



April 14, 2025

Delta Conveyance Design and Construction Authority  
Board of Directors

Subject: ***Materials for the April 17, 2025, Regular Board Meeting***

Members of the Board:

The Delta Conveyance Design and Construction Authority (DCA) Board of Directors will have a Regular Board Meeting, scheduled for **Thursday, April 17, 2025 at 1:30 p.m.** and will be a **hybrid** meeting. The Board will meet in closed session and anticipate opening the Regular Session at approximately **2:00 p.m.** Members of the public may attend the meeting in person or virtually. The call-in and video information, as well as meeting location is provided in the attached agenda. Meeting information will also be posted on the [dcdca.org](http://dcdca.org) website.

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

Regards,

Graham Bradner  
DCA Executive Director



**DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY  
BOARD OF DIRECTORS MEETING**

REGULAR MEETING

Thursday, April 17, 2025  
1:30 p.m.  
Hybrid (Teleconference) Meeting

DCDCA Boardroom  
980 9th Street, Suite 100  
Sacramento, CA 95814

TELECONFERENCE LOCATIONS:

None

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 84644480409#

**Virtual Meeting Link:** <https://dcdca-org.zoom.us/j/84644480409?from=addon>

Please join the meeting from your computer, tablet, or smartphone.

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

AGENDA

Except as permitted by Government Code section 54953(f), Directors will attend the meeting from the DCDCA Boardroom or any of the teleconference locations. Members of the public may attend in person at these locations or remotely through the virtual meeting link above. 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](mailto:info@dcdca.org). Members of the public may speak regarding items on the agenda during those items and when recognized by the Chair. 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 are encouraged to complete a public comment request form at: <https://tinyurl.com/dcapubliccomment> by 2:00 pm or through the QR code below. In addition, members of the public may use the “raise hand” function (\*9 if participating by telephone only) during the meeting to request the opportunity to speak. Additional information will be provided at the commencement of the meeting.

1. **CALL TO ORDER**

2. **ROLL CALL** – Any private remote meeting attendance will be noticed or approved at this time.

3. **CLOSED SESSION**

(a) **CONFERENCE WITH LEGAL COUNSEL**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):

- i. *Tulare Lake Basin Water Storage District v. DWR*, Sacramento Superior Court, Case No. 24WM000006 (and related cases), Third District Court of Appeal, Case No. C101878

4. **OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE** – At approximately 2:00p.m.

5. **PUBLIC COMMENT**

*Members of the public may address the Authority on matters that are within the Authority's jurisdiction but not on the agenda at this time. Speakers are generally limited to three minutes each; however, the Chair may further limit this time when reasonable based on the circumstances. Persons wishing to speak may do so remotely through the electronic meeting link, by scanning the QR Code, or teleconference number when recognized by the Chair. The DCA encourages public comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the DCA or are within its jurisdiction.*



6. **APPROVAL OF MINUTES**

- (a) February 20, 2025 Regular Meeting Minutes

7. **DISCUSSION ITEMS**

- (a) April Monthly Board Report

Recommended Action: Information Only.

- (b) Organizational Updates

Recommended Action: Information Only.

- (c) Sr. Leadership Spotlight, Dan DeSemples, Technical Services Division Manager

Recommended Action: Information Only.

(d) DCA Meeting Cadence

Recommended Action: Information Only.

(e) Consider Passing Resolution Authorizing a Professional Services Agreement to Provide Communications Support Services to Lucas Public Affairs

Recommended Action: Adopt Resolution.

(f) Adoption of Resolution Commending and Thanking Dan Flory for His Service on the Board

Recommended Action: Adopt Resolution.

**8. REPORTS AND ANNOUNCEMENTS**

*Members of the public may address the Authority on matters pertaining to the Reports at this time.*

- (a) General Counsel's Report
- (b) Treasurer's Report
- (c) DCP Communications Report
- (d) DWR Environmental Report
- (e) Verbal Reports, if any

**9. FUTURE AGENDA ITEMS**

**10. ADJOURNMENT**

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*The Board of Directors meet bi-monthly, proposed next scheduled meetings:*

*April 17, 2025, Finance Committee Meeting at 3:30 p.m.*

*May 21, 2025, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).*

*May 21, 2025, Finance Committee Meeting at 3:30 p.m.*

## BOARD OF DIRECTORS MEETING

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# MINUTES

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## REGULAR MEETING

Thursday, February 20, 2025

1:30 p.m.

(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 in person, by teleconference, and remotely - Conference Access Information: Phone Number: (669) 444-9171, Code: 82055695034#, <https://dcdca-org.zoom.us/j/82055695034?from=addon> at 1:30 pm.

