting thereafter if there is no regular meeting in July of even-numbered years.

5.2.3 **Resignation**. An Officer may resign at any time by giving written notice to the Board in accordance with Section 16.3 of the Agreement. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.

5.2.4 **Removal**. Officers of the Board may be removed and replaced at any time, with or without cause, by a majority vote of the Board. If the office of any Officer appointed pursuant to this Article becomes vacant at any time for any reason, such vacancy may be filled for the duration of the vacated term at any time by the Board in accordance with Article VI of the Agreement.

5.3 **Treasurer**. Pursuant to Section 11.4 of the Agreement and Government Code Sections 6505.5 and 6505.6, the Board shall appoint a qualified person to act as the Treasurer for the Authority ("Treasurer"). The Board may contract with a Member for provision of the services described in this Section 5.3 by a Member's employee or to assist a Director appointed as Treasurer pursuant to an agreement between the Member and the Authority, provided that such agreement complies with Section 11.4 of the Agreement.

5.3.1 The Treasurer shall be the depositary and shall have responsibility for the depositing and custody of all funds held by the Authority from any source.

5.3.2 The Treasurer shall possess the powers of, and shall perform those functions required by provisions of applicable law, including those duties described in the Joint Exercise of Powers Act and in the Agreement, and which may be prescribed by the Board or these Bylaws.

5.3.3 Pursuant to Section 11.4 of the Agreement and applicable law, all funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the fiscal year. The Treasurer shall provide strict accountability of said funds in accordance with Government Code sections 6505 and 6505.5 and all other applicable provisions of law, including any amendments thereto.

5.4 **Secretary**. The Board shall appoint a Secretary who shall have the following duties and powers and may perform such other duties as may be prescribed by the Board. The Secretary must be a Director; however, the Board may contract with a Member's employee to assist a Director appointed as Secretary pursuant to an agreement between the Member and the Authority.

5.4.1 The Secretary shall give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws and applicable law to be given.

5.4.2 The Secretary shall keep or cause to be kept, at the Principal Office or such other place as the Board may direct, a record of summary minutes of all meetings and actions of Directors, Alternate Directors and committees of the Authority, with the time and place of meeting, whether the meeting was regular or special, how any special meeting was authorized, the notice provided for the meeting, the names of those present at such meetings, and the votes, actions and proceedings of such meetings.

5.5 **Contracts for Services**. Any Member's employee(s) providing services for the benefit of the Authority pursuant to an agreement between the Member and the Authority, including, but not limited to, management and administrative services and services for the Board under Sections 5.3 and 5.4 above, shall serve as an independent contractor of the Authority, shall remain a common law employee of the respective Member for all purposes, and shall act solely at the direction of the governing body of the respective Member or management employee(s) under the exclusive control of the governing body of the respective Member. The fee for services provided by the Authority to a Member for such services shall be the subject of an agreement between the applicable Member and the Authority.

5.6 **Increasing Members**. Additional proposed Members may join the Authority in accordance with Section 5.2 of the Agreement.

ARTICLE 6. MEETINGS AND BOARD ACTION

6.1 **Regular Meetings**. The Board shall meet at least twice per year, or more frequently if the Board deems it necessary, for the purpose of conducting Authority business. Such regular meetings shall be at 1:30 p.m., unless no closed session is being held in which case the meeting may begin at 2:00 p.m. on the third Thursday of the months of January through December and, unless otherwise agreed to by the Board, or the Board may adopt a schedule of meetings at the beginning of the fiscal year.

6.2 **Special Meetings**. Special meetings of the Board may be called by the President or by a majority of all Directors, and shall be conducted pursuant to Government Code section 54956. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at a special meeting.

6.3 **Emergency Meetings**. Emergency meetings of the Board shall be conducted pursuant to Government Code section 54956.5 and may be called by the President or by a majority of Directors.

6.4 **Open Meetings**. All regular, special, and emergency meetings of the Board shall comply with the Brown Act.

6.5 **Closed Sessions**. The Board shall comply in all respects with closed session requirements and procedures of the Brown Act.

6.6 **Agenda**. The Executive Director shall prepare and the Board President shall approve the agenda for all meetings of the Board in accordance with the Brown Act, and meeting agendas shall be posted before each meeting in compliance with said Act.

6.7 **Quorum**. A majority of the Board of Directors shall constitute a quorum in order to conduct business. Alternate Directors attending meetings shall not be counted as part of any meeting quorum unless such Alternate Director is formally representing an absent Director. In the absence of a quorum, no business may be transacted except the adjournment of a meeting by the remaining Directors. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he or she participates in the meeting electronically as permitted by the Brown Act.

6.8 **Voting**. Voting shall be conducted pursuant to Section 8.2 of the Agreement. Each Director present at a meeting shall have one vote in any decision. Subject to reconsideration as set forth below, a simple majority of the entire Board shall be required for the adoption of a motion, resolution, contract authorization or other action of the Board.

6.8.1 Any Director may move to reconsider any action that pertains to items contained in Article XII of the Agreement including, but not limited to, the issuance of notes or other forms of indebtedness, including entering into leases for real property or equipment, the approval or modification of the annual budget, and the approval of construction contracts of 10 million dollars or more or service contracts that exceed 1 million dollars over the life of the contract. A request to reconsider must be made at the meeting the item is being considered and immediately following the Board's vote on that item. If a request to reconsider is made, the action shall be suspended. The Board must reconsider the item at a future meeting, which may not be less than 14 days and not more than 30 days from the date of the original action.

6.8.2 At the request to reconsider, the Board shall reconsider the original action. Notwithstanding Section 6.8, voting on the reconsidered item shall be by the Contracted Proportionate Share of the Member(s) each Director represents. For Directors appointed by Class 8, their vote shall be equal to one-half of the Contracted Proportionate Share of all Class 8 members. If at least 70 percent of the Contracted Proportionate Share votes against the action at the meeting it is reconsidered, the original action shall be deemed disapproved. If less than 70 percent of the Contracted Proportionate Share votes against the action, the original action shall take effect. This vote to reconsider shall not be subject to a subsequent request to reconsider.

6.9 **Action.** Action by the Board on all resolutions and ordinances shall be recorded in writing, signed by the President, and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

6.10 **Adjournments and Adjourned Meetings**. The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified by the Board in accordance with applicable law. If less than a majority is present at a meeting, a majority of those members of the Board present may adjourn the meeting from time to time.

ARTICLE 7. ADMINISTRATION AND STAFFING

7.1 **Staffing and Administrative Principles**. The Board shall hire an Executive Director and a General Counsel, as described below. By way of agreement with the subject Member and the Board, the Authority may also utilize the services of staff of one or more of the

Members, as appropriate. The Board may further employ such persons to assist the Executive Director as set forth in Section 7.2.

7.2 **Executive Director**. The Board may appoint an Executive Director under whose general supervision and control the activities of the Authority shall be conducted (the "Executive Director") and shall be compensated for his/her services as determined by the Board.

7.2.1 The Executive Director may be a Member entity staff member, contractor engaged by the Board or Authority employee and shall serve at the pleasure of the Board and continue in his/her capacity until he/she resigns or is terminated by the Board.

7.2.2 The Executive Director shall be the chief administrative officer of the Authority and shall have overall responsibility for the day-to-day operations and administration of the Authority. The Executive Director shall ensure that staff for the Authority are able to implement the Agreement, these Bylaws, and any other requirements imposed by law. The Executive Director may delegate any of his or her authority to the Deputy Program Manager or any other Authority staff member, provided that such delegation shall be in writing specifying the scope and timeframe of such delegation. A copy of the delegation shall be forwarded to the Board of Directors The Executive Director shall have the authority, to control, order and give directions to all employees and officers of the Authority under the Executive Director's jurisdiction. Subject to the Board's budgetary authorization and supervision of the Executive Director, it shall be the duty of the Executive Director to recruit, select, appoint, direct, promote, demote, and separate from employment any and all employees and officers of the Authority, except those positions that are appointed directly by the Board under the Agreement or these Bylaws. These duties shall also include the development and presentation to the Board of recommendations for any applicable compensation and benefits to be provided to such employees, all of whom shall be "at will" employees of the Authority. Without limiting the foregoing, the Executive Director may appoint a Deputy Program Manager or other assistants to assist in the management of the Authority.

7.2.4 Under policy direction from the Board of Directors, the Executive Director shall be responsible for, among other duties as may be assigned by the Board, the following duties:

(a) Developing the annual operating budget and other budgets required under the Agreement and contracting for services that will allow the Authority to fulfill all of its obligations under the Agreement.

(b) Executing contracts, deeds and other documents and instruments as authorized by the Board, subject to any Board policy on spending and signature authority.

(c) Exercising general supervision over all property belonging to the Authority.

(d) Exercising responsibility for purchases of all supplies, materials, and equipment of the Authority.

(e) Coordinating Board meetings and public participation opportunities associated therewith, and in coordination with the Authority's General Counsel, ensuring the Authority operates in a manner consistent with all legal requirements imposed by law on California public agencies.

(f) Ensuring that the requirements of the Joint Exercise of Powers Act are satisfied.

(g) Exercising such other powers and duties as may be prescribed by the Board or these Bylaws.

(h) Carrying out the direction of the Board.

7.3 **General Counsel**. The Board may appoint General Counsel to provide legal counsel and representation for the Board and the Authority ("General Counsel").

7.3.1 General Counsel shall give advice or written opinions as needed, and shall prepare proposed resolutions, ordinances, rules, contracts and other legal documents as requested by the Board or Executive Director. General Counsel shall attend meetings of the Board and shall attend to all legal actions that involve the Authority or are of interest to the Authority. General Counsel shall recommend appointment of special legal counsel for matters requiring specialized legal expertise as required. The Board shall set the compensation of the General Counsel and any special counsel.

7.3.2 General Counsel shall, when deemed appropriate or called upon, seek the advice and consultation of the legal counsels, and possibly employees, as necessary, from Members of the Authority on legal issues facing the Authority; in such an instance, the communications shall be confidential and protected to the fullest extent possible under the law and said communications shall not in any way preclude staff or legal counsels from fulfilling their duties and obligations to their Member, including representation in any dispute or action.

ARTICLE 8. COMMITTEES

8.1 **Committees**. Pursuant to Article X of the Agreement, the Board may, from time to time, establish standing or advisory committees. The Board shall within sixty (60) days of an approved Conveyance Project establish an Environmental Compliance and Mitigation Committee. The establishment of any committee and its duties shall require a vote of the Board and the activities of the committee shall be subject to the applicable provisions of the Brown Act. Committees shall exist for the term specified in the action creating the committee and the Board may dissolve a committee at any time through a vote of the Board. .

8.1.1 **Membership**. Committee membership and appointments, including alternates if applicable, shall be determined by the President and ratified by the Board. The Board may remove or admonish any member, or members, of any standing committee at any time. Each standing committee shall include at least one (1) Director and the Director shall act as the chair thereof. The Board may delegate such powers and authority to standing or advisory committees as the Board may determine by motion, resolution or ordinance.

8.1.2 **Conduct**. All committee meetings shall be noticed, held, and conducted in accordance with the applicable provisions of the Brown Act. The Board may establish rules of conduct for said committees. Each standing committee may establish a time and place for regular meetings and may call special meetings in the same manner as the Board. Committee meeting minutes shall be recorded and upon approval shall be distributed to the Board.

8.1.3 **Direction**. In establishing a committee, the Board shall provide specific direction to the committee regarding its tasks, expected duration for completion of its tasks, and a summary of the resources, including staff or consultant support, available to the committee in performing its tasks.

8.2 **Ad Hoc Committees**. The Board may utilize ad hoc committees, as appropriate and in compliance with the Brown Act.

ARTICLE 9. POWERS

The powers of the Authority shall be as set forth in Section 4.2 of the Agreement and in the Joint Exercise of Powers Act or as otherwise authorized by law, necessary or appropriate to design and construct the Conveyance Project as described in Section 4.2 of the Agreement.

ARTICLE 10. FINANCES

10.1 **Fiscal Year**. The fiscal year for the Authority shall begin on July 1st and end June 30th, unless the Board decides otherwise.

10.2 **Budget**. The Authority shall operate pursuant to a general operating budget and other Authority budgets adopted in accordance with Section 12.1 of the Agreement. The Authority shall endeavor to operate each year pursuant to an annually balanced operating budget so that projected annual expenses do not exceed projected annual revenues.

10.3 **Operating Budget and Expenditures**. The Board shall adopt an annual operating budget before the beginning of a fiscal year, as required to conduct its business in a manner consistent with the purposes of the Authority. Unless otherwise required by the Agreement or California law, the Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board. The Authority may invest any money in the treasury that is not required for its immediate necessities pursuant to Government Code section 6509.5 in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code section 53635.

10.4 **Funding for the Authority**. Funding for the Authority shall be in accordance with Section 12.5 of the Agreement.

10.5 **Alternative Funding Sources**. The Authority may, by a Board vote, seek funding from other alternative sources, including but not limited to state and federal grants or loans, and the issuance of bonds.

10.6 **<u>Alternative Funding Source for Payments</u>**. Pursuant to Sections 12.3 and 12.4 of the Agreement, the Board may arrange payment of the expenses of the Authority through an alternative funding source. The Board may direct repayment or return to the Members all or part of the contributions made by the Members, upon such terms as may be consistent with the Agreement. Unless otherwise prohibited by the alternative funding source, fund from said alternative source will be disbursed before Member contributions for covered Authority obligations.

ARTICLE 11. DEBTS AND LIABILITIES

Except as may be specifically provided for in the Agreement and/or Government Code Section 895.2 as amended or supplemented, the debts, liabilities and obligations of the Authority are not and will not be the debts, liabilities or obligations of any or all of the Members. However, nothing in this Article or in the Agreement prevents, or impairs the ability of, a Member or Members, from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation or liability of the Authority, including but not limited to, any bond or other debt instrument issued by the Authority.

ARTICLE 12. RECORDS

12.1 **<u>Availability</u>**. A copy of the Authority's Bylaws and the Agreement shall be kept at the Authority's Principal Office, as set forth in Section 4.1 above, and shall be open to inspection by the public at all reasonable times during office hours.

12.2 **<u>Inspection</u>**. Unless otherwise restricted by law, any Member and any Director may inspect any record of the Authority, including but not limited to the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time. A designated representative of the Member may make any inspection and copying under this Section and the right of inspection includes the right to copy. As directed and permitted by law, Authority records shall be open to inspection by the public.

ARTICLE 13. AMENDMENT

13.1 **<u>Amendment.</u>** These Bylaws may be amended, added to, or repealed by resolution approved by a two/thirds vote of the Board.

EXHIBIT A

	Member	NCPS	CPS
1	Alameda County FC&WCD, Zone 7	2.20%	2.53%
2	Alameda County Water District	1.15%	1.32%
3	Antelope Valley-East Kern Water Agency	3.95%	4.54%
4	Coachella Valley Water District	3.78%	4.34%
5	Crestline-Lake Arrowhead Water Agency	0.16%	0.18%
6	Desert Water Agency	1.52%	1.75%
7	Dudley Ridge Water District	1.02%	1.17%
8	Kern County Water Agency	11.22%	12.89%
9	Metropolitan Water District of So. Calif.	47.13%	54.14%
10	Mojave Water Agency	2.45%	2.82%
11	Palmdale Water District	1.06%	1.21%
12	San Bernardino Valley Municipal Water District	2.80%	3.22%
13	San Gabriel Valley Municipal Water District	0.79%	0.90%
14	San Gorgonio Pass Water Agency	2.00%	2.30%
15	Santa Clara Valley Water District	3.23%	3.71%
16	Santa Clarita Valley Water Agency	2.60%	2.98%
		87.05%	99.99%

NCPS: nominal Contracted Proportionate Share
CPS: revised Contracted Proportionate Share

Reconsideration Weighted Vote by Seat

1	Class 2	3.84%
2	Class 3, 5, 7	4.16%
3	Class 8	10.63%
4	Class 8	10.63%
5	Kern County Water Agency	12.89%
6	Metropolitan Water District of So. Calif.	54.14%
7	Santa Clara Valley Water District	3.71%
		100%

BYLAWS OF THE

DELTA CONVEYANCE DESIGN AND CONSTRUCTION

JOINT POWERS AUTHORITY

~~**Adopted November ___, 2020**~~

Adopted February 18, 2021

PREAMBLE

These bylaws are provided pursuant to Article XV of the Amended and Restated Joint Powers Agreement ~~by and among the Alameda County Flood Control and Water Conservation District, Zone 7, the Metropolitan Water District of Southern California, and the Santa Clara Valley Water District effective as of May 14, 2018, among the signatory parties thereto~~Forming the Delta Conveyance Design and Construction Joint Powers Authority, effective as of December 31, 2020, as such agreement may be amended from time to time, to form a ~~Joint Powers Authority~~joint powers authority to cooperate with the California Department of Water Resources ("DWR") by undertaking certain design and construction activities related to the new Sacramento-San Joaquin Delta ("Delta") water conveyance facilities for the purpose of conveying water from the Sacramento River north of the Delta directly to the existing State Water Project ("SWP") and, potentially, Central Valley Project ("CVP") ~~pumping plants~~facilities located south of the Delta.

ARTICLE 1. THE AUTHORITY

1.1 **Name**. The name of this joint powers authority is the Delta Conveyance Design and Construction Joint Powers Authority (hereinafter referred to as the "Authority").

ARTICLE 2. DEFINITIONS

2.1 **Definitions**.

2.1.1 Agreement shall mean the "Joint Powers Agreement ~~by and among the Alameda County Flood Control Water Conservation District, Zone 7, the Metropolitan Water District of Southern California, and the Santa Clara Valley Water District, effective as of May 14, 2018, among the signatory parties thereto~~Forming the Delta Conveyance Design and Construction Joint Powers Authority," effective as of December 31, 2020, as such agreement may be amended from time to time, to form a ~~Joint Powers Authority~~joint powers authority to cooperate with ~~the California Department of Water Resources ("~~DWR~~")~~ through ~~a Joint Exercise of Powers Agreement ("~~the JEPA~~")~~ by undertaking the design and construction activities related to the ~~California WaterFix ("~~Conveyance Project~~") for the purpose of conveying water from the Sacramento River north of the Delta directly to the existing State Water Project ("SWP") and Central Valley Project ("CVP") pumping plants located south of the Delta.~~.