**2. ROLL CALL**

Board members in attendance from the DCA Boardroom were President Martin Milobar, Director Miguel Luna, Director Robert Cheng, and Director Adnan Anabtawi. Director Gary Martin participated remotely from the Santa Clarita Valley Water Agency Administration Building. Director John Weed and Director Tony Estremera participated remotely from private locations for just cause due to physical disabilities pursuant to AB2449.

Alternate Directors Sarah Palmer and Shiloh Ballard participated remotely.

DCA staff members in attendance were Graham Bradner, Josh Nelson, and Valerie Martinez.

Department of Water Resources (DWR) member in attendance was Carrie Buckman.

**3. CLOSED SESSION**

No public comment was received for the closed session item.

(a) CONFERENCE WITH LEGAL COUNSEL

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):

- i. *Tulare Lake Basin Water Storage District v. DWR*, Sacramento Superior Court, Case No. 24WM000006 (and related cases Nos. 24WM000008, 09, 10, 11, 12, 14, 17, 62, 76)

**4. OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE**

President Milobar opened the regular session at approximately 2:06 pm. and asked Josh Nelson to report out on closed session. There were no reportable actions.

**5. PUBLIC COMMENT**

There were no public comment requests received.

**6. APPROVAL OF MINUTES: December 19, 2024, Regular Board Meeting**

Recommendation: Approve the December 19, 2024, Regular Board Meeting Minutes

Motion to Approve Minutes from December 19, 2024, as

Noted:	Estremera
Second:	Anabtawi
Yeas:	Milobar, Martin, Luna, Estremera, Cheng, Anabtawi, Weed
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as MO 25-02-01).

**7. DISCUSSION ITEMS:**

**a) December DCA Monthly Report**

*Information Item*

DCA Executive Director, Graham Bradner, presented to the Board the Monthly Report for January 2025 activities. Mr. Bradner stated that the new report format should be completed by the March 2025 report issuance and ready to be presented during the April 2025 Board Meeting. The update intends to modify the look and feel of the report to communicate progress on key items more succinctly.

Mr. Bradner continued his presentation to the Board, stating that DCA has just completed the midyear budget reconciliation. This process includes reviewing the annual task orders and contracts. At the beginning of the year, there is a set plan; however, that plan inevitably changes as priorities shift throughout the year. During the reconciliation process, areas with underruns are identified, addressed, and redistributed to prevent DCA from committing more funds than are approved by the Board.

There were revisions to the deliverable management processes within all the task orders and contracts. The goal was to drive efficiency by defining the nature of a deliverable that is included in the contract and being clear and disciplined as to what is documented in the task orders and what is identified as a deliverable. Mr. Bradner went on to mention that the DCA Boardroom's audio and visual systems had been updated. The improvements include a push-to-talk system for clearer audio and added speakers over the audience area, enhancing the room's overall functionality.

Mr. Bradner moved on to the Engineering activities, with the continued permit support activities that Carrie Buckman will report on during the Environmental Program Manager report. Supporting this work continues to be a key priority for the fiscal year.

There are two new priorities currently under evaluation: potential innovations in the design and construction of the facilities, and possible innovations in contracting approaches. In addition, DCA is considering other opportunities to better manage risk and enhance the overall constructability of the project. DCA is now focusing on potential implementation timeframes, which would follow the completion of major permit activities and the next round of significant decisions by the participating Public Water Agencies (PWAs) regarding project implementation.

Mr. Bradner continued to the budget summary, stating that the budget is \$43M, and of that the DCA has committed \$34.58M, which has been allocated through contracts and task orders. There has been a downgrade of the estimate at completion to \$34.1M. This is an increasing cost underrun of about \$6.5M associated with the Geotech work that the Board had approved but was enjoined under the preliminary injunction. At the beginning of the fiscal year, the underrun was \$6.5M. The underrun is now at \$8.9M and anticipates the underrun to continue to grow. There is currently sufficient unallocated reserve within the executive office task to allow for change and potential modifications to task orders. Once DCA is able to resume field work, whether through surveys or initial geotechnical activities later in the fiscal year, it will allow the underrun to be more clearly defined and reissued through a task order modification. If that occurs, the underrun may then be utilized as needed.

Director Luna asked what the surplus in the executive office is.

Mr. Bradner stated that it is mostly the unallocated reserve, as funds are being pulled from task orders that are being reduced from the commitment numbers, and the funds are attributed to reserves.

The blue line cutting across shows cumulative expenditures, the blue bars represent planned monthly expenditures, and the gold bars represent the actual monthly expenditures. The pink line is the cumulative of actuals and shows a widening gap of the underrun forming. Mr. Bradner expects the planned expenditures to get closer to the planned expenditures near the end of the fiscal year, and there to be a surge in May and June due to the work of a fieldwork program.

Mr. Bradner continued to the procurement summary and stated that there were several procurements underway and several related to various business operations. This includes software suppliers, vendors, and a new procurement of executive strategic support services.

## Agenda Item 6a

He proceeded to the program schedule and stated that the value of the plot is diminishing as fieldwork is behind schedule and other activities are extended beyond the bounds of the fiscal year. This is part of what will be updated in the new monthly Board report. Mr. Bradner stated that there are no issues with respect to the progress of the project. When given the opportunity, DCA will progress in geotechnical and does not see any major schedule impacts associated with those delays.

Director Cheng asked if the level of anticipated geotechnical work was planned during the beginning of the fiscal year until November 2024, and if the markup of \$4M was for that.

Mr. Bradner stated that the difference between December 2024 through April 2025 and the beginning of the fiscal year until November 2024 is that that is steady from December 2024 through April 2025 based on the annual work plan buildup. This is how the projections are made at the beginning of the fiscal year and initiate the blue line.

Director Cheng asked what the difference of the dark blue and gold bars in December 2024.

Mr. Bradner stated that due to vacations and the holidays, there is a dip in the numbers, and it is hard to predict due to not knowing how the year will go.

No further comments or questions were received from the Board, nor were any public comment requests received.

### b) Roadmap Overview and Planning for Next Phase of DCA Activities

#### *Information Only*

Mr. Bradner presented to the Board the roadmap overview and planning for the next phase of DCA activities. Mr. Bradner stated that for the past four (4) to five (5) years, DCA has been functioning in a planning and permitting support role and now will need to start to think about what will be needed for the implementation phase of the project, as well as potential innovations. Mr. Bradner stated that DCA would walk the Board through ideas and high-level objectives of the transitions concerning the DCA organization, starting with the planning and permitting phase that is largely designed to focus on the period leading construction.

The overall program schedule used by DCA this year is to support the updated cost estimate and start preparing key milestones and transition points within the program. The major permitting activities are towards the top of the schedule and completing around the end of 2026. This would then be followed by the key decision of the PWAs to participate in and implement the design and construction of the project. Mr. Bradner stated that to meet the schedule, there are several activities that have been planned. This would involve bringing in design teams that would take over the design activities and prepare them for construction procurements and overall delivery of the project. These are necessary



transitions to enable DCA to efficiently deliver on its commitments related to the cost estimate and communications with the PWAs. Mr. Bradner noted that activities beginning this year, and continuing beyond, are starting to impact the critical path schedule. These include significant geotechnical work, right-of-way planning, and permit support efforts.

Mr. Bradner informed the Board that DCA has summarized its key activities through 2027. These focus areas include environmental permit support activities; support for the Mitigation Monitoring and Reporting Program (MMRP), as identified in the Environmental Impact Report (EIR), which now requires compliance with MMRP requirements; and preparation for implementation work, referred to as the "yellow pillar" of activities. This falls under the program support function, which defines and clarifies requirements. Engineering and construction teams are responsible for meeting those requirements, reflecting DCA's shift from supporting evaluations to actively implementing the program. The fieldwork has multiple objectives, including the near-term need to obtain temporary entry and access for geotechnical and survey work planned over the next several years. Activities include geotechnical testing, environmental investigations, surveys, right-of-way mapping, utility investigations, and pilot studies. These are identified on the schedule and are essential to advancing engineering, understanding, and definition of the project.

The Innovations Concept Designs are improved by additional subsurface information that allows us to tighten up some of the conservatisms currently in the project design. DCA continues to analyze the design documentation for the procurements and supports DWR in discussions related to the project's power supply. In parallel, DCA is exploring various ways to provide greater detail regarding scheduling and staffing. This serves as a starting point to shift the focus toward discussing the organization of DCA.

Mr. Bradner presented the current DCA organizational structure, which is aligned with the planning and permit focus work. The functions that are highlighted in green are Engineering and Field Exploration. Within engineering was the Environmental Liaison role as well as other support functions. DCA's mission to date had been to support DWR's evaluation of alternatives, initially to collect the necessary information Delta-wide. DCA is now focusing on the selected Bethany Reservoir alignment to continue to support DWR's evaluation of the project impacts and obtain the necessary permits for implementation. The section in blue was originally identified as the Program Management Office (PMO) function 4 to 5 years ago, while now there is a much leaner and narrowly focused PMO. He noted that over the past few years, the Board has seen individuals associated with different key roles join the program, allowing various aspects of that PMO to move forward.

Mr. Bradner then presented the restructured DCA Planning Phase Organization Chart update. A key difference is that DCA does not distinguish between the Program Initiation or planning and permit support functions versus the PMO, since DCA is one organization and there cannot be separation between the different functional areas. DCA is establishing functional areas that are seen in the pillars under the headings of Program Support, Engineering, Environmental, Real Estate, Communications, and Legal. The new functional

area, Program Support, would include Administration, Controls, Contracts, Procurements, Assurances, and all the Information Systems.