2.1.2 Alternate Director shall mean an alternate member of the Board of Directors.

2.1.3 ~~2.1.2~~ Board or Board of Directors shall mean the governing body of the Authority as described in Section ~~5.1 herein~~5.1.

2.1.4 ~~2.1.3~~ Brown Act shall mean Chapter 9 of Part 1 of Division 2 of Title 5 of the ~~California~~ Government Code commencing with Section 54950, or with any successor provision.

2.1.5 ~~2.1.4~~ Bylaws shall mean ~~the~~these bylaws of the Delta Conveyance Design and Construction Joint Powers Authority~~, contained herein~~.

2.1.6 Class or Classes of Members shall mean the following:

- Class 2: Those Members who are entitled to the delivery of State Water Project water along the South Bay Aqueduct, except Santa Clara Valley Water District.

- Class 3: Those Members who are entitled to the delivery of State Water Project water within the San Joaquin Valley, except Kern County Water Agency.

- Class 5: Those Members who are entitled to the delivery of State Water Project water along the Coastal Aqueduct downstream of the Devil's Den Pumping Plant.

- Class 7: Those Members who are entitled to the delivery of State Water Project water along the West Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.

- Class 8: Those Members who are entitled to the delivery of State Water Project water along the East Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.

2.1.7 Contracted Proportionate Share means the percentage of Conveyance Project costs and benefits that a Member has contracted for under a Long Term Water Supply Contract with DWR, or the percentage of Conveyance Project planning funding that a Member has contracted with DWR to fund. In the event that this aggregate percentage is less than one hundred percent, Contracted Proportionate Share shall be re-calculated on a proportional basis so that the total Contracted Proportionate Share equals one hundred percent. Exhibit A contains a list of the Contracted Proportionate Share of all Members and weighted vote per seat pursuant to Section 6.8.2. Any changes to the Contracted Proportionate Share shall be reflected in an updated Exhibit A, which shall supersede the prior Exhibit A and be incorporated by reference into these Bylaws without the need for an amendment to these Bylaws.

2.1.8 Conveyance Project means the project described in the DWR Notice of Preparation dated January 15, 2020 for the purpose of conveying water from the Sacramento River north of the Delta directly to the existing SWP and, potentially, CVP facilities located south of the Delta.

2.1.9 ~~2.1.5~~ Director shall mean a member of the Board of Directors~~, as defined herein~~.

2.1.10 DWR shall mean the California Department of Water Resources.

2.1.11 JEPA shall mean the Amended and Restated Joint Exercise of Powers Agreement effective October 26, 2018 between the DCA and DWR, as it has been and may be amended.

2.1.12 ~~2.1.6~~ Joint Exercise of Powers Act shall mean Chapter 5 of Division 7 of Title 1 of the ~~California~~ Government Code commencing with ~~section~~Section 6500, or with any successor provision.

2.1.13 ~~2.1.7 Members~~Member(s) shall mean ~~all~~one or more of the public entities that satisfy the requirements of Article V of the Agreement.

2.2 **Conflict Between Bylaws and Agreement**. Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement terms shall prevail, and these Bylaws shall be amended, as soon as practicable, to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction and applicable statutory definitions will govern the interpretation of these Bylaws.

ARTICLE 3. PURPOSE AND LIMITATIONS

3.1 **Purpose**. The Authority was formed with the purpose and intent of cooperating with ~~the California Department of Water Resources ("DWR")~~DWR in its desire to consider and, if approved by DWR, design and construct the ~~California WaterFix~~Conveyance Project to be owned by DWR~~,~~. The Authority's cooperation is governed by the JEPA ~~agreement entered into with DWR effective as of May 22, 2018, establishing that the Authority would undertake those activities required to complete the design and construction of the Conveyance Project in a manner consistent with the JEPA.~~, as it may be amended.

3.2 **Forming Statute; Limitations**. The Authority is created as a joint powers authority pursuant to the ~~provisions of the Government Code of the State of California relating to the joint exercise of powers per Government Code sections 6500, *et seq.* On or before May 14, 2018, the Members each approved the Agreement.~~Joint Exercise of Powers Act. The Authority is a public entity separate from the Members to the Agreement. Pursuant to Government Code sections ~~6584 *et seq.*~~6502 or as otherwise authorized by law, the Authority may exercise those common powers, and all independent, complete and/or supplementary powers necessary or appropriate to design and construct the Conveyance Project consistent with Article IV of the Agreement.

3.3 **Method of Exercise of Powers**. Pursuant to Section 4.3 of the Agreement, the Authority shall exercise its powers in the manner and according to the methods provided under the laws applicable to the Metropolitan Water District of Southern California.

ARTICLE 4. OFFICES

4.1 **Principal Office**. The principal office for the transaction of the activities and affairs of the Authority ("Principal Office") is located at ~~1121 L~~980 9th Street, Suite ~~1045~~2400, Sacramento, CA 95814.

4.2 **Board Meeting Location**. The principal location for holding Board meetings shall be at ~~828 I,~~980 9th Street, Suite 100, Sacramento, CA 95814.

4.3 **Other Offices**. The Board may at any time establish branch or subordinate offices at any place or places, within or without the Authority's jurisdictional boundaries, where the Authority may conduct its activities.

4.4 **Amendment**. The Board may change the Principal Office, Board ~~Meeting Location~~meeting location and other offices from one location to another pursuant to Article 6 of these Bylaws and consistent with Article VII of the Agreement. This ~~Section~~Article may be amended to state the new location. The Board meeting location shall be held within the County of Sacramento, unless otherwise changed by the Board.

ARTICLE 5. DIRECTORS AND OFFICERS

5.1 **Governing Board**. The Authority shall be governed by a Board of Directors. Pursuant to Section 6.1 of the Agreement, the Board shall ensure that the Board operates in a manner that is fully compliant with the Brown Act, the Joint Exercise of Powers Act, the Agreement, and all other applicable legal requirements.

5.1.1 **Directors**. Pursuant to Section 6.1.1 of the Agreement, the Board shall be ~~initially~~ composed of up to ~~five~~seven (~~5~~7) appointed ~~representatives (each a "Director")~~Directors, one from each of the following Members: the Metropolitan Water District of Southern California ("MWD") ~~in its SWP capacity~~, Kern County Water Agency ("KCWA"), Santa Clara Valley Water District ("SCVWD"), ~~State Water Project contractor ("SWC") selected by otherwise non-represented SWP contractors and the Metropolitan Water District of Southern California in a non-SWP capacity. Subject to an affirmative vote of four (4) out of five (5) or 80% of all Directors, the number of Directors may be expanded to seven (7) Directors if, at any point after the execution of the Agreement, there are three (3) or more CVP contractors, other than Santa Clara Valley Water District, that desire to become members~~Class 2 Members, one representative from Class 3, 5 and 7 Members (collectively), and two (2) representatives from Class 8 Members. The governing body of each Member shall determine, in its sole discretion and pursuant to its own procedures and authorities, the person appointed to serve on the Board to represent the Member. ~~Directors shall be appointed prior to the initial meeting or within 30 days of an entity becoming a Member~~On or before July 1 of each year, Members and the Classes of Members for each Board of Director seat shall provide to the Authority in writing the names of the Directors and shall serve without terms and at the pleasure of the ~~governing bodies~~Members that appointed them.

5.1.2 **Alternate Directors**. The governing board of the Member may designate an Alternate Director to act in place of its appointed Director during his or her absence. The designation of an Alternate Director shall be made in writing ~~and shall provide such written designation to the Authority's Secretary as soon as feasible~~on or before July of each year and shall serve without terms and at the pleasure of the Members that appointed them.

5.1.3 **Policies**. The Board shall adopt procedures, rules and policies for the Authority as appropriate and necessary.

(a) The Board shall adopt a code of ethics for all Directors, Officers and employees of the Authority, whether elected or appointed, paid or unpaid.

(b) The Board shall develop and adopt a conflict of interest code for the Authority compliant with California law. Pursuant to Government Code Section 1090, Directors, Officers and employees of the Authority shall not have an interest in any contract made by the Authority.

(c) The Board shall adopt a purchasing policy for the Authority.

(d) The Board shall adopt an investment policy for the Authority.

(e) The Board shall adopt a records retention policy. This policy will provide criteria and procedures for the retention or destruction of Authority records.

5.1.4 **Travel Policy**. The Board shall establish a reimbursement policy under which a Director or others may receive actual, reasonable and necessary reimbursement for travel, meals, lodging, registration and similar expenses incurred on Authority business.

5.2 **Officers**. Pursuant to Section 6.2 of the Agreement, the officers of the Board shall consist of a President, Vice President, Secretary and Treasurer (each an "Officer"). The President, Vice President and Secretary must be members of the Board. The President, or if absent, the Vice President, shall preside at all Board meetings. In the absence of the President and Vice President, the Secretary shall chair the meeting. The President shall have the power to enforce meeting decorum and rules of order and to exercise such other powers and duties as may from time to time be assigned to the President. The Vice President, or in the Vice President's absence, the Secretary shall perform the duties of the President in the absence or inability to act of the President. The President and/or Vice President shall exercise and perform such other powers and duties as may be assigned by the Board. The Vice President shall perform the Secretary's duties if the Secretary is absent.

5.2.1 **Appointment**. The ~~Secretary and Treasurer shall be chosen at the initial meeting or as soon as practical thereafter. The offices of President and Vice President shall be filled and shall rotate as follows:~~Officers shall be selected by the Board.

~~**Year**~~	~~**Construction JPA President**~~	~~**Construction JPA Vice-President**~~	~~**Environment Committee Chair**~~	~~**Environment Committee Vice-Chair**~~
~~Year 1-2~~	~~Santa Clara Valley Water District (SCVWD)~~	~~Metropolitan Water District of Southern California (MWD)~~	~~Kern County Water Agency (KCWA)~~	~~State Water Contractor at large (SWC)~~
~~Year 3-4~~	~~MWD~~	~~KCWA~~	~~SWC~~	~~SCVWD~~
~~Year 5-6~~	~~KCWA~~	~~SWC~~	~~SCVWD~~	~~MWD~~
~~Year 7-8~~	~~SWC~~	~~SCVWD~~	~~MWD~~	~~KCWA~~
~~Year 9-10~~	~~SCVWD~~	~~MWD~~	~~KCWA~~	~~SWC~~
~~Year 11-12~~	~~MWD~~	~~KCWA~~	~~SWC~~	~~SCVWD~~
~~Year 13-14~~	~~KCWA~~	~~SWC~~	~~SCVWD~~	~~MWD~~
~~Year 15-16~~	~~SWC~~	~~SCVWD~~	~~MWD~~	~~KCWA~~

~~In the event that one of the above offices cannot be filled as provided because an entity has not yet become a Member, the office may be filled by an unanimous vote of the Board of Directors. In such event, the appointee shall serve the term of office as specified in Section 5.2.2.~~

5.2.2 **Term of Office**. Officers shall serve two (2) year terms ~~and, except for the offices of President and Vice President, serve~~ at the pleasure of the Board. The Secretary and Treasurer may serve for multiple consecutive terms. Years for purposes of determining terms in Section 5.2 shall be measured on a fiscal year basis. As such, the biennial rotation and selection of officers shall occur at the Board's first regular meeting in July or the next regular meeting thereafter if there is no regular meeting in July of even-numbered years.

5.2.3 **Resignation**. An Officer may resign at any time by giving written notice to the Board in accordance with Section 16.3 of the Agreement. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.

5.2.4 **Removal**. Officers of the Board may be removed and replaced at any time, with or without cause, by a majority vote of the Board. If the office of any Officer appointed pursuant to this Article becomes vacant at any time for any reason, such vacancy may be filled for the duration of the vacated term at any time by the Board in accordance with Article VI of the Agreement.

5.3 **Treasurer**. Pursuant to ~~Sections~~Section 11.4 of the Agreement and Government Code Sections 6505.5 and 6505.6, the Board shall appoint a qualified person to act as the Treasurer for the Authority ("Treasurer"). The Board may contract with a Member for provision of the services described in this Section 5.3 by a Member's employee or to assist ~~an Authority~~a Director appointed as Treasurer pursuant to an agreement between the Member and the Authority, provided that such agreement complies with ~~Sections~~Section 11.4 of the Agreement.

5.3.1 The Treasurer shall be the depositary and shall have responsibility for the depositing and custody of all funds held by the Authority from any source.

5.3.2 The Treasurer shall possess the powers of, and shall perform those functions required by provisions of applicable law, including those duties described in the Joint Exercise of Powers Act and in the Agreement, and which may be prescribed by the Board or these Bylaws.

5.3.3 Pursuant to Section 11.4 of the Agreement and applicable law, all funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the fiscal year

. The Treasurer shall provide strict accountability of said funds in accordance with Government Code sections 6505 and 6505.5 and all other applicable provisions of law, including any amendments thereto.

5.4 **Secretary**. The Board shall appoint a Secretary who shall have the following duties and powers and may perform such other duties as may be prescribed by the Board. The Secretary must be a ~~Member of the Board~~Director; however, the Board may contract with a Member's employee to assist ~~an Authority~~a Director appointed as Secretary pursuant to an agreement between the Member and the Authority.

5.4.1 The Secretary shall give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws and applicable law to be given.

5.4.2 The Secretary shall keep or cause to be kept, at the Principal Office or such other place as the Board may direct, a record of summary minutes of all meetings and actions of Directors, Alternate Directors and committees of the Authority, with the time and place of meeting, whether the meeting was regular or special, how any special meeting was authorized, the notice provided for the meeting, the names of those present at such meetings, and the votes, actions and proceedings of such meetings.

5.5 **Contracts for Services**. Any Member's employee(s) providing services for the benefit of the Authority pursuant to an agreement between the Member and the Authority, including, but not limited to, management and administrative services and services for the Board under Sections 5.3 and 5.4 above, shall serve as an independent contractor of the Authority, shall remain a common law employee of the respective Member for all purposes, and shall act solely at the direction of the governing body of the respective Member or management employee(s) under the exclusive control of the governing body of the respective Member. The fee for services provided by the Authority to a Member for such services shall be the subject of an agreement between the applicable Member and the Authority.

5.6 **Increasing Members**. Additional proposed Members may join the Authority in accordance with Section 5.2 of the Agreement.

ARTICLE 6. MEETINGS AND BOARD ACTION

6.1 **Regular Meetings**. The Board shall meet at least twice per year, or more frequently if the Board deems it necessary, for the purpose of conducting Authority business. Such regular meetings shall be at 1:30 p.m., unless no closed session is being held in which case the meeting may begin at 2:00 p.m.~~,~~ on the third Thursday of the months of January through December and, unless otherwise agreed to by the Board, or the Board may adopt a schedule of meetings at the beginning of the fiscal year.

6.2 **Special Meetings**. Special meetings of the Board may be called by the President or by a majority of all Directors, and shall be conducted pursuant to ~~California~~ Government Code section 54956. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at a special meeting.

6.3 **Emergency Meetings**. Emergency meetings of the Board shall be conducted pursuant to ~~California~~ Government Code section 54956.5 and may be called by the President or by a majority of Directors.

6.4 **Open Meetings**. All regular, special, and emergency meetings of the Board shall comply with the Brown Act.

6.5 **Closed Sessions**. The Board shall comply in all respects with closed session requirements and procedures of the Brown Act.

6.6 **Agenda**. The Executive Director shall prepare and the Board President shall approve the agenda for all meetings of the Board in accordance with the Brown Act, and ~~regular~~ meeting agendas shall be posted ~~72 hours~~ before each meeting in compliance with said Act.

6.7 **Quorum**. A majority of the Board of Directors shall constitute a quorum in order to conduct business. Alternate Directors attending meetings shall not be counted as part of any meeting quorum unless such Alternate Director is formally representing an absent Director. In the absence of a quorum, no business may be transacted except the adjournment of a meeting by the remaining Directors. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he or she participates in the meeting ~~telephonically as provided~~electronically as permitted by the Brown Act.

6.8 **Voting**. Voting shall be conducted pursuant to Section 8.2 of the Agreement. Each Director present at a meeting shall have one vote in any decision. ~~Unless otherwise specified in the Agreement,~~Subject to reconsideration as set forth below, a simple majority of the ~~quorum~~entire Board shall be required for the adoption of a motion, resolution, contract authorization or other action of the Board. ~~Less than a majority may make a motion for adjournment. A vote of four (4) out of five (5) or 80% of Directors, or a majority vote of all Directors, whichever number is less, shall be required for those items listed in Section 8.2 of the Agreement.~~

6.8.1 Any Director may move to reconsider any action that pertains to items contained in Article XII of the Agreement including, but not limited to, the issuance of notes or other forms of indebtedness, including entering into leases for real property or equipment, the approval or modification of the annual budget, and the approval of construction contracts of 10 million dollars or more or service contracts that exceed 1 million dollars over the life of the contract. A request to reconsider must be made at the meeting the item is being considered and immediately following the Board's vote on that item. If a request to reconsider is made, the action shall be suspended. The Board must reconsider the item at a future meeting, which may not be less than 14 days and not more than 30 days from the date of the original action.

6.8.2 At the request to reconsider, the Board shall reconsider the original action. Notwithstanding Section 6.8, voting on the reconsidered item shall be by the Contracted Proportionate Share of the Member(s) each Director represents. For Directors appointed by Class 8, their vote shall be equal to one-half of the Contracted Proportionate Share of all Class 8 members. If at least 70 percent of the Contracted Proportionate Share votes against the action at the meeting it is reconsidered, the original action shall be deemed disapproved. If less than 70 percent of the Contracted Proportionate Share votes against the action, the original action shall take effect. This vote to reconsider shall not be subject to a subsequent request to reconsider.

6.9 **Action.** Action by the Board on all resolutions and ordinances shall be recorded in writing, signed by the President, and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

6.10 **Adjournments and Adjourned Meetings**. The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified by the Board in accordance with applicable law. If less than a majority is present at a meeting, a majority of those members of the Board present may adjourn the meeting from time to time.

ARTICLE 7. ADMINISTRATION AND STAFFING

7.1 **Staffing and Administrative Principles**. The Board shall hire an Executive Director and a General Counsel, as described below. By way of agreement with the subject Member and the Board, the Authority may also utilize the services of staff of one or more of the Members, as appropriate. The Board may further employ such persons to assist the Executive Director as set forth in Section 7.2.

7.2 **Executive Director**. The Board may appoint an Executive Director under whose general supervision and control the activities of the Authority shall be conducted (the "Executive Director") and shall be compensated for his/her services as determined by the Board.

7.2.1 The Executive Director may be a Member entity staff member, contractor engaged by the Board or Authority employee and shall serve at the pleasure of the Board and continue in his/her capacity until he/she resigns or is terminated by the Board.

7.2.2 The Executive Director shall be the chief administrative officer of the Authority and shall have overall responsibility for the day-to-day operations and administration of the Authority. The Executive Director shall ensure that staff for the Authority are able to implement the Agreement, these Bylaws, and any other requirements imposed by law. The Executive Director may delegate any of his or her authority to the Deputy Program Manager or any other Authority staff member, provided that such delegation shall be in writing specifying the scope and timeframe of such delegation. A copy of the delegation shall be forwarded to the Board of Directors The Executive Director shall have the authority, to control, order and give directions to all employees and officers of the Authority under the Executive Director's jurisdiction. Subject to the Board's budgetary authorization and supervision of the Executive Director, it shall be the duty of the Executive Director to recruit, select, appoint, direct, promote, demote, and separate from employment any and all employees and officers of the Authority, except those positions that are appointed directly by the Board under the Agreement or these Bylaws. These duties shall also include the development and presentation to the Board of recommendations for any applicable compensation and benefits to be provided to such employees, all of whom shall be "at will" employees of the Authority. Without limiting the foregoing, the Executive Director may appoint a Deputy Program Manager or other assistants to assist in the management of the Authority.

7.2.4 Under policy direction from the Board of Directors, the Executive Director shall be responsible for, among other duties as may be assigned by the Board, the following duties:

(a) Developing the annual operating budget and other budgets required under the Agreement and contracting for services that will allow the Authority to fulfill all of its obligations under the Agreement.

(b) Executing contracts, deeds and other documents and instruments as authorized by the Board, subject to any Board policy on spending and signature authority.

(c) Exercising general supervision over all property belonging to the Authority.

(d) Exercising responsibility for purchases of all supplies, materials, and equipment of the Authority.

(e) Coordinating Board meetings and public participation opportunities associated therewith, and in coordination with the Authority's ~~legal counsel~~General Counsel, ensuring the Authority operates in a manner consistent with all legal requirements imposed by law on California public agencies.

(f) Ensuring that the requirements of the Joint Exercise of Powers Act ~~(Cal. Gov. Code, § 6500 *et seq.*)~~ are satisfied.

(g) Exercising such other powers and duties as may be prescribed by the Board or these Bylaws.

(h) Carrying out the direction of the Board.

~~7.3 **Interim Administration**. Until the Executive Director is appointed, and except for Treasurer functions, Authority administration may be accomplished through the appointment of an interim administrator and/or through a collaborative staffing model in which the professional and technical staff of the Members shall work together to provide staff leadership, management and administration of the Authority~~

7.3 ~~7.4~~ **General Counsel**. The Board may appoint General Counsel to provide legal counsel and representation for the Board and the Authority ("General Counsel").

7.3.1 ~~7.4.1~~ General Counsel shall give advice or written opinions as needed, and shall prepare proposed resolutions, ordinances, rules, contracts and other legal documents as requested by the Board or Executive Director. General Counsel shall attend meetings of the Board and shall attend to all legal actions that involve the Authority or are of interest to the Authority. General Counsel shall recommend appointment of special legal counsel for matters requiring specialized legal expertise as required. The Board shall set the compensation of the General Counsel and any special counsel.

7.3.2 ~~7.4.2~~ General Counsel shall, when deemed appropriate or called upon, seek the advice and consultation of the legal counsels, and possibly employees, as necessary, from Members of the Authority on legal issues facing the Authority; in such an instance, the communications shall be confidential and protected to the fullest extent possible under the law and said communications shall not in any way preclude staff or legal counsels from fulfilling their duties and obligations to their Member, including representation in any dispute or action.

ARTICLE 8. COMMITTEES

8.1 **~~Standing~~ Committees**. Pursuant to Article X of the Agreement, the Board ~~President~~ may, from time to time, establish standing or advisory committees ~~with~~. The Board ~~approval, including~~shall within sixty (60) days of an approved Conveyance Project establish an Environmental Compliance and Mitigation Committee ~~to be chaired in accordance with the table in Section 5.2.1 above or as modified in accordance with Section 6.3.1 of the Agreement, for the purpose of making recommendations on the various activities of the Authority~~. The establishment of any ~~standing~~ committee and its duties shall require a vote of the Board and the activities of the ~~standing~~ committee shall be subject to the applicable provisions of the Brown Act. ~~Standing committees~~Committees shall exist for the term specified in the action creating the committee and the Board may dissolve a committee at any time through a vote of the Board. ~~The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them~~.

8.1.1 **Membership**. ~~Standing committee~~Committee membership and appointments, including alternates if applicable, shall be ~~nominated~~determined by the ~~Board~~ President and ~~approved~~ratified by the Board. The Board ~~shall have the sole discretion to~~may remove or admonish any member, or members, of any standing committee at any time. ~~The Board may, at its sole discretion, appoint an alternate member to any standing committee.~~ Each standing committee shall include at least one (1) Director and the Director shall act as the chair thereof. The Board may delegate such powers and authority to standing or advisory committees as the Board may determine by motion, resolution or ordinance.

8.1.2 **Conduct**. All ~~standing~~ committee meetings shall be noticed, held, and conducted in accordance with the applicable provisions of the Brown Act. The Board ~~shall appoint the respective committee chairs in consultation with the committee members and the Board may further~~may establish rules of conduct for said ~~standing~~ committees. Each standing committee may establish a time and place for regular meetings and may call special meetings in the same manner as the Board. ~~Standing committee~~Committee meeting minutes shall be recorded and upon approval shall be distributed to the Board.

8.1.3 **Direction**. In establishing a ~~standing~~ committee, the Board shall provide specific direction to the ~~standing~~ committee regarding its tasks, expected duration for completion of its tasks, and a summary of the resources, including staff or consultant support, available to the ~~standing~~ committee in performing its tasks.

8.2 **~~Other~~Ad Hoc Committees**. The ~~President of the Board and the Board itself each has authority to establish ad hoc, technical or other~~Board may utilize ad hoc committees, as appropriate and in compliance with the Brown Act.

~~8.3 **Advisory Committee**. The Board may create advisory committees in accordance with Article X of the Agreement. Advisory committees' purpose shall be to solicit information from other local agencies and potentially affected stakeholders within the jurisdictional boundaries of the Authority. Each standing committee shall include at least one (1) Director and the Director shall act as the chair thereof The Board may delegate such powers and authority to advisory committees as the Board may determine by motion, resolution or ordinance. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.~~

ARTICLE 9. POWERS

The powers of the Authority shall be as set forth in Section 4.2 of the Agreement and in ~~Government Code sections 6584 *et seq.*~~the Joint Exercise of Powers Act or as otherwise authorized by law, necessary or appropriate to design and construct the Conveyance Project as described in Section 4.2 of the Agreement.

ARTICLE 10. FINANCES

10.1 **Fiscal Year**. The fiscal year for the Authority shall begin on July 1st and end June 30th, unless the Board decides otherwise.

10.2 **Budget**. The Authority shall operate pursuant to a general operating budget and other Authority budgets adopted in accordance with Section 12.1 of the Agreement. The Authority shall endeavor to operate each year pursuant to an annually balanced operating budget so that projected annual expenses do not exceed projected annual revenues.

10.3 **Operating Budget and Expenditures**. The Board shall adopt an annual operating budget before the beginning of a fiscal year~~ or any other date established by the Board~~, as required to conduct its business in a manner consistent with the purposes of the Authority. Unless otherwise required by the Agreement or California law, the Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board. The Authority may invest any money in the treasury that is not required for its immediate necessities pursuant to Government Code section 6509.5 in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code section 53635.

10.4 **Funding for the Authority**. Funding for the Authority shall be in accordance with Section 12.5 of the Agreement.

10.5 **Alternative Funding Sources**. The Authority may, by a Board vote, seek funding from other alternative sources, including but not limited to state and federal grants or loans, and the issuance of bonds.

10.6 **Alternative Funding Source for Payments**. Pursuant to Sections 12.3 and 12.4 of the Agreement, the Board may arrange payment of the expenses of the Authority through an alternative funding source. The Board may direct repayment or return to the Members all or part of the contributions made by the Members, upon such terms as may be consistent with the Agreement. Unless otherwise prohibited by the alternative funding source, fund from said alternative source will be disbursed before Member contributions for covered Authority obligations.

ARTICLE 11. DEBTS AND LIABILITIES

Except as may be specifically provided for in the Agreement and/or ~~California ~~Government Code Section 895.2 as amended or supplemented, the debts, liabilities and obligations of the Authority are not and will not be the debts, liabilities or obligations of any or all of the Members. However, nothing in this Article or in the Agreement prevents, or impairs the ability of, a Member or Members, from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation or liability of the Authority, including but not limited to, any bond or other debt instrument issued by the Authority.

ARTICLE 12. RECORDS

12.1 **Availability**. A copy of the Authority's Bylaws and the Agreement shall be kept at the Authority's Principal Office, as set forth in Section 4.1 above, and shall be open to inspection by the public at all reasonable times during office hours.

12.2 **Inspection**. Unless otherwise restricted by law, any Member and any Director may inspect any record of the Authority, including but not limited to the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time. A designated representative of the Member may make any inspection and copying under this Section and the right of inspection includes the right to copy. As directed and permitted by law, Authority records shall be open to inspection by the public.

ARTICLE 13. AMENDMENT ~~AND REVIEW~~

13.1 **Amendment.** These Bylaws may be amended ~~from time~~, added to ~~time~~, or repealed by resolution approved by a two/thirds vote of the Board.

~~13.2 **Review**. The Bylaws of the Authority may be amended, added to, or repealed by a 2/3 vote of the Board of Directors at any meeting of the Board, provided notice of the proposed change or changes is given in the notice of regular or special meeting. In the event that a conflict exists between a provision in the Bylaws and a provision in the Agreement, the provision in the Agreement shall govern.~~

~~**IN WITNESS WHEREOF**, the parties have executed this as of the date first above written.~~

EXHIBIT A

	Member	NCPS	CPS
1	Alameda County FC&WCD, Zone 7	2.20%	2.53%
2	Alameda County Water District	1.15%	1.32%
3	Antelope Valley-East Kern Water Agency	3.95%	4.54%
4	Coachella Valley Water District	3.78%	4.34%
5	Crestline-Lake Arrowhead Water Agency	0.16%	0.18%
6	Desert Water Agency	1.52%	1.75%
7	Dudley Ridge Water District	1.02%	1.17%
8	Kern County Water Agency	11.22%	12.89%
9	Metropolitan Water District of So. Calif.	47.13%	54.14%
10	Mojave Water Agency	2.45%	2.82%
11	Palmdale Water District	1.06%	1.21%
12	San Bernardino Valley Municipal Water District	2.80%	3.22%
13	San Gabriel Valley Municipal Water District	0.79%	0.90%
14	San Gorgonio Pass Water Agency	2.00%	2.30%
15	Santa Clara Valley Water District	3.23%	3.71%
16	Santa Clarita Valley Water Agency	2.60%	2.98%
		87.05%	99.99%

NCPS: nominal Contracted Proportionate Share
CPS: revised Contracted Proportionate Share

	Reconsideration Weighted Vote by Seat	
1	Class 2	3.84%
2	Class 3, 5, 7	4.16%
3	Class 8	10.63%
4	Class 8	10.63%
5	Kern County Water Agency	12.89%
6	Metropolitan Water District of So. Calif.	54.14%
7	Santa Clara Valley Water District	3.71%
		100%

~~By:~~ ________________________________
~~Name:~~

~~CERTIFICATE OF ADOPTION~~

~~I, the undersigned, certify that I am the duly appointed and authorized Secretary/ Executive Director of the DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a California joint powers authority, and the above stated Bylaws, consisting of 12 pages, are the Bylaws of this Authority as approved by the Board of Directors on _16_ day of August, 2018, to be effective as of __August 16_, 2018.~~

____

~~Jill Duerig~~
~~Executive Director~~

Summary report: **Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 2/12/2021 9:20:18 AM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanage/iManage/33482073/2	
Modified DMS: iw://imanage/iManage/33482073/5	
Changes:	
Add	114
~~Delete~~	120
~~Move From~~	0
Move To	0
Table Insert	2
~~Table Delete~~	3
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	239

Board Memo

Contact: Kathryn Mallon, Executive Director and Josh Nelson, General Counsel

Date: February 18, 2021 Board Meeting **Item No.** 7b

Subject:
Consider Adopting Resolution to Authorize the President to Execute an Amendment to the Joint Exercise of Powers Agreement Related to the Scope of DCA's Agency under the Agreement.

Executive Summary:
Staff recommends that the Board adopt the enclosed Resolution to Authorize the President to Execute an Amendment to the Joint Exercise of Powers Agreement Related to the Scope of DCA's Agency under the Agreement.

Detailed Report:
At its June 20, 2019 meeting, the Board of Directors approved an Amendment to the Joint Exercise of Powers Agreement (JEPA). This Amendment allows the DCA to provide planning and environmental services to the Department of Water Resources (DWR) to assist in its review of a potential future Delta Conveyance project under the California Environmental Quality Act (CEQA) and other applicable laws. The DCA has provided these services since the amendment and will continue to do so during the current planning phase of the proposed Delta Conveyance project. The JEPA has been furthered amended in the Second, Third, and Fourth Amendments.

DWR and DCA staff have discussed the need for an additional amendment to the JEPA. This Amendment No. 5 would clarify that the DCA is authorized to act as DWR's agent under permits, agreements, and authorizations that DWR has already obtained or will obtain in connection with environmental review, geotechnical work, planning, engineering, and design of a potential future Delta Conveyance project. Most immediately, the amendment would authorize DCA to act as DWR's agent under DWR's permits and approvals relating to geotechnical work, and it also authorizes DCA to act as DWR's agent relating to future work under the JEPA, as applicable. Amendment No. 5 does not commit DWR or DCA to proceed with any potential future Delta Conveyance project, and it does not approve any such project. The amendment merely clarifies the scope of DCA's agency under the JEPA as set forth herein.

In addition, the proposed Amendment No. 5 makes an administrative amendment, changing the repayment date of the DWR initial contribution from January 10, 2021 to January 10, 2023. This contribution is currently $43.2 million and provides temporary funding that will be repaid by the DCA.

As noted in the attached resolution, approval of the Amendment does not qualify as a project subject to CEQA. A redline is not provided in the packet as this amendment simply updates the deadline to repay the DWR initial contribution and adds a new section to the JEPA.

Recommended Action:

Adopt the attached Resolution to Authorize the President to Execute an Amendment to the Joint Exercise of Powers Agreement.

Attachments:

Attachment 1 - Draft Resolution 21-xx
Exhibit A - JEPA Amendment #5

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE

DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 21-XX

Introduced by Director xxxx
Seconded by Director xxxx

AUTHORIZE THE PRESIDENT TO EXECUTE AN AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT

Whereas, DWR and the DCA previously entered into that certain Joint Exercise of Powers Agreement between the parties as amended by Amendments No. 1-4 (JEPA); and

Whereas, the parties wish to further amend the JEPA as set forth in the attached Amendment No. 5; and

Whereas, the proposed edits to the JEPA clarify that the DCA is authorized to act as DWR's agent under permits, agreements, and authorizations that DWR has already obtained or will obtain in connection with environmental review, geotechnical work, planning, engineering, and design of a potential future Delta Conveyance project; and

Whereas, the proposed edits to the JEPA further modify the repayment date of the DWR Initial Contribution as defined in the JEPA;

Now, therefore, be it resolved that the DCA Board hereby finds that approval of Amendment No. 5 is not a project subject to the California Environmental Quality Act (CEQA). Amendment No. 5 does not qualify as a "project" subject to CEQA because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (c)(3), 15378, subd. (a).) Amendment No. 5 does not authorize any activity that could potentially impact the environment; rather, Amendment No. 5 merely clarifies the scope of DCA's agency under the JEPA and make other administrative edits to the JEPA. The amendment is thus an organizational or administrative activity that is not subject to CEQA. (State CEQA Guidelines, § 15378, subd. (b)(4)-(5).)

Therefore, be it further resolved that the DCA Board hereby authorizes the President to execute Amendment No. 5 to the Joint Exercise of Powers Agreement, substantially in the form attached to this Resolution as Exhibit A and incorporated by this reference.

* * * * *

This Resolution was passed and adopted this 18th day of February 2021, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

____
Richard Atwater, Board President

Attest:

____

______________________________, Secretary

EXHIBIT A

JEPA Amendment No. 5

[attached behind this page]

AMENDMENT NO. 5
TO
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE DEPARTMENT OF WATER RESOURCES, STATE OF CALIFORNIA AND THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

This Amendment No. 5 to the October 26, 2018 Amended And Restated Joint Exercise of Powers Agreement Between the Department of Water Resources of the State of California ("DWR"), as previously amended, and the Delta Conveyance Design and Construction Joint Powers Authority ("Authority") is entered into and effective as of the last date set forth on a signature page hereto.