As DCA transitions this program into design and construction, the need to designate an Interface Lead and later an Interface Manager becomes a critical program-level role to help identify issues that are being brought through the construction contracts and understanding the programmatic impacts concerning schedule and risk. Mr. Bradner then noted the importance of representing the Environmental & Real Estate functions equally to the rest of the functional areas. To the right and top of the chart, there is a callout showing the connection to DWR as well as the participating PWAs. DCA sees the importance of addressing the coordination activities in the coming years to be ready for implementation and recognizing that there is cross-functional integration with DCA partners at DWR and the PWAs.

Mr. Bradner moved on to the DCA Design Phase Organization Chart update, showing how it adapts as DCA adapts through phases of the program and noting the unlikelihood of having clean breaks between phases. The possibility exists that multiple or all phases are functional at the same time. Therefore, as the organization moves through the different phases of the program, the chart may be modified, however, it will not change dramatically.

The engineering function would start to shift from in-house engineering services to design management services, managing future design contractors. The design contractors come through separate procurements to take ownership of the designs and complete them through the final design. Bringing early construction management input would help support the constructability reviews for big package support. Functions listed but not mentioned are generally unchanged.

The DCA is reaching a point where additional executive office resources are necessary and is starting to identify deputy director-level individuals to support the executive office.

He then presented the DCA Construction Phase Organization Chart update, construction management would become the dominant workstream. Engineering would transition to interface management as well as engineering services during construction. DCA has also included startup and commissioning that would come at the end of the project. This would be to accept the overall completion of the project and ensure fit for purpose, developing all the necessary training and manuals. As well as ensuring the system is fully integrated and ready to stand up for operations. Functions listed but not mentioned are generally unchanged.

DCA is in the process of mapping all existing DCA team members to the updated planning phase organization structure. There are a few key roles that will be added as needed for the near term. This map is to document the roles and responsibilities of the different functional areas, establish expectations, and explain how the divisions will work together.

Once all key roles are assigned, it will be reviewed to ensure the plans and processes align with the organization structure, DWR, and the PWAs.

Director Luna stated that this was a very comprehensive presentation. He mentioned that communications were missing from the DCA focus chart.

Mr. Bradner stated that Director Luna was correct, and communication would be added throughout the sections.

Director Luna stated that communication should have its own section.

Mr. Bradner agreed.

Director Anabtawi recognized the effort in creating this presentation and how complex the organization and project is. Especially as a largely permitting and planning to design and construction. He asked when DCA completes its main objective.

Mr. Bradner stated that the construction phase would be completed by 2042. Once completed, there will be a time when roads that were used would be put back in place for public use and site restoration, which would then be extended to 2043. Systems and commissioning would integrate with DWR as the ultimate owner and operator of the system. Details will be worked out as DWR receives and accepts the project. DWR would eventually close out any remaining contracts, legal issues and other remaining details. It is just a matter of how quickly those remaining activities close out and what kind of tail there is. Once resolved, DCA will dissolve and sunset.

Director Cheng stated he would like to know DWR's input on the process once finalized, as well as the PWAs. He also questioned if there are potential gaps in the future due to lack of funding if there is a plan in place.

Mr. Bradner stated that the reasoning behind restructuring and reorganization is to identify gaps and lay out work plans. DCA has done its best to manage the budget and be responsive to the needs of DWR, and continues to support the planning and permitting phase. There is a significant growth in staff levels that will be required due to the scope of work that has been committed. Funding through 2027 has been approved and Mr. Bradner is confident of the trajectory the DCA is heading towards. Mr. Bradner stated that DCA starts with restructuring the organization, then building and augmenting the resources to match the work plan.

No further comments or questions were received from the Board, nor were any public comment requests received.

**c) Adoption of Resolution to Approve DCA Health, Safety and Security Policy**

*Approve Resolution*

Mr. Bradner introduced DCA Health, Safety and Security Manager, Greg Baughman to the Board. Mr. Baughman stated that the proposed resolution establishes the health, safety, and security policy for DCA. The policy statement covers seven (7) tenets of the DCA. It identifies responsibilities for DCA staff members, contractors, consultants, sub-consultants, and all individuals who are part of the Delta Conveyance Project (DCP). This policy is effective and applicable to how the DCA currently operates and scalable to how DCA may operate in the future. Although DCA currently has no direct staff, the policy references DCA employees in anticipation of future organizational changes.

Director Cheng asked if DCA borrowed the policy procedure from other organizations.

Mr. Baughman stated that DCA had a health and safety policy in place and realized that there needed to be refinements and clarifications to the policy. In addition, DCA was missing a Board resolution on record for the health and safety policy. With the help of DCA's Executive Director and Legal Counsel, they redrafted and made clarifications.

Mr. Bradner stated that policies are brought to the Board to define high-level goals and objectives, serving as guiding principles for DCA and its partners to develop detailed implementation plans