RECITALS

WHEREAS, in May 2018 DWR and the Authority (collectively "the Parties") entered into a Joint Exercise of Powers Agreement and in October 2018 into an Amended and Restated Joint Exercise of Powers Agreement, whereby the Authority has been retained by DWR to manage the design and construction of California WaterFix under DWR's ultimate control and oversight;

WHEREAS, the State has set a new water policy for California and on May 2, 2019 DWR withdrew its approval of the California WaterFix project and announced it would embark on new planning and environmental documentation for Delta Conveyance;

WHEREAS, the parties entered into that Amendment No. 1 to the Amended and Restated Joint Exercise of Powers Agreement ("Amendment No. 1") to outline the initial planning and engineering services that the Authority will provide to DWR during its consideration of a potential Delta Conveyance;

WHEREAS, the parties entered into that Amendment No. 2 to the Amended and Restated Joint Exercise of Powers Agreement, as amended, to increase the Initial Contribution and make certain other changes;

WHEREAS, the parties entered into that Amendment No. 3 to the Amended and Restated Joint Exercise of Powers Agreement, as amended, to increase the Initial Contribution and make certain other changes;

WHEREAS, the parties entered into that Amendment No. 4 to the Amended and Restated Joint Exercise of Powers Agreement, as amended, (collectively, the "Agreement") to increase the Initial Contribution;

WHEREAS, Government Code section 6504 permits parties to a joint exercise of powers agreement to contribute funds, personnel and services, subject to repayment as set forth in such agreement; and

WHEREAS, consistent with Section 6504 and applicable law, the parties desire to further amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment No. 5, the parties hereby agree to amend the Agreement as follows.

AMENDMENT

A. The reimbursement date for the Initial DWR Contribution set forth in paragraph E of Amendment No. 4 is hereby changed to January 10, 2023.

B. The following is hereby added to the Agreement as section 26 thereof:

26. <u>Permits</u>. The Parties acknowledge that the environmental review, planning, engineering and design of a Conveyance Project will require numerous third-party

consents, permits, orders, and/or agreements or other regulatory authorizations ("Permits") and compliance therewith. DWR hereby authorizes the Authority to act as DWR's agent under those Permits DWR has already obtained or will obtain in support of environmental review, planning, engineering, and design and that are applicable to the Work, as defined in the Agreement, to the extent such authorization is not prohibited by the relevant Permits or applicable law and provided further that, if prior notice is specifically required, the Authority has first issued written notice to the issuer of the relevant Permit.

In carrying out its obligations under this Agreement and as DWR's agent under this section of the Agreement, the Authority and its agents shall comply with all applicable conditions of all Permits. The Authority shall be solely liable for any and all penalties or other costs associated with any enforcement actions arising from violation or alleged violation of conditions or requirements of any Permits.

In carrying out its obligations under this Agreement, the Authority and its agents shall comply with all applicable federal, State, or local laws, existing during the term of this Agreement, including those pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in such applicable law. The Authority shall be liable for any and all penalties or other enforcement actions associated with violation of any such laws by the Authority or any of its officers, employees, contractors, or agents. The Authority shall defend, indemnify, and hold DWR harmless for the Authority's actions and omissions under this Section pursuant to the terms and conditions of Section 12.

(*Remainder of page intentionally left blank*)

Except as hereby amended, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year hereinafter written.

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES	**DESIGN AND CONSTRUCTION AUTHORITY**
By:____________________	By:____________________
Title:____________________	Title:____________________
Date:____________________	Date:____________________
Approved as to legal form and consistency	**Approved as to legal form and consistency**
By:____________________ Chief Counsel	By:____________________ General Counsel

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Board Memo

Contact: Kathryn Mallon, Executive Director and Josh Nelson, General Counsel

Date: February 18, 2021 Board Meeting **Item No.** 7c

Subject:
Consider Appointing a Secretary for the remainder of Fiscal Years 2020/21 and 2021/22.

Executive Summary:

Staff recommends that the Board of Directors appoint a Secretary for the remainder of the Fiscal Years 2020/21 and 2021/22 term of office.

Detailed Report:

Article VI of the Joint Powers Agreement (JPA) discusses the DCA's Board of Directors and its Officers. Officers serve two-year terms, and the positions are the President, Vice-President, Secretary, and Treasurer. To implement this provision, the current and proposed Bylaws provide that terms are determined on a fiscal year basis. This helps ensure consistency with the DCA's budget and Director appointment procedures. The President, Vice-President, and Secretary must be Directors under the JPA.

The DCA's current officers are President Richard Atwater, Vice-President Sarah Palmer, and Treasurer Katano Kasaine. Their terms cover the Fiscal Years 2020/21 and 2021/22. Former Director Steve Blois served as Secretary. As Mr. Blois left the Board with the reorganization under the JPA, the office of Secretary is currently vacant. Accordingly, staff requests that the Board appoint a Director to serve as Secretary. This Director will serve for the remainder of the two-year term.

The duties of the Secretary include attesting to DCA resolutions and other documents and chairing DCA Board meetings in the absence of the President and Vice-President.

Recommended Action:

By motion, the Board of Directors appoint a Secretary for the remainder of the Fiscal Years 2020/21 and 2021/22 term of office.

DCA

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Monthly Board Report

This document is fully interactive; use menus to navigate on-screen.

AGENDA ITEM 7D

1 SUMMARY OF WORK PERFORMED

2 STAKEHOLDER ENGAGEMENT

3 BUDGET

4 CONTRACTS

5 SCHEDULE

FEBRUARY 2021

(ACTIVITIES IN JAN)

Section 1 | Summary of Work Performed

Program Management. The team continues to support implementation of the new Program Management Information System. As the team has implemented the new workflows, changes and improvements to the system have been identified and prioritized for implementation. We will continue to refine the system over the next few months to optimize performance.

- Continuing to make refinements to E-Builder workflows and training sessions with vendors and other agencies
- Continued update of Management Plans to reflect changes in Program Management policies and procedures as our workflows evolve.
- Continuing development of Standard Operating Procedures to provide step by step guidance to activities described in Management Plans
- Finalizing the close out of task orders and invoices for FY2019/2020
- Continuing to work on consolidating all previous fiscal year financials into new e-Builder account

Administration. The team continues to perform IT support to our remote workforce, our Board and SEC meetings, as well as support activities to facilitate access to the DCA office in coordination with the HR team under the directives of Sacramento County.

- Continued coordination with HR for Return to Office training, certification and orientation
- Coordination with DCA Legal on the negotiations for 1st Floor Occupancy.
- Planned and hosted January 2020 Board of Directors meeting, coordinating connectivity, moderating access, presentations, feedback and public comment
- DCA Website updates

Engineering. The engineering team was primarily focused on preparing and delivering the Final Draft Engineering Project Report (EPR) for the Central and Eastern Corridor alternatives, including engineering drawings, GIS mapbooks, and all associated technical memoranda (TMs), as well as revising the Draft Environmental Documentation Information (Footprint), engineering drawings, and GIS mapbooks and drafting TMs for the Bethany Reservoir Alternative in preparation for the delivery of the Bethany Reservoir Alternative Draft EPR in February.

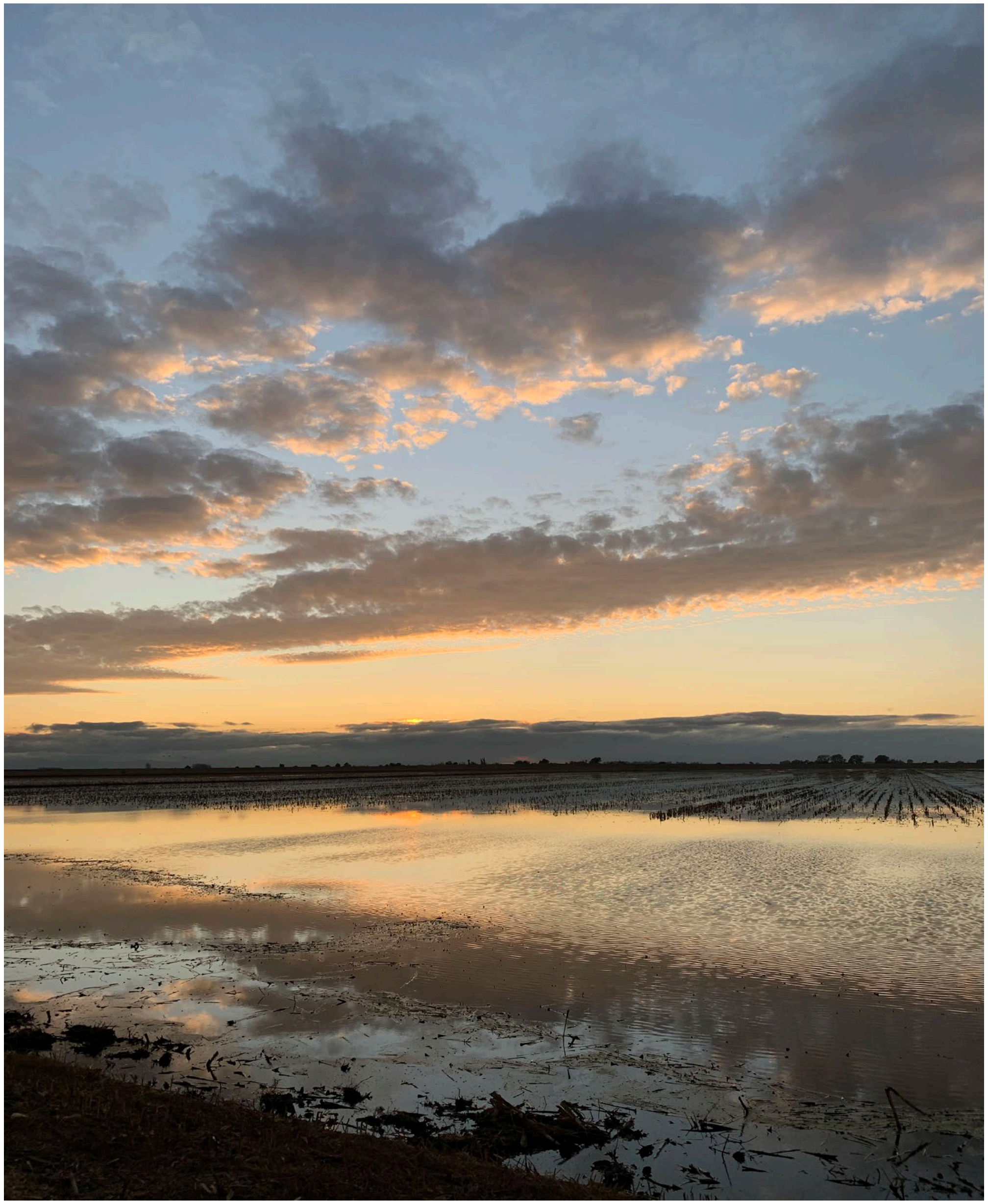
- Delivered Final Draft EPR for the Central and Eastern Corridor alternatives, including engineering drawings, GIS mapbooks, and all associated TMs
- Hosted a workshop to review the conflicts with the Bethany Reservoir Alternative footprint and existing wetlands and rerouted roadways and utilities to avoid impacts
- Submitted revised Draft Bethany Reservoir Alternative Environmental Documentation Information documentation, engineering drawings, and GIS mapbooks based on DCO review comments
- Prepared draft TMs for Bethany Reservoir Alternative to be delivered with EPR
- Completed development of 2-D river model for tee screens at Intakes 3 and 5

Field Work. The fieldwork team prepared Temporary Entrance Permits (TEPs) in anticipation of recommencing remainder of FY20/21 and FY21/22 exploration program in March.

- Prepared TEPs for 29 additional parcels to support remainder of FY20/21 and FY21/22 exploration program
- Provided quarterly monitoring report for environmental monitoring and surveying

DCA DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Section 2 | Stakeholder Engagement



Upcoming SEC Meeting

Date: Wednesday, February 24, 2021

Time: 3 to 6 PM

Location: Online via Ring Central (powered by Zoom)

Topics:

- Bethany Alternative Update
- Community Benefits Framework Update

SEC Meeting Calendar

- March Meeting – TBD
- April Meeting - TBD

SEC Meeting Materials & Updates

https://www.dcdca.org/

**Dates are subject to change, please continue to check the dcdca.org website for updates*

Note: DCA will comply with public health recommendations regarding public meetings and COVID-19 response. Any meeting changes or cancellation will be communicated to members.

Section 3 | Budget

The amended budget is $27M and currently forecasting an estimate at completion at the current budget (Figure 1). We anticipate utilizing budget savings in several areas to complete more of the proposed Field Work program in this fiscal year. The DCA has committed approximately $26.14M of the amended budget and has incurred nearly $13.16M in expenditures through January. The DCA cash flow continues to progress as planned, see Figure 3.

Figure 1 | Monthly Budget Summary (FY 2020/2021)

Category	Original Budget	Current Budget	Current Commitments	Incurred To Date	EAC	Variance
Program Management Office						
Executive Office	$ 2,697,409	$ 2,796,854	$ 2,385,620	$ 1,091,867	$ 2,800,493	$ 3,639
Community Engagement	$ 1,301,880	$ 1,223,223	$ 1,256,379	$ 496,036	$ 1,227,763	$ 4,540
Program Controls	$ 2,527,124	$ 1,714,329	$ 1,714,329	$ 941,666	$ 1,714,105	$ (224)
Administration	$ 3,244,410	$ 2,746,813	$ 2,988,282	$ 1,525,649	$ 2,665,301	$ (81,512)
Procurement and Contract Administration	$ 210,000	$ 109,447	$ 109,447	$ 51,654	$ 82,467	$ (26,980)
Property	$ 1,648,758	$ 1,388,687	$ 1,338,687	$ 380,761	$ 1,388,687	$ -
Permitting Management	$ 1,123,893	$ 1,123,893	$ 1,123,893	$ 557,543	$ 1,123,893	$ -
Health and Safety	$ 45,000	$ 20,000	$ 20,000	$ 11,700	$ 20,000	$ -
Quality Management	$ 45,000	$ 10,000	$ 10,000	$ 5,621	$ 10,000	$ -
Sustainability	$ 45,000	$ -	$ -	$ -	$ -	$ -
Program Initiation Office						
Engineering	$ 12,451,950	$ 10,327,688	$ 10,145,949	$ 5,731,652	$ 10,327,688	$ -
Field Work	$ 8,659,576	$ 5,539,066	$ 5,047,188	$ 2,361,558	$ 5,639,603	$ 100,537
	$ 34,000,000	**$ 27,000,000**	**$ 26,139,775**	**$ 13,155,707**	**$ 27,000,000**	**$ (0)**

DCA DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Section 3 | Budget *Continued*

Figure 2 | Budget Detail

WBS	Original Budget	Current Budget	Commitments	Pending Commitments	Incurred to Date	Remaining Budget	% Rem	EAC	Variance
Delta Conveyance	**$ 34,000,000**	**$ 27,000,000**	**$ 26,139,775**	**$ -**	**$ 13,155,707**	**$ 13,844,293**	**51%**	**$ 27,000,000**	**$ (0)**
Executive Office	**$ 2,697,409**	**$ 2,796,854**	**$ 2,385,620**	**$ -**	**$ 1,091,867**	**$ 1,704,987**	**61%**	**$ 2,800,493**	**$ 3,639**
Management	$ 1,692,409	$ 1,833,787	$ 1,396,134	$ -	$ 710,635	$ 1,123,152	61%	$ 1,837,887	$ 4,100
Legal	$ 620,000	$ 620,000	$ 620,000	$ -	$ 172,120	$ 447,880	72%	$ 620,000	$ -
Audit	$ 25,000	$ 25,000	$ 25,000	$ -	$ 25,000	$ -	0%	$ 25,000	$ -
Treasury	$ 196,000	$ 196,000	$ 222,419	$ -	$ 130,930	$ 65,070	33%	$ 197,419	$ 1,419
Human Resources	$ 164,000	$ 122,067	$ 122,067	$ -	$ 53,182	$ 68,885	56%	$ 120,187	$ (1,880)
Community Engagement	**$ 1,301,880**	**$ 1,223,223**	**$ 1,256,379**	**$ -**	**$ 496,036**	**$ 727,187**	**59%**	**$ 1,227,763**	**$ 4,540**
Management	$ 300,000	$ 300,000	$ 300,000	$ -	$ 85,713	$ 214,287	71%	$ 300,000	$ -
Community Coordination	$ 50,000	$ 50,000	$ -	$ -	$ -	$ 50,000	100%	$ 50,000	$ -
Outreach	$ 951,880	$ 873,223	$ 956,379	$ -	$ 410,323	$ 462,900	53%	$ 877,763	$ 4,540
Program Controls	**$ 2,527,124**	**$ 1,714,329**	**$ 1,714,329**	**$ -**	**$ 941,666**	**$ 772,663**	**45%**	**$ 1,714,105**	**$ (224)**
Management	$ 621,646	$ 446,246	$ 446,246	$ -	$ 221,680	$ 224,566	50%	$ 446,246	$ -
Risk Management	$ 379,725	$ 17,170	$ 17,170	$ -	$ 17,170	$ -	0%	$ 17,170	$ -
Cost Management	$ 736,013	$ 736,013	$ 736,013	$ -	$ 378,640	$ 357,373	49%	$ 736,013	$ -
Schedule Management	$ 373,286	$ 148,286	$ 148,286	$ -	$ 119,140	$ 29,146	20%	$ 148,286	$ -
Document Management	$ 316,454	$ 316,454	$ 316,454	$ -	$ 155,100	$ 161,354	51%	$ 316,454	$ -
Program Governance	$ 100,000	$ 50,160	$ 50,160	$ -	$ 49,936	$ 224	0%	$ 49,936	$ (224)
Administration	**$ 3,244,410**	**$ 2,746,813**	**$ 2,988,282**	**$ -**	**$ 1,525,649**	**$ 1,221,164**	**44%**	**$ 2,665,301**	**$ (81,512)**
Management	$ 645,000	$ 645,000	$ 644,947	$ -	$ 302,495	$ 342,505	53%	$ 644,947	$ (53)

continued >

Section 3 | Budget Continued

Figure 2 | Budget Detail

WBS	Original Budget	Current Budget	Commitments	Pending Commitments	Incurred to Date	Remaining Budget	% Rem	EAC	Variance
Administration	**$ 3,244,410**	**$ 2,746,813**	**$ 2,988,282**	**$ -**	**$ 1,525,649**	**$ 1,221,164**	**44%**	**$ 2,665,301**	**$ (81,512)**
Facilities	$ 1,153,300	$ 1,130,412	$ 1,359,265	$ -	$ 574,542	$ 555,871	49%	$ 1,047,249	$ (83,163)
Information Technology	$ 1,446,110	$ 971,401	$ 984,070	$ -	$ 648,613	$ 322,788	33%	$ 973,105	$ 1,704
Procurement and Contract Administration	**$ 210,000**	**$ 109,447**	**$ 109,447**	**$ -**	**$ 51,654**	**$ 57,793**	**53%**	**$ 82,467**	**$ (26,980)**
Procurement Management	$ 210,000	$ 109,447	$ 109,447	$ -	$ 51,654	$ 57,793	53%	$ 82,467	$ (26,980)
Property	**$ 1,648,758**	**$ 1,388,687**	**$ 1,338,687**	**$ -**	**$ 380,761**	**$ 1,007,926**	**73%**	**$ 1,388,687**	**$ -**
Management	$ 373,758	$ 350,771	$ 350,771	$ -	$ 154,982	$ 195,789	56%	$ 350,771	$ -
Property Agents	$ 900,000	$ 662,916	$ 612,916		$ 225,779	$ 437,137	66%	$ 662,916	$ -
Temporary Entrance Permits	$ 375,000	$ 375,000	$ 375,000	$ -	$ -	$ 375,000	100%	$ 375,000	$ -
Permitting Management	**$ 1,123,893**	**$ 1,123,893**	**$ 1,123,893**	**$ -**	**$ 557,543**	**$ 566,350**	**50%**	**$ 1,123,893**	**$ -**
Management	$ 1,123,893	$ 1,123,893	$ 1,123,893	$ -	$ 557,543	$ 566,350	50%	$ 1,123,893	$ -
Health and Safety	**$ 45,000**	**$ 20,000**	**$ 20,000**	**$ -**	**$ 11,700**	**$ 8,300**	**42%**	**$ 20,000**	**$ -**
HS-Management	$ 45,000	$ 20,000	$ 20,000	$ -	$ 11,700	$ 8,300	42%	$ 20,000	$ -
Quality Management	**$ 45,000**	**$ 10,000**	**$ 10,000**	**$ -**	**$ 5,621**	**$ 4,379**	**44%**	**$ 10,000**	**$ -**
Management & Auditing	$ 45,000	$ 10,000	$ 10,000	$ -	$ 5,621	$ 4,379	44%	$ 10,000	$ -
Sustainability	**$ 45,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0%**	**$ -**	**$ -**
ST-Management	$ 45,000	$ -	$ -	$ -	$ -	$ -	0%	$ -	$ -

Section 3 | Budget Continued

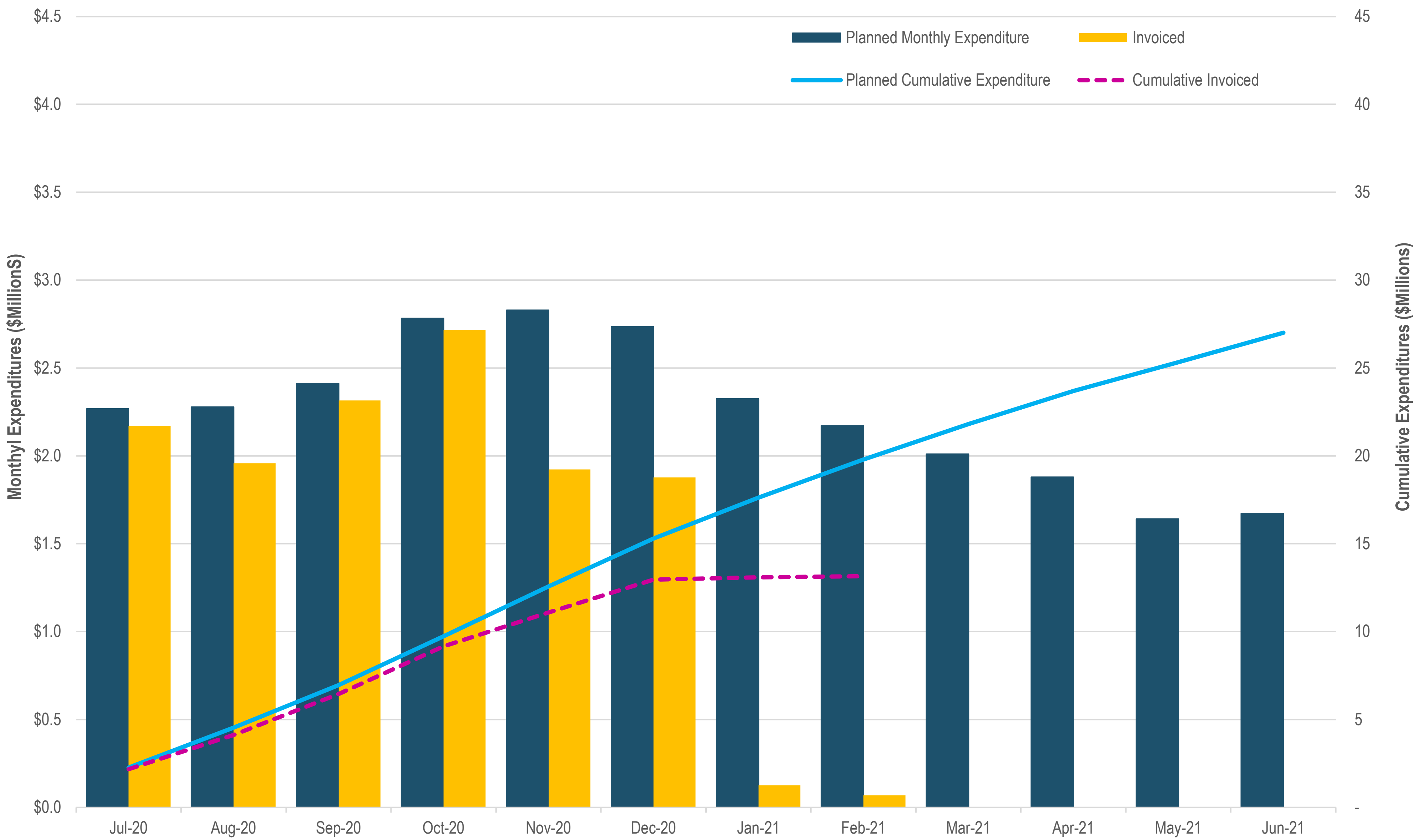
Figure 2 | Budget Detail

WBS	Original Budget	Current Budget	Commitments	Pending Commitments	Incurred to Date	Remaining Budget	% Rem	EAC	Variance
Engineering	**$ 12,451,950**	**$ 10,327,688**	**$ 10,145,949**	**$ -**	**$ 5,731,652**	**$ 4,596,036**	**45%**	**$ 10,327,688**	**$ -**
Management & Administration	$ 2,341,133	$ 2,204,948	$ 2,204,948	$ -	$ 964,089	$ 1,240,859	56%	$ 2,204,948	$ -
CEQA Engineering Support	$ 2,293,256	$ 4,401,761	$ 4,220,022	$ -	$ 1,927,201	$ 2,474,560	56%	$ 4,401,761	$ -
Facility Studies	$ 3,314,202	$ -	$ -	$ -	$ -	$ -	0%	$ -	$ -
Shared Support Services	$ 4,503,359	$ 3,720,979	$ 3,720,979	$ -	$ 2,840,362	$ 880,617	24%	$ 3,720,979	$ -
Field Work	**$ 8,659,576**	**$ 5,539,066**	**$ 5,047,188**	**$ -**	**$ 2,361,558**	**$ 3,177,508**	**57%**	**$ 5,639,603**	**$ 100,537**
Management	$ 413,255	$ 413,255	$ 413,255	$ -	$ 252,916	$ 160,339	39%	$ 413,255	$ -
Geotechnical Work	$ 8,140,500	$ 4,590,500	$ 4,058,622	$ -	$ 1,901,069	$ 2,689,431	59%	$ 4,651,037	$ 60,537
Surveying	$ 105,821	$ 50,000	$ 90,000	$ -	$ 84,432	$ (34,432)	-69%	$ 90,000	$ 40,000
Environmental Monitoring	$ -	$ 485,311	$ 485,311	$ -	$ 123,141	$ 362,170	75%	$ 485,311	$ -

DCA DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Section 3 | Budget Continued

Figure 3 | Fiscal Year 20/21 Cash Flow



DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

more >

Section 4 | Contracts

Contracts. Figure 4 summarizes the status of all active contract commitments. There are no pending commitments or active procurements this month. Figure 5 shows the S/DVBE performance on the major Professional Service Contracts in the program.

Figure 4 | Contract Summary

Contract Description	Commitments	Pending Commitments	Incurred to Date FY20/21	% Spent
180005 e-Builder	$ 167,102		$ 167,102	100%
180006 Jacobs	$ 13,273,528		$ 7,100,533	53%
180007 Fugro	$ 4,057,122		$ 1,899,569	47%
180008 Hamner Jewell Associates	$ 200,000		$ 96,063	48%
180009 Bender Rosenthal	$ 262,916		$ 89,917	34%
180010 Associated ROW Services	$ 150,000		$ 39,799	27%
180013 Psomas	$ 90,000		$ 84,432	94%
190005- Management Partners	$ 572,000		$ 330,750	58%
190009 Parsons	$ 3,796,645		$ 1,979,938	52%
190010 Porter Consulting LLC	$ 2,475		$ -	0%
190011 GV/ HI Park Tower	$ 995,414		$ 488,418	49%
190012- Bank of America	$ 10,000		$ 8,788	88%
190014 Direct Technology Gov Solutions	$ 224,924		$ 156,978	70%

DCA DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

continued >

Section 4 | Contracts *continued*

Figure 4 | Contract Summary

Contract Description	Commitments	Pending Commitments	Incurred to Date FY20/21	% Spent
190015 Audio Visual Innovations, Inc.	$ 6,000		$ -	0%
190016 Consolidatd Communications	$ 79,707		$ 18,372	23%
190017 ATT	$ 56,450		$ 14,777	26%
190018 AP42	$ 57,650		$ 20,142	35%
190019 VMA	$ 375,230		$ 166,696	44%
190021 Ring Central	$ 189,570		$ 25,784	14%
190022 Caltronics Business	$ 85,768		$ 24,073	28%
190023 Jambo	$ 34,920		$ 34,920	100%
190024-SEC	$ 51,000		$ 20,750	41%
190026-Meeting Booster	$ -		$ -	0%
200001-Foliate	$ 4,633		$ 4,633	100%
200002 Primo	$ -		$ -	0%
200003 Best Best & Kreieger LLP	$ 620,000		$ 172,120	28%
200004-DocuSign	$ -		$ -	0%

DCA DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

continued >

Section 4 | Contracts *continued*

Figure 4 | Contract Summary

Contract Description	Commitments	Pending Commitments	Incurred to Date FY20/21	% Spent
200006-KPMG	$ 25,000		$ 25,000	100%
200008/22-Alliant Insurance	$ 37,146		$ 35,284	95%
200010-Spark	$ 4,800		$ 1,525	32%
200011-Ang	$ 5,000		$ -	0%
200013 Metropolitan Water District	$ 310,321		$ 132,388	43%
200014-Dept of Water Resources	$ 375,000		$ -	0%
Office Depot	$ 349		$ 349	100%
200016-Signs Now	$ 10,793		$ 10,793	100%
200017-The Perfect Fit	$ 750		$ 750	100%
2000021/25-Keough Multimedia	$ 5,500		$ 3,000	55%
2000023-San Joaquin County	$ 564		$ 564	100%
2000023-San Joaquin County	$ 1,500		$ 1,500	100%

DCA DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

more >

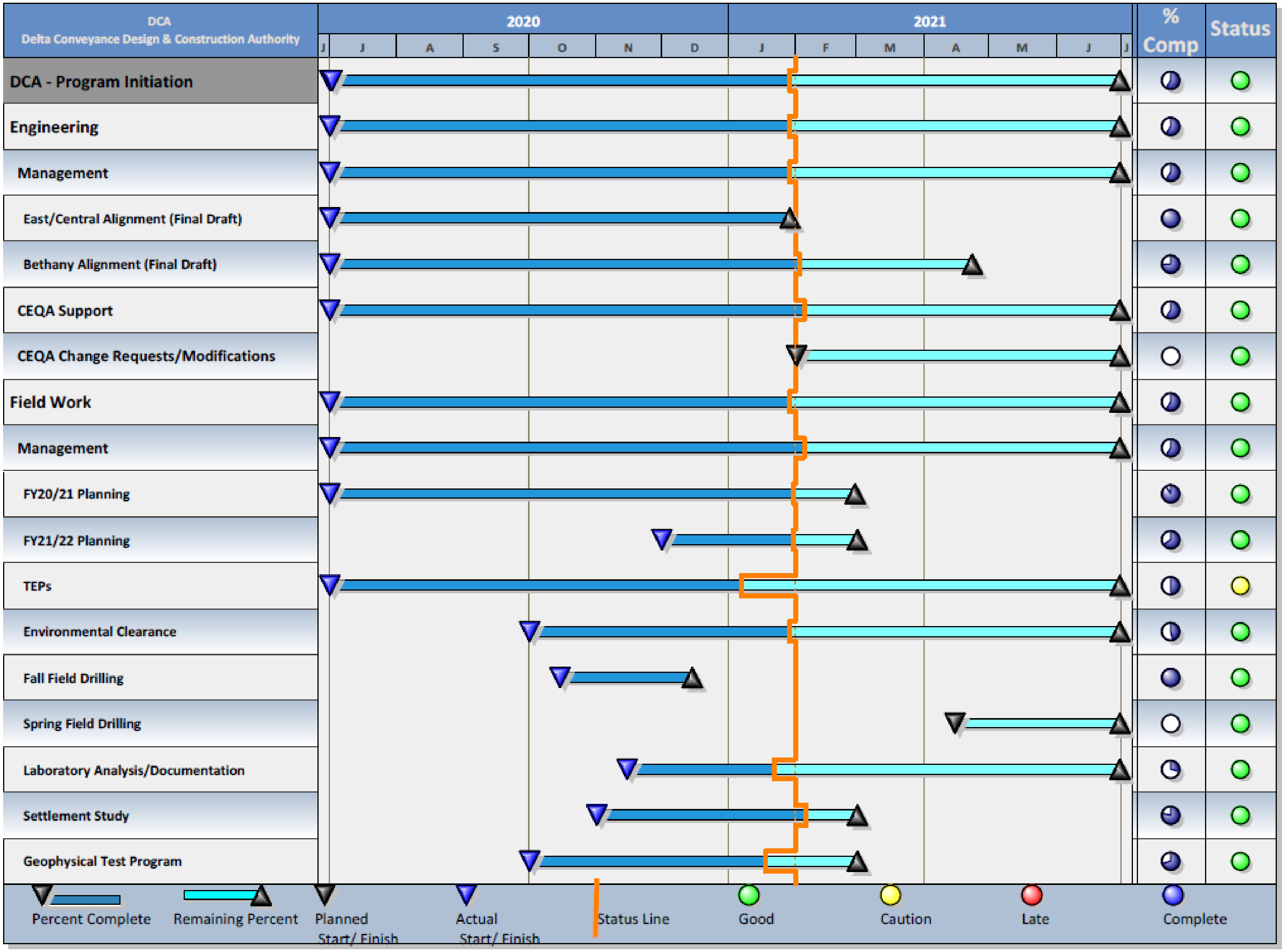
Section 4 | Contracts *Continued*

Figure 5 | S/DVBE Status FY 2020/21

Contract/Prime	Prime	Committed	Incurred	Firm Name	SBE / DVBE	SBE/DVBE Committed	% SBE/DVBE Committed	SBE/DVBE Incurred	% SBE/DVBE Incurred
180006-02	**Jacobs**	**$ 13,273,528**	**$ 7,100,533**			**$ 761,350**	**6%**	**$ 809,193**	**11%**
				AnchorCM	DVBE	541,350		291,498	
				EETS, Inc.	SBE	30,000		7,011	
				JMA Civil, Inc.	SBE	40,000		426,504	
				Nazparv Consulting LLC	SBE	150,000		84,180	
180007-02&03	**Fugro**	**$ 4,057,122**	**$ 1,899,569**			**$ 385,053**	**9%**	**$ 115,774**	**6%**
				Dillard Environmental Services	SBE	74,471		38,985	
				Hutgren-Tillis Engineering	SBE	168,012		33,759	
				GeoTech ulities	SBE	63,220		4,850	
				Torrant laboratories, Inc	SBE	67,800		34,505	
				Confluence Technical Services	SBE	11,550		3,675	
180008-02		**$ 150,000**	**$ 39,799**	**Associated Right of Way**		**$ 150,000**	**100%**	**$ 39,799**	**100%**
190022-00	**Caltronics**	**$ 85,768**	**$ 24,073**	**Caltronics Government Services**		**$ 85,768**	**100%**	**$ 24,073**	**100%**
180009-02	**Hamner Jewell**	**$ 200,000**	**$ 96,093**	**Hamner Jewell**		**$ 200,000**	**100%**	**$ 96,063**	**100%**
190009-03	**Parsons**	**$ 3,795,645**	**$ 1,979,938**			**$ 1,045,163**	**28%**	**$ 533,575**	**27%**
				Chaves & Associates	SBE	1,045,163		533,575	
190019-01	**VMA**	**$ 375,230**	**$ 166,696**	**VMA Communications**	**SBE**	**$ 375,230**	**100%**	**$ 166,696**	**100%**

DCA DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Section 5 | Schedule



Schedule. DCA continues to remain on schedule with its engineering deliverables related to the East/Central Alternative and the Bethany Alternative. Field Work is experiencing minor delays due to finalization of the amended ISMND for the relocated boreholes.

February 2021

Delta Conveyance Project Update

Carrie Buckman
Environmental Program Manager

Agenda Item 7e

2020 - Year in Review

January 2020:	State released draft Water Resilience Portfolio and DWR issued an NOP for a proposed single tunnel project, initiating the CEQA scoping process
Feb-Mar 2020:	Scoping meetings held throughout CA
April 2020:	CEQA scoping period closes
June 2020:	DWR submits Section 404/10 Application to USACE
July 2020:	Scoping Summary Report published capturing scoping-related information including comments received and scoping meeting transcripts
August 2020:	USACE released an NOI initiating the NEPA EIS process

Environmental Review Process

Identify, analyze and disclose the potential significant adverse environmental impacts of a proposed project, and provide feasible mitigation measures and alternatives to avoid or reduce such effects.

Stakeholder Engagement

1 Initial Outreach
- NOP
- Scoping Meetings
- Scoping Summary Report
- Agency Outreach Plan

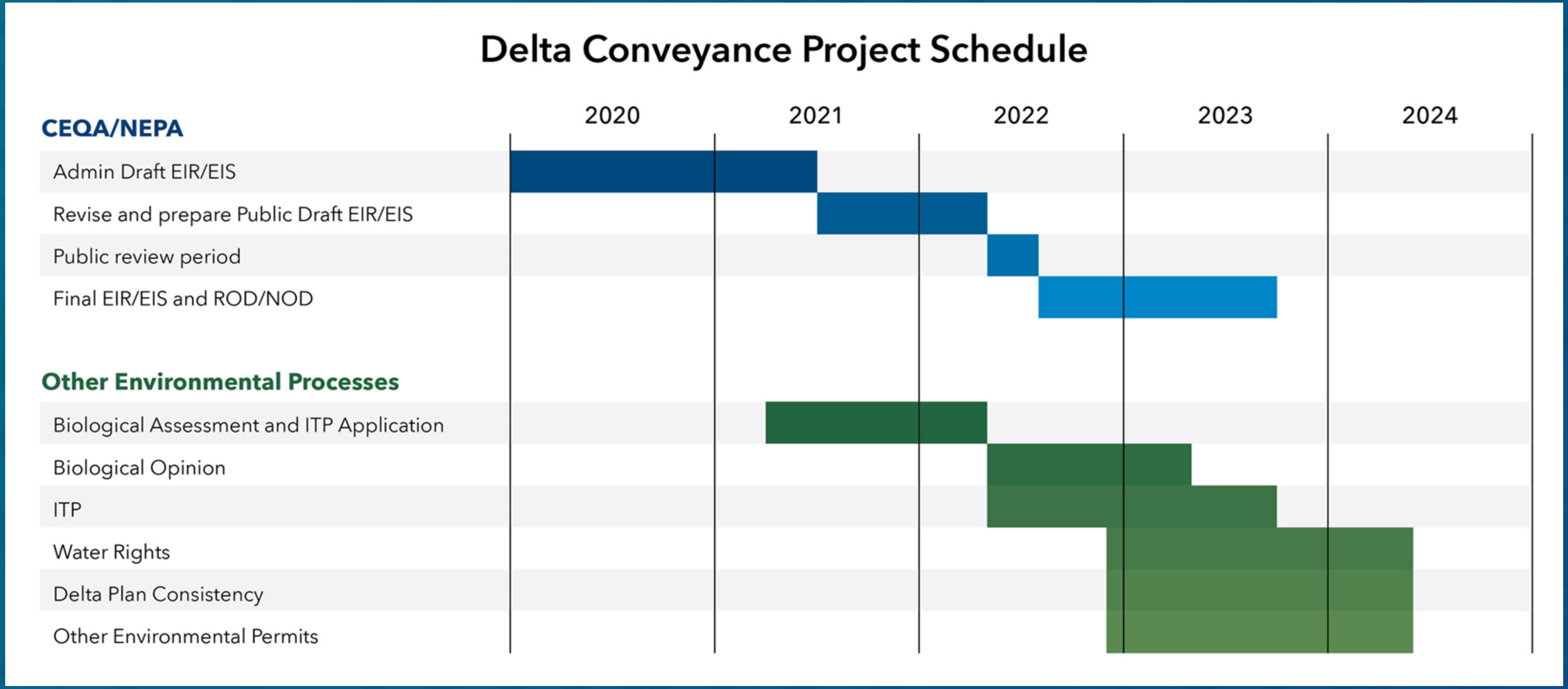
2 Project Definition
- Alternatives Analysis
- Project Definition
- Technical Reports
- Impact/ Mitigation Analysis

3 Draft EIR
- Administrative Draft EIR
- Draft EIR
- Public Circulation of Draft EIR
- Public Hearings

4 Final EIR
- Response to Comments
- Final EIR
- NOD

Public Document | Administrative Documentation | Outreach Activity

Updated Project Schedule



2021 Planned Activities CEQA/NEPA

- Refine modeling tools to assist in impact analysis
- Assess potential impacts
- Identify mitigation measures to reduce impacts
- Revisit options to reduce impacts through design modifications
- Develop and review internal draft Environmental Impact Report and Environmental Impact Statement

2021 Planned Activities ESA/CESA

- Collaborate with regulatory agencies to develop operational criteria
- Identify tools to assess potential effects
- Develop preliminary draft materials for Biological Assessment (for ESA) and Incidental Take Permit Application (for CESA)

2021 Planned Activities
Other Permits

- Water rights: coordinate EIR analysis with State Board as a CEQA Responsible Agency
  - DWR will petition for a change in point of diversion in late 2021
- Delta Plan Consistency: coordinate with Delta Stewardship Council staff through early consultation
  - DWR will submit a Certification of Consistency with the Delta Plan

Overview of Public Outreach and Community Engagement Plan 2021-2022

Public Information

Provide informational resources to help the public review, understand and react to public review documents (e.g. DEIR).

Public Participation/Public Notification

Provide meaningful opportunities to access public review documents and respond through formal public input processes.

Tribal Consultation and Outreach

Ensure compliance with AB 52 and input and engagement across all public information and public participation activities program-wide.

Informational Webinars

Provide informational resources to help the public review, understand and react to public review documents (e.g. DEIR).

Community Benefits Program

Work with community to create a process for identifying commitments that

protect and enhance the unique cultural, recreational, natural resource, and agricultural values of the Delta as an evolving place.

Design-Focused Stakeholder Engagement (DCA SEC)

Use design/engineering to further reduce impacts or improve effectiveness of mitigation.

Agency Coordination

Ensure permit/planning process requirements are met or exceeded.

Key Areas of Support from DCA

- Design efforts to modify facilities to avoid or minimize environmental effects
- Modeling support
- Soil investigations
- Permitting support, specifically for Section 408 permitting with the Corps of Engineers

Ways to Stay Informed

water.ca.gov

- Programs
  - State Water Project
    - Delta Conveyance

Project Hotline

866.924.9955

Twitter

@CA_DWR

Project Email

DeltaConveyance@water.ca.gov

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

General Counsel's Report

Contact: Josh Nelson, General Counsel

Agenda Date: February 18, 2021 **Item No.** 8a

Subject: Status Update

Summary:

The General Counsel continues to assist the DCA on legal matters as requested. Since the December meeting, this has focused on the administrative efforts to implement the Amended and Restated Joint Powers Agreement (JPA), including preparing the updated Bylaws on the agenda for potential action.

Detailed Report:

The General Counsel has assisted staff with the transition to the expanded Board of Directors under the JPA. This included receiving the executed JPA and Director and Alternate Director appointments from member agencies. It also includes preparing for and providing the new Director orientation earlier this month. Lastly, we prepared the updated Bylaws on the agenda for Board consideration.

In addition, our office assisted the Joint of Exercise Powers Agreement (JEPA) amendment item on the agenda. As noted in prior reports, we continue to assist with other legal matters as necessary. These matters are confidential and not appropriate for discussion in a public report.

Recommended Action:

Information only.

Treasurer's Report

Contact: Katano Kasaine, Treasurer

Date: February 18, 2021 **Item No. 8b**

Subject: Treasurer's Monthly Report, January 2021 and December 2020

Summary:

The beginning cash balance for the Delta Conveyance Design and Construction Joint Powers Authority (Authority) at December 1, 2020 was $749,819. During January 2021 and December 2020, receipts totaled $1,413,682 and $367,896, respectively, representing contributions from the Department of Water Resources, Delta Conveyance Office (DCO) for payment of the Authority's obligations. Total disbursements for the months of January 2021 and December 2020 were $1,672,104 and $174,423, respectively. The ending cash balance at January 31, 2021 was $684,870.

As of January 31, 2021, the Authority's receivables totaled $6,898,785 consisting of 23 invoices to the DCO, of which $3,519,272 was received through February 10, 2021. Various invoices in the amount of $124,330 were paid out through February 10, 2021, leaving a cash balance of approximately $4,079,812.

As of January 31, 2021, prepaid expenses were $189,635, total accounts payable were $6,759,256 and total net position was $1,014,034.

Attachment 1 consists of financial statements for the month ended January 2021, a schedule of Invoices Paid through January 2021, Aging Schedules for Accounts Payable and Accounts Receivable as of January 31, 2021, and Attachment 2 is the Budget versus Actuals by Appropriation through January 2021. Attachment 3 consists of financial statements for the month ended December 2020, a schedule of Invoices Paid through December 2020, Aging Schedules for Accounts Payable and Accounts Receivable as of December 31, 2020, and Attachment 4 is the Budget versus Actuals by Appropriation through December 2020.

Detailed Report:

See attached statements.

Recommended Action:

Information, only.

Attachments:

Attachment 1 – January 2021 Authority Financial Statements
Attachment 2 – January 2021 Budget versus Actuals by Appropriation
Attachment 3 – December 2020 Authority Financial Statements
Attachment 4 – December 2020 Budget versus Actuals by Appropriation

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statement of Net Position

As of January 31, 2021

Assets:		
Cash	$	684,870
Accounts receivable		6,898,785
Prepaids		189,635
Total assets	$	7,773,290
Liabilities:		
Accounts payable	$	6,759,256
Total liabilities		6,759,256
Net position:(1)		1,014,034
Total liabilities and net position	$	7,773,290

(1) Capital contributions received and costs incurred that were previously reported as capital contributions and construction in progress (CIP), respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. Generally Accepted Accounting Principles (U.S. GAAP).

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Month Ended Jan '21	Year to Date Jul '20-Jan '21
Receipts:		
Contributions [1]	$ 1,413,682	$ 18,254,278
Disbursements:		
Environmental planning and design		
Program management	163,301	1,298,511
Project controls	—	1,336,273
Engineering	877,128	11,488,280
Property access and acquisition	145,732	326,375
Stakeholder engagement	98,487	724,641
Office administration	134,048	2,376,924
Fieldwork	253,408	741,644
Total disbursements	1,672,104	18,292,648
Net changes in cash	(258,422)	(38,370)
Cash at July 1, 2020	—	723,240
Cash at January 1, 2021	943,292	—
Cash at January 31, 2021	$ 684,870	$ 684,870

[1] California Department of Water Resources (DWR) contributions invoiced through the Delta Conveyance Office (DCO).

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Revenues, Expenses and Changes in Net Position

	Month Ended Jan '21	Year to Date Jul '20-Jan '21
Revenues:		
Contributions [(1)]	$ 5,198,018	$ 15,425,870
Expenses:		
Environmental planning and design		
Program management	147,030	1,305,720
Project controls	253,867	1,221,949
Engineering	3,157,268	7,362,985
Property access and acquisition	496,907	841,334
Stakeholder engagement	190,542	660,533
Office administration	261,386	2,248,862
Fieldwork	710,302	1,691,963
Total expenses	5,217,302	15,333,346
Changes in net position	(19,284)	92,524
Net position at June 30, 2020 [(2)]	—	921,510
Net position at December 31, 2020	1,033,318	—
Net position at January 31, 2021	$ 1,014,034	$ 1,014,034

* Balances may include prior month accruals that were not previously captured due to timing.

(1) DWR contributions invoiced through the DCO.

(2) Capital contributions received and costs incurred that were previously reported as capital contributions and CIP, respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. GAAP.

DCA

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Month Ended January 31, 2021

	Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
1	Fugro USA Land, Inc.	04.00172510-3	10/09/20	01/05/21	08/29/20-10/02/20	$ 253,408	$ 253,408
2	Stakeholder Committee Members	14	12/12/20	01/11/21	12/09/20	4,250	4,250
3	AT&T	2109929503	12/19/21	01/11/21	12/19/20-01/18/21	2,448	2,448
4	Caltronics Business Systems	3163694	12/30/21	01/11/21	11/21/20-12/20/20	1,845	1,845
5	Ring Central	CD_000196691	12/21/21	01/11/21	11/28/20-12/27/20	3,820	3,820
6	Jacobs	W8X97003-02	10/08/20	01/15/21	08/01/20-08/31/20	1,051,324	1,051,324
7	KPMG, LLP	8003337698	11/19/20	01/15/21	11/01/20-11/30/20	25,000	25,000
8	Prime US-Park Tower LLC	202110008	01/04/21	01/15/21	01/01/21-01/31/21	68,524	68,524
9	Bender Rosenthal, Inc.	18250.03-2	09/30/20	01/20/21	08/29/20-09/25/20	10,465	10,465
10	ARWS	18640	10/07/20	01/20/21	09/01/20-09/30/20	7,045	7,045
11	Management Partners	INV08893	10/14/20	01/20/21	09/14/20-10/13/20	47,250	47,250
12	VMA Communications	DCA20Sept	09/30/20	01/20/21	09/01/20-09/30/20	31,271	31,271
13	DirectApps Inc. (Direct Technology)	180495	09/30/20	01/20/21	09/01/20-09/30/20	28,690	28,690
14	ARWS	18740	11/04/20	01/20/21	10/01/20-10/31/20	6,647	6,647
15	Management Partners	INV08968	11/16/20	01/20/21	10/14/20-11/13/20	47,250	47,250
16	DirectApps Inc. (Direct Technology)	181022	10/31/20	01/20/21	10/01/20-10/31/20	28,721	28,721
17	Best, Best, & Krieger	891509	11/16/20	01/20/21	10/01/20-10/31/20	33,008	33,008
18	Signs Now	97067	10/29/20	01/20/21	09/15/20	10,793	10,793
19	VMA Communications	DCA20Oct	10/31/20	01/20/21	10/01/20-10/31/20	10,345	10,345
						$ 1,672,104	$ 1,672,104

* Totals may not foot due to rounding.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Payable Aging Schedule
As of January 31, 2021

Payable To:	1 - 30	31 - 60	61 - 90	> 90	Total
ACWA					
Invoice #21JAN001	$ 46	$ —	$ —	$ —	$ 46
ARWS					
Invoice #18772	6,336	—	—	—	6,336
Bender Rosenthal, Inc.					
Invoice #18250.03-3	—	30,127	—	—	30,127
Invoice #18250.03-4	21,916	—	—	—	21,916
Invoice #18250.03-5R	19,010	—	—	—	19,010
Crossover Capital Group (AP42)					
Invoice #312	20,142	—	—	—	20,142
DirectApps Inc. (Direct Technology)					
Invoice #181379	—	14,875	—	—	14,875
Invoice #181794	14,820	—	—	—	14,820
Fugro USA Land, Inc.					
Invoice #04.00172510-4	—	311,095	—	—	311,095
Invoice #04.00172510-5	228,644	—	—	—	228,644
Invoice #04.00172510-6	387,291	—	—	—	387,291
Hamner, Jewell & Associates					
Invoice #200452	17,931	—	—	—	17,931
Invoice #200584	23,582	—	—	—	23,582
Invoice #200581	25,491	—	—	—	25,491
Invoice #200628	15,636	—	—	—	15,636
Jacobs					
Invoice #W8X97001-04EXP	—	—	—	7,457	7,457
Invoice #W8X97002-06EXP	—	—	30,835	—	30,835
Invoice #W8X97002-07EXP	29,981	—	—	—	29,981
Invoice #W8X97003-03R2	1,268,694	—	—	—	1,268,694
Invoice #W8X97003-04	1,466,252	—	—	—	1,466,252
Invoice #W8X97003-05	1,011,865	—	—	—	1,011,865
Jambo (Silvacom Ltd)					
Invoice #28560	2,974	2,782	—	—	5,756
Keogh Multimedia					
Invoice #MK-2021-02	2,425	—	—	—	2,425
Management Partners					
Invoice #INV09043	47,250	—	—	—	47,250
Metropolitan Water District of So. Ca					
Invoice #501717	—	28,303	—	—	28,303 (1)
Invoice #501719	—	22,806	—	—	22,806
Invoice #501726	—	19,777	—	—	19,777
Invoice #501727		25,913	—	—	25,913
Invoice #501734	19,925	—	—	—	19,925
Parsons					
Invoice #2011A922	—	409,329	—	—	409,329
Invoice #2010B783	—	324,675	—	—	324,675
Invoice #2009C552	—	368,084	—	—	368,084
Invoice #2012A287	223,306	—	—	—	223,306
Invoice #2101B502	234,390	—	—	—	234,390
Ring Central					
Invoice #CD_000207182	3,328	—	—	—	3,328
San Joaquin County Public Works					
Invoice #14431	—	500	500	500	1,500
Spark Street					
Invoice #2679	—	5,460	—	—	5,460
Invoice #2695	1,125	—	—	—	1,125
Invoice #2693	400	—	—	—	400
The Sextant Group					
Invoice #185704	—	940	—	—	940
VMA Communications					
Invoice #DCA20Nov	—	31,269	—	—	31,269
Invoice #DCA20Dec	31,269	—	—	—	31,269
	$ 5,124,029	$ 1,595,935	$ 31,335	$ 7,957	$ 6,759,256

*Totals may not foot due to rounding.

(1) In January 2021, the DCO disallowed $189 of office supply expenses.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Receivable Aging Schedule [1]
As of January 31, 2021

Receivable From:	1 - 30	31 - 60	61 - 90	> 90	Total
Department of Water Resources					
Invoice #DCA-163	$ —	$ 409,329	$ —	$ —	$ 409,329
Invoice #DCA-164	—	324,675	—	—	324,675
Invoice #DCA-165	—	368,084	—	—	368,084
Invoice #DCA-166	—	311,095	—	—	311,095
Invoice #DCA-167	—	98,881	—	—	98,881
Invoice #DCA-168	—	51,109	—	—	51,109 [2]
Invoice #DCA-169	—	45,690	—	—	45,690
Invoice #DCA-170	—	6,400	—	—	6,400
Invoice #DCA-171	—	85,314	—	—	85,314
Invoice #DCA-172	65,181	—	—	—	65,181
Invoice #DCA-173	223,305	—	—	—	223,305
Invoice #DCA-174	28,256	—	—	—	28,256
Invoice #DCA-175	29,981	—	—	—	29,981
Invoice #DCA-176	228,644	—	—	—	228,644
Invoice #DCA-177	387,291	—	—	—	387,291
Invoice #DCA-178	1,268,694	—	—	—	1,268,694
Invoice #DCA-179	123,933	—	—	—	123,933
Invoice #DCA-180	19,925	—	—	—	19,925
Invoice #DCA-181	1,466,252	—	—	—	1,466,252
Invoice #DCA-182	87,591	—	—	—	87,591
Invoice #DCA-183	1,011,865	—	—	—	1,011,865
Invoice #DCA-184	234,390	—	—	—	234,390
Invoice #DCA-185	22,900	—	—	—	22,900
	$ 5,198,208	$ 1,700,577	$ —	$ —	$ 6,898,785

*Totals may not foot due to rounding.

[1] Approval date by the DCO determines aging classification.

[2] In January 2021, the DCO disallowed $189 of office supply expenses.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Month Ended Jan '21	Year to Date Jul '20-Jan '21
Receipts:		
Contributions [(1)]	$ 1,413,682	$ 18,254,278
Disbursements:		
Environmental planning and design		
Program management	163,301	1,298,511
Project controls	—	1,336,273
Engineering	877,128	11,488,280
Property access and acquisition	145,732	326,375
Stakeholder engagement	98,487	724,641
Office administration	134,048	2,376,924
Fieldwork	253,408	741,644
Total disbursements	1,672,104	18,292,648
Net changes in cash	(258,422)	(38,370)
Cash at July 1, 2020	—	723,240
Cash at January 1, 2021	943,292	—
Cash at January 31, 2021	$ 684,870	$ 684,870

Statements of Revenues, Expenses and Changes in Net Position

	Month Ended Jan '21	Year to Date Jul '20-Jan '21
Revenues:		
Contributions [(1)]	$ 5,198,018	$ 15,425,870
Expenses:		
Environmental planning and design		
Program management	147,030	1,305,720
Project controls	253,867	1,221,949
Engineering	3,157,268	7,362,985
Property access and acquisition	496,907	841,334
Stakeholder engagement	190,542	660,533
Office administration	261,386	2,248,862
Fieldwork	710,302	1,691,963
Total expenses	5,217,302	15,333,346
Changes in net position	(19,284)	92,524
Net position at June 30, 2020 [(2)]	—	921,510
Net position at December 31, 2020	1,033,318	—
Net position at January 31, 2021	$ 1,014,034	$ 1,014,034

* Balances may include prior month accruals that were not previously captured due to timing.

[(1)] DWR contributions invoiced through the DCO.

[(2)] Capital contributions received and costs incurred that were previously reported as capital contributions and CIP, respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. GAAP.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Month Ended Jan '21	Year to Date Jul '20-Jan '21	Month Ended Jan '21	Year to Date Jul '20-Jan '21
Receipts/Revenues:				
Contributions [1]	$ 1,413,682	$ 18,254,278	$ 5,198,018	$ 15,425,870
Disbursements/Expenses:				
Environmental planning and design				
Program management	163,301	1,298,511	147,030	1,305,720
Project controls	—	1,336,273	253,867	1,221,949
Engineering	877,128	11,488,280	3,157,268	7,362,985
Property access and acquisition	145,732	326,375	496,907	841,334
Stakeholder engagement	98,487	724,641	190,542	660,533
Office administration	134,048	2,376,924	261,386	2,248,862
Fieldwork	253,408	741,644	710,302	1,691,963
Total disbursements/expenses	1,672,104	18,292,648	5,217,302	15,333,346
Net changes in cash	(258,422)	(38,370)		
Cash at July 1, 2020	—	723,240		
Cash at January 1, 2021	943,292	—		
Cash at January 31, 2021	$ 684,870	$ 684,870		
Changes in net position			(19,284)	92,524
Net position at June 30, 2020 [2]			—	921,510
Net position at December 31, 2020			1,033,318	—
Net position at January 31, 2021			$ 1,014,034	$ 1,014,034

* Balances may include prior month accruals that were not previously captured due to timing.

[1] DWR contributions invoiced through the DCO.

[2] Capital contributions received and costs incurred that were previously reported as capital contributions and CIP, respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. GAAP.

Delta Conveyance Design and Construction Joint Powers Authority

Budget vs Cost by Appropriation - PTD, YTD

Current Period: JAN-21

	Period-to-Date				Year-to-Date				Fiscal Year
Appropriation	**Actual**	**Budget**	**Variance**	**Variance %**	**Actual**	**Budget**	**Variance**	**Variance %**	**Amended Budget**
Program management	$ 147,030	$ 243,384	$ 96,354	39.6%	$ 1,305,720	$ 1,845,480	$ 539,760	29.2%	$ 2,826,854
Project controls	253,867	147,599	(106,268)	-72.0%	1,221,949	1,119,181	(102,768)	-9.2%	1,714,329
Engineering	3,157,268	889,185	(2,268,083)	-255.1%	7,362,985	6,742,316	(620,669)	-9.2%	10,327,688
Field work	710,302	476,898	(233,404)	-48.9%	1,691,963	3,616,118	1,924,155	53.2%	5,539,066
Property access and acquisition	496,907	216,326	(280,581)	-129.7%	841,334	1,640,310	798,976	48.7%	2,512,580
Stakeholder engagement	190,542	105,316	(85,226)	-80.9%	660,533	798,568	138,035	17.3%	1,223,223
Office administration	261,386	236,493	(24,893)	-10.5%	2,248,862	1,793,226	(455,636)	-25.4%	2,746,813
Procurement and contract administration	—	9,423	9,423	100.0%	—	71,451	71,451	100.0%	109,447
Total	$ 5,217,302	$ 2,324,624	$ (2,892,678)	-124.4%	$ 15,333,346	$ 17,626,649	$ 2,293,303	13.0%	$ 27,000,000

Delta Conveyance Design and Construction Joint Powers Authority
Appropriation - Trend
Current Period: JAN-21

Appropriation	JUL-20	AUG-20	SEP-20	OCT-20	NOV-20	DEC-20	JAN-21	FEB-21	MAR-21	APR-21	MAY-21	JUN-21	Total
Program management	$ 109,732	$ 99,296	$ 136,817	$ 314,948	$ 136,888	$ 361,009	$ 147,030	$ —	$ —	$ —	$ —	$ —	$ 1,305,720
Project controls	4,529	4,146	203,737	200,951	5,078	549,641	253,867	—	—	—	—	—	1,221,949
Engineering	4,247	2,097,398	88,789	1,989,832	25,451	—	3,157,268	—	—	—	—	—	7,362,985
Field work	—	45,478	—	370,680	253,908	311,595	710,302	—	—	—	—	—	1,691,963
Property access and acquisition	23,100	—	—	277,022	14,178	30,127	496,907	—	—	—	—	—	841,334
Stakeholder engagement	67,487	120,439	6,870	215,287	7,677	52,231	190,542	—	—	—	—	—	660,533
Office administration	93,910	862,260	147,339	369,894	90,315	423,758	261,386	—	—	—	—	—	2,248,862
Procurement and contract administration	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	$ 303,005	$ 3,229,017	$ 583,552	$ 3,738,614	$ 533,495	$ 1,728,361	$ 5,217,302	$ —	$ —	$ —	$ —	$ —	$ 15,333,346

* Totals may not foot/crossfoot due to rounding.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statement of Net Position

As of December 31, 2020

Assets:		
Cash	$	943,292
Accounts receivable		3,114,448
Prepaids		206,461
Total assets	$	4,264,201
Liabilities:		
Accounts payable	$	3,230,883
Total liabilities		3,230,883
Net position:[1]		1,033,318
Total liabilities and net position	$	4,264,201

[1] Capital contributions received and costs incurred that were previously reported as capital contributions and construction in progress (CIP), respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. Generally Accepted Accounting Principles (U.S. GAAP).

DCA

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Month Ended Dec '20	Year to Date Jul '20-Dec '20
Receipts:		
Contributions [1]	$ 367,896	$ 16,840,596
Disbursements:		
Environmental planning and design		
Program management	45,089	1,135,210
Project controls	—	1,336,273
Engineering	—	10,611,152
Property access and acquisition	7,531	180,643
Stakeholder engagement	4,500	626,154
Office administration	117,303	2,242,876
Fieldwork	—	488,236
Total disbursements	174,423	16,620,544
Net changes in cash	193,473	220,052
Cash at July 1, 2020	—	723,240
Cash at December 1, 2020	749,819	—
Cash at December 31, 2020	$ 943,292	$ 943,292

[1] California Department of Water Resources (DWR) contributions invoiced through the Delta Conveyance Office (DCO).

DCA

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Revenues, Expenses and Changes in Net Position

	Month Ended Dec '20	Year to Date Jul '20-Dec '20
Revenues:		
Contributions [1]	$ 1,773,485	$ 10,227,852
Expenses:		
Environmental planning and design		
Program management	361,009	1,158,690
Project controls	549,641	968,082
Engineering	—	4,205,717
Property access and acquisition	30,127	344,427
Stakeholder engagement	52,231	469,991
Office administration	423,758	1,987,476
Fieldwork	311,595	981,661
Total expenses	1,728,361	10,116,044
Changes in net position	45,124	111,808
Net position at June 30, 2020 [2]	—	921,510
Net position at November 30, 2020	988,194	—
Net position at December 31, 2020	$ 1,033,318	$ 1,033,318

* Balances may include prior month accruals that were not previously captured due to timing.

[1] DWR contributions invoiced through the DCO.

[2] Capital contributions received and costs incurred that were previously reported as capital contributions and CIP, respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. GAAP.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Six Months Ended December 31, 2020

	Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
1	Convergent Systems	1036975	03/09/20	07/01/20	03/09/20	$ 212	$ 212
2	Carashoft Technology Corp	IN789796	06/12/20	07/06/20	05/06/20-05/05/21	1,449	1,449
3	Prime US-Park Tower LLC	202008003	08/01/20	07/17/20	08/01/20-08/31/20	66,309	66,307
4	Caltronics Business Systems	3037233	05/26/20	07/17/20	04/21/20-05/20/20	3,991	3,991
5	Miles Treaster & Associates	41060	05/27/20	07/17/20	05/27/20	1,732	1,732
6	Foliate dba Plant Domaine	496061	06/01/20	07/17/20	06/01/20-06/30/20	463	463
7	Foliate dba Plant Domaine	496062	06/01/20	07/17/20	06/01/20-06/30/20	695	695
8	Miles Treaster & Associates	41048	05/26/20	07/17/20	05/26/20	7,935	7,935
9	Stakeholder Committee Member	009	06/24/20	07/17/20	06/24/20	4,000	4,000
10	Ring Central	CD_000130405	06/21/20	07/17/20	05/28/20-06/27/20	3,586	3,408
11	AT&T	9652175500	06/16/20	07/17/20	06/19/20-07/18/20	7,673	1,607
12	Bank of America	N/A**	07/21/20	07/21/20	07/21/20	482	482
13	Jacobs	W8X97002-10	05/18/20	07/27/20	03/28/20-04/24/20	2,442,239	2,442,239
14	Parsons	2004C141	04/24/20	07/27/20	01/01/20-03/27/20	557,509	557,509
15	Jacobs	W8X97002-09	04/24/20	07/27/20	02/01/20-03/27/20	2,826,846	2,826,846
16	Audio Visual Innovations	1421272	06/23/20	07/27/20	01/01/20-05/31/20	256,972	256,972
17	The Sextant Group	20200888	04/30/20	08/05/20	03/29/20-04/25/20	1,618	1,165
18	Direct Technology	178962	05/31/20	08/05/20	05/01/20-05/31/20	36,190	36,190
19	VMA Communications	DCA20May	05/31/20	08/05/20	05/01/20-05/31/20	31,271	31,271
20	Liberty Mutual Insurance	BKS61612217	07/07/20	08/10/20	07/01/20-06/30/21	9,084	9,084
21	Best, Best, & Krieger	877700	05/31/20	08/14/20	04/01/20-04/30/20	53,392	52,892
22	Consolidated Communications	MAY005	05/15/20	08/14/20	05/15/20-06/14/20	4,671	4,671
23	Consolidated Communications	JUN006	06/15/20	08/14/20	06/15/20-07/14/20	4,593	4,593
24	Parsons	2006B528	06/19/20	08/14/20	01/31/20-05/29/20	553,499	538,069
25	Management Partners	INV08611	06/15/20	08/14/20	05/14/20-06/13/20	47,250	47,250
26	Parsons	2005A625	05/15/20	08/24/20	03/28/20-04/24/20	500,338	500,338
27	The Sextant Group	20201065	05/31/20	08/24/20	05/01/20-05/31/20	1,433	1,433
28	Porter Consulting LLC	3185	01/01/20	08/24/20	12/01/19-12/31/19	3,960	3,960
29	Porter Consulting LLC	3225	02/01/20	08/24/20	01/01/20-01/31/20	6,435	6,435
30	Porter Consulting LLC	3295	02/29/20	08/24/20	02/01/20-02/29/20	2,805	2,805
31	Porter Consulting LLC	3350	04/01/20	08/24/20	03/01/20-03/31/20	3,795	3,795
32	Porter Consulting LLC	3371	05/01/20	08/24/20	04/01/20-04/30/20	3,218	3,218
33	Porter Consulting LLC	3426	05/31/20	08/24/20	05/01/20-05/31/20	2,227	2,227
34	Direct Technology	178964	06/09/20	08/24/20	06/01/20-06/30/20	57,635	57,635
35	Jacobs	W8X97002-11	06/11/20	08/24/20	04/24/20-05/29/20	2,127,649	2,127,649
36	Metropolitan Water District of So. Ca	501675ADMINTREAS	06/12/20	08/24/20	02/01/20-05/31/20	191,878	191,452
37	Caltronics Business Systems	3056002	06/26/20	08/24/20	05/21/20-06/20/20	4,091	4,091
38	Parsons	2003B285	03/27/20	08/24/20	01/04/20-02/07/20	19,335	19,335
39	Crossover Capital Group (AP42)	270	06/29/20	08/24/20	06/01/20-06/29/20	33,250	33,250
40	Ring Central	CD_000148297	07/22/20	08/24/20	06/28/20-07/27/20	3,615	3,615
41	Ring Central	1149559	08/18/20	08/28/20	03/28/20-06/27/20	1,382	1,382
42	Alliant	1434900	08/18/20	08/28/20	08/13/20-08/31/20	26,212	26,212
43	Prime US-Park Tower LLC	202009004	09/01/20	08/28/20	09/01/20-09/30/20	66,307	66,307
44	Bank of America	N/A**	08/03/20	09/01/20	08/03/20	8,306	8,306
45	Miles Treaster & Associates	40679-2	03/23/20	09/08/20	03/23/20	238	238
46	Best, Best, & Krieger	879846	06/26/20	09/08/20	05/01/20-06/01/20	39,903	39,517
47	VMA Communications	DCA20June	06/30/20	09/08/20	06/01/20-06/30/20	31,271	31,271
48	Metropolitan Water District of So. Ca	501680ADMINTREAS	07/08/20	09/08/20	06/01/20-06/30/20	26,481	26,481
49	Stakeholder Committee Member	010	07/22/20	09/08/20	07/22/20	4,000	4,000
50	Foliate dba Plant Domaine	496320	07/01/20	09/16/20	07/01/20-07/31/20	463	463
51	Foliate dba Plant Domaine	496321	07/01/20	09/16/20	07/01/20-07/31/20	695	695
52	Parsons	2004C142	05/01/20	09/16/20	02/08/20-02/28/20	16,246	12,174
53	Psomas	164376	07/14/20	09/16/20	06/01/20-06/30/20	23,100	23,100
54	Stakeholder Committee Member	011	08/27/20	09/16/20	08/27/20	4,000	4,000
55	Caltronics Business Systems	3093312	08/31/20	09/16/20	07/21/20-08/20/20	4,108	4,108
56	AT&T	8572036503	07/19/20	09/21/20	07/19/20	2,447	2,447
57	AT&T	1037226502	08/19/20	09/21/20	08/19/20	2,447	2,447
58	AT&T	9652175500-2	06/16/20	09/21/20	06/19/20-07/18/20	6,067	6,067
59	Liberty Mutual Insurance (refund)	0070693128	09/24/20	09/24/20	07/25/19-07/25/20	(12)	(12)
60	Consolidated Communications	JUL007	07/15/20	09/25/20	07/15/20-08/14/20	4,593	4,593
61	Prime US-Park Tower LLC	202010005	10/01/20	09/25/20	10/01/20-10/31/20	77,692	66,307

* Totals may not foot due to rounding.
**Auto-withdrawal for Bank of America Line of Credit fee.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Six Months Ended December 31, 2020
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
62 Jacobs	W8X97002-05EXP	05/20/20	09/30/20	09/01/19-11/30/19	11,607	7,413
63 Best, Best, & Krieger	882141	07/23/20	09/30/20	03/01/20-06/30/20	59,538	59,531
64 Ring Central	CD_000157520	08/21/20	09/30/20	07/28/20	3,671	3,671
65 Parsons	2006A960	06/30/20	10/07/20	03/28/20-04/24/20	8,236	6,332
66 Parsons	2005C370	05/29/20	10/07/20	02/16/20-03/27/20	7,037	6,383
67 Prime US-Park Tower LLC	INV000081720	08/17/20	10/07/20	06/30/20	694,989	694,989
68 Ring Central	CD_000166893	09/21/20	10/07/20	08/28/20	3,741	3,741
69 Consolidated Communications	09SEP	09/15/20	10/07/20	09/15/20	4,593	4,593
70 Caltronics Business Systems	3073878	07/28/20	10/09/20	06/21/20-07/30/20	4,010	4,010
71 Caltronics Business Systems	3110000	09/28/20	10/09/20	08/21/20	4,085	4,085
72 AT&T	0530107508	09/19/20	10/09/20	09/19/20	2,447	2,447
73 Management Partners	INV08680	07/14/20	10/23/20	06/14/20-07/13/20	47,250	47,250
74 Jacobs	W8X97002-12	07/16/20	10/23/20	05/30/20-06/30/20	2,308,464	2,308,464
75 Keogh Multimedia	MK-2020-02	08/25/20	10/23/20	05/01/20-06/30/20	675	675
76 Parsons	2008A844	08/17/20	10/23/20	02/18/20-06/30/20	5,785	5,681
77 Foliate dba Plant Domaine	496590	08/01/20	10/23/20	08/01/20-08/31/20	463	463
78 Foliate dba Plant Domaine	496591	08/01/20	10/23/20	08/01/20-08/31/20	695	695
79 DirectApps Inc. (Direct Technology)	180000	08/25/20	10/23/20	06/01/20-06/30/20	1,560	1,560
80 Management Partners	INV08761	08/17/20	10/23/20	07/14/20-08/13/20	47,250	47,250
81 Consolidated Communications	AUG008	08/15/20	10/23/20	08/15/20	4,593	4,593
82 Stakeholder Committee Member	012	09/30/20	10/23/20	09/23/20	4,000	4,000
83 Foliate dba Plant Domaine	496861	09/01/20	10/23/20	09/01/20-09/30/20	463	463
84 Foliate dba Plant Domaine	496862	09/01/20	10/23/20	09/01/20-09/30/20	695	695
85 Keogh Multimedia	MK-2020-03	08/25/20	10/23/20	07/01/20-07/31/20	225	225
86 VMA Communications	DCA20July	08/01/20	10/23/20	07/01/20-07/31/20	31,271	31,271
87 VMA Communications	DCA20Aug	08/31/20	10/23/20	08/01/20-08/31/20	31,271	31,271
88 Prime US-Park Tower LLC	202010006	10/22/20	11/02/20	11/01/20-11/30/20	27,008	27,008
89 Consolidated Communications	OCT010	10/15/20	11/10/20	10/15/20	4,594	4,594
90 Ring Central	CD_000176543	10/21/20	11/10/20	09/28/20	3,786	3,786
91 AT&T	6822436506	10/19/20	11/10/20	09/19/20	2,540	2,540
92 Planetbids	0520198	05/18/20	11/16/20	08/13/19-08/12/20	22,625	22,625
93 Fugro USA Land, Inc.	04.00172510-1	08/10/20	11/16/20	07/01/20-07/31/20	87,532	87,532
94 e-Builder	9529	09/09/20	11/16/20	10/27/20-10/26/21	167,102	167,102
95 Fugro USA Land, Inc.	04.00172510-2	09/10/20	11/16/20	08/01/20-08/28/20	198,216	198,216
96 Jacobs	W8X97003-01	08/31/20	11/16/20	07/01/20-07/31/20	1,292,320	1,292,320
97 Parsons	2009C182	09/18/20	11/24/20	05/30/20-06/30/20	431,376	430,333
98 The Perfect Fit Films	7	09/29/20	11/24/20	08/07/20	750	750
99 Psomas	165761	09/17/20	11/24/20	07/01/20-09/30/20	84,432	84,432
100 Management Partners	INV08827	09/15/20	11/24/20	08/14/20-09/13/20	47,250	47,250
101 DirectApps Inc. (Direct Technology)	179954A	08/27/20	11/24/20	07/01/20-07/31/20	40,265	40,265
102 ARWS	18481	08/04/20	11/24/20	07/01/20-07/31/20	4,470	4,470
103 ARWS	18539	09/02/20	11/24/20	08/01/20-08/31/20	6,346	6,346
104 Bender Rosenthal, Inc.	18250.03-1	08/31/20	11/24/20	07/17/20-08/28/20	8,400	8,400
105 Foliate dba Plant Domaine	497145	09/28/20	11/24/20	10/01/20-10/31/20	695	695
106 Foliate dba Plant Domaine	497144	09/28/20	11/24/20	10/01/20-10/31/20	463	463
107 DirectApps Inc. (Direct Technology)	180255	08/31/20	11/24/20	08/01/20-08/31/20	29,607	29,607
108 Best, Best, & Krieger	886882	09/30/20	11/24/20	08/01/20-08/31/20	55,236	55,236
109 Best, Best, & Krieger	884462	08/27/20	11/24/20	07/01/20-07/31/20	38,788	38,788
110 Parsons	2009C140	09/18/20	11/24/20	07/01/20-07/31/20	420,218	420,155
111 e-Builder (refund)	WIRE	11/25/20	11/25/20	09/15/20-09/17/20	(916)	(916)
				Subtotal July - November*	16,492,988	16,446,121
112 Prime US-Park Tower LLC	202010007	11/24/20	12/04/20	12/01/20-12/31/20	66,307	66,307
113 Caltronics Business Systems	3142379	11/19/20	12/09/20	11/19/20	1,400	1,400
114 Stakeholder Committee Member	013	11/16/20	12/09/20	11/05/20	4,500	4,500
115 Caltronics Business Systems	3143676	11/23/20	12/09/20	10/21/20-11/20/20	2,807	2,807
116 Ring Central	CD_000186524	11/21/20	12/09/20	10/28/20-11/27/20	3,822	3,822
117 AT&T	1300188504	11/19/20	12/16/20	11/19/20	2,447	2,447
118 Audio Visual Innovations	1454039	09/24/20	12/22/20	10/07/19-09/30/20	31,666	31,666
119 The Sextant Group	20200668	03/31/20	12/22/20	03/01/20-03/31/20	1,758	1,758
120 The Sextant Group	20201132	06/30/20	12/22/20	06/01/20-06/30/20	500	500

* Totals may not foot due to rounding.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Six Months Ended December 31, 2020
(Continued)

	Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
121	Caltronics Business Systems	3127802	10/27/20	12/22/20	09/21/20-10/20/20	4,061	4,061
122	Hamner, Jewell & Associates	200451	09/28/20	12/22/20	07/01/20-07/31/20	7,531	7,531
123	Best, Best, & Krieger	889178	10/26/20	12/22/20	09/01/20-09/30/20	45,089	45,089
124	The Sextant Group	20201467	08/01/20	12/22/20	07/01/20-07/31/20	655	655
125	The Sextant Group	20201663	08/31/20	12/22/20	08/01/20-08/31/20	419	419
126	The Sextant Group	20201891	09/30/20	12/22/20	09/01/20-09/30/20	1,461	1,461
					Subtotal December*	174,423	174,423
					Total July - December*	$ 16,667,411	$ 16,620,544

* Totals may not foot due to rounding.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Payable Aging Schedule
As of December 31, 2020

Payable To:	1 - 30	31 - 60	61 - 90	> 90	Total
ARWS					
Invoice #18640	$ —	$ —	$ 7,045	$ —	$ 7,045
Invoice #18740	—	6,647	—	—	6,647
Bender Rosenthal, Inc.					
Invoice #18250.03-2	—	—	10,465	—	10,465
Invoice #18250.03-3	30,127	—	—	—	30,127
Best, Best & Krieger					
Invoice #891509	—	33,008	—	—	33,008
DirectApps Inc. (Direct Technology)					
Invoice #180495	—	—	28,690	—	28,690
Invoice #181022	—	28,721	—	—	28,721
Invoice #181379	14,875	—	—	—	14,875
Fugro USA Land, Inc.					
Invoice #04.00172510-3	—	253,408	—	—	253,408
Invoice #04.00172510-4	311,095	—	—	—	311,095
Jacobs					
Invoice #W8X97001-04EXP	—	—	—	7,457	7,457
Invoice #W8X97003-02	—	—	1,051,324	—	1,051,324
Invoice #W8X97003-06EXP	—	30,835	—	—	30,835
Jambo (Silvacom Ltd)					
Invoice #28560	2,782	—	—	—	2,782
KPMG					
Invoice #8003337698	25,000	—	—	—	25,000
Management Partners					
Invoice #INV08893	—	—	47,250	—	47,250
Invoice #INV08968	—	47,250	—	—	47,250
Metropolitan Water District of So. Ca					
Invoice #501717	28,492	—	—	—	28,492
Invoice #501719	22,806	—	—	—	22,806
Invoice #501726	19,777	—	—	—	19,777
Invoice #501727	25,913	—	—	—	25,913
Parsons					
Invoice #2011A922	409,329	—	—	—	409,329
Invoice #2010B783	324,675	—	—	—	324,675
Invoice #2009C552	368,084	—	—	—	368,084
San Joaquin County Public Works					
Invoice #14431	500	500	500	—	1,500
Sign Now					
Invoice #97067	—	10,793	—	—	10,793
Spark Street					
Invoice #2679	5,460	—	—	—	5,460
Stakeholder Committee Member					
Invoice # 014	4,250	—	—	—	4,250
The Sextant Group					
Invoice #185704	940	—	—	—	940
VMA Communications					
Invoice #DCA20Sept	—	—	31,271	—	31,271
Invoice #DCA20Oct	10,345	—	—	—	10,345
Invoice #DCA20Nov	31,269	—	—	—	31,269
	$ 1,635,719	$ 411,162	$ 1,176,545	$ 7,457	$ 3,230,883

*Totals may not foot due to rounding.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Receivable Aging Schedule [1]
As of December 31, 2020

Receivable From:	1 - 30	31 - 60	61 - 90	> 90	Total
Department of Water Resources					
Invoice #DCA-152	$ —	$ —	$ 1,051,324	$ —	$ 1,051,324
Invoice #DCA-154	—	—	100,031	—	100,031
Invoice #DCA-155	—	—	57,198	—	57,198
Invoice #DCA-160	—	132,319	—	—	132,319
Invoice #DCA-161	30,836	—	—	—	30,836
Invoice #DCA-162	41,974	—	—	—	41,974
Invoice #DCA-163	409,329	—	—	—	409,329
Invoice #DCA-164	324,675	—	—	—	324,675
Invoice #DCA-165	368,084	—	—	—	368,084
Invoice #DCA-166	311,095	—	—	—	311,095
Invoice #DCA-167	98,881	—	—	—	98,881
Invoice #DCA-168	51,298	—	—	—	51,298
Invoice #DCA-169	45,690	—	—	—	45,690
Invoice #DCA-170	6,400	—	—	—	6,400
Invoice #DCA-171	85,314	—	—	—	85,314
	$ 1,773,576	$ 132,319	$ 1,208,553	$ —	$ 3,114,448

*Totals may not foot due to rounding.

[1] Approval date by the DCO determines aging classification.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Month Ended Dec '20	Year to Date Jul '20-Dec '20
Receipts:		
Contributions [(1)]	$ 367,896	$ 16,840,596
Disbursements:		
Environmental planning and design		
Program management	45,089	1,135,210
Project controls	—	1,336,273
Engineering	—	10,611,152
Property access and acquisition	7,531	180,643
Stakeholder engagement	4,500	626,154
Office administration	117,303	2,242,876
Fieldwork	—	488,236
Total disbursements	174,423	16,620,544
Net changes in cash	193,473	220,052
Cash at July 1, 2020	—	723,240
Cash at December 1, 2020	749,819	—
Cash at December 31, 2020	$ 943,292	$ 943,292

Statements of Revenues, Expenses and Changes in Net Position

	Month Ended Dec '20	Year to Date Jul '20-Dec '20
Revenues:		
Contributions [(1)]	$ 1,773,485	$ 10,227,852
Expenses:		
Environmental planning and design		
Program management	361,009	1,158,690
Project controls	549,641	968,082
Engineering	—	4,205,717
Property access and acquisition	30,127	344,427
Stakeholder engagement	52,231	469,991
Office administration	423,758	1,987,476
Fieldwork	311,595	981,661
Total expenses	1,728,361	10,116,044
Changes in net position	45,124	111,808
Net position at June 30, 2020 [(2)]	—	921,510
Net position at November 30, 2020	988,194	—
Net position at December 31, 2020	$ 1,033,318	$ 1,033,318

* Balances may include prior month accruals that were not previously captured due to timing.

[(1)] DWR contributions invoiced through the DCO.

[(2)] Capital contributions received and costs incurred that were previously reported as capital contributions and CIP, respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. GAAP.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Month Ended Dec '20	Year to Date Jul '20-Dec '20	Month Ended Dec '20	Year to Date Jul '20-Dec '20
Receipts/Revenues:				
Contributions [1]	$ 367,896	$ 16,840,596	$ 1,773,485	$ 10,227,852
Disbursements/Expenses:				
Environmental planning and design				
Program management	45,089	1,135,210	361,009	1,158,690
Project controls	—	1,336,273	549,641	968,082
Engineering	—	10,611,152	—	4,205,717
Property access and acquisition	7,531	180,643	30,127	344,427
Stakeholder engagement	4,500	626,154	52,231	469,991
Office administration	117,303	2,242,876	423,758	1,987,476
Fieldwork	—	488,236	311,595	981,661
Total disbursements/expenses	174,423	16,620,544	1,728,361	10,116,044
Net changes in cash	193,473	220,052		
Cash at July 1, 2020	—	723,240		
Cash at December 1, 2020	749,819	—		
Cash at December 31, 2020	$ 943,292	$ 943,292		
Changes in net position			45,124	111,808
Net position at June 30, 2020 [2]			—	921,510
Net position at November 30, 2020			988,194	—
Net position at December 31, 2020			$ 1,033,318	$ 1,033,318

* Balances may include prior month accruals that were not previously captured due to timing.

[1] DWR contributions invoiced through the DCO.

[2] Capital contributions received and costs incurred that were previously reported as capital contributions and CIP, respectively, through June 30, 2020 have been reclassified or expensed, respectively, as the current state of the Delta Conveyance Project does not meet the capitalization criteria of U.S. GAAP.

Delta Conveyance Design and Construction Joint Powers Authority

Budget vs Cost by Appropriation - PTD, YTD

Current Period: DEC-20

	Period-to-Date				Year-to-Date				Fiscal Year
Appropriation	**Actual**	**Budget**	**Variance**	**Variance %**	**Actual**	**Budget**	**Variance**	**Variance %**	**Amended Budget**
Program management	$ 361,009	$ 286,418	$ (74,591)	-26.0%	$ 1,158,690	$ 1,602,096	$ 443,406	27.7%	$ 2,826,854
Project controls	549,641	173,696	(375,945)	-216.4%	968,082	971,582	3,500	0.4%	1,714,329
Engineering	—	1,046,405	1,046,405	100.0%	4,205,717	5,853,131	1,647,414	28.1%	10,327,688
Field work	311,595	561,220	249,625	44.5%	981,661	3,139,220	2,157,559	68.7%	5,539,066
Property access and acquisition	30,127	254,576	224,449	88.2%	344,427	1,423,984	1,079,557	75.8%	2,512,580
Stakeholder engagement	52,231	123,937	71,706	57.9%	469,991	693,251	223,260	32.2%	1,223,223
Office administration	423,758	278,308	(145,450)	-52.3%	1,987,476	1,556,733	(430,743)	-27.7%	2,746,813
Procurement and contract administration	—	11,089	11,089	100.0%	—	62,028	62,028	100.0%	109,447
Total	$ 1,728,361	$ 2,735,650	$ 1,007,289	36.8%	$ 10,116,044	$ 15,302,026	$ 5,185,982	33.9%	$ 27,000,000

Delta Conveyance Design and Construction Joint Powers Authority
Appropriation - Trend
Current Period: DEC-20

Appropriation	JUL-20	AUG-20	SEP-20	OCT-20	NOV-20	DEC-20	JAN-21	FEB-21	MAR-21	APR-21	MAY-21	JUN-21	Total
Program management	$ 109,732	$ 99,296	$ 136,817	$ 314,948	$ 136,888	$ 361,009	$ —	$ —	$ —	$ —	$ —	$ —	$ 1,158,690
Project controls	4,529	4,146	203,737	200,951	5,078	549,641	—	—	—	—	—	—	968,082
Engineering	4,247	2,097,398	88,789	1,989,832	25,451	—	—	—	—	—	—	—	4,205,717
Field work	—	45,478	—	370,680	253,908	311,595	—	—	—	—	—	—	981,661
Property access and acquisition	23,100	—	—	277,022	14,178	30,127	—	—	—	—	—	—	344,427
Stakeholder engagement	67,487	120,439	6,870	215,287	7,677	52,231	—	—	—	—	—	—	469,991
Office administration	93,910	862,260	147,339	369,894	90,315	423,758	—	—	—	—	—	—	1,987,476
Procurement and contract administration	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	$ 303,005	$ 3,229,017	$ 583,552	$ 3,738,614	$ 533,495	$ 1,728,361	$ —	$ —	$ —	$ —	$ —	$ —	$ 10,116,044

* Totals may not foot/crossfoot due to rounding.

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Environmental Manager's Report

Contact: Carolyn Buckman, DWR Environmental Manager

Date: February 18, 2021 **Item No.** 8c

Subject: Environmental Manager's Report

Summary:

The Department of Water Resources (DWR) is progressing through the California Environmental Quality Act (CEQA) process to analyze a single-tunnel solution to modernizing and rehabilitating the State Water Project infrastructure in the Delta.

Detailed Report:

DWR is continuing to develop an Environmental Impact Report (EIR) under CEQA. Current work is focused on identifying and starting to implement the approach to analyze potential impacts on environmental resources. The U.S. Army Corps of Engineers (USACE), as part of its permitting review under the Clean Water Act and Rivers and Harbors Act, has started preparation of an Environmental Impact Statement to comply with the National Environmental Policy Act (NEPA).

DWR and the DCA completed the 2020 planned cone penetration tests, soil borings, and geophysical surveys under the Initial Study/Mitigated Negative Declaration for Soil Investigations in the Delta that was adopted on July 9. Field activities are on hold during the winter season and are scheduled to resume in mid-March. Additionally, DWR and the DCA are continuing work to obtain temporary entry for these soil surveys on private lands. DWR is continuing to pursue permits for soil survey sites that fall under the jurisdiction of the Rivers and Harbors Act (Section 408). Investigations at any given site will not occur until property owners have been notified and required permits and approvals for that site have been obtained.

DWR is compiling results from a survey to collect information on how low-income, minority, and other underserved communities rely on resources in the Delta. This information will help assess potential impacts and benefits to these communities. We will share results from this survey after the data has been collated. DWR is also conducting interviews with stakeholders on the concept of a Community Benefits Program and is planning public workshops in April and May.

Recommended Action:

Information only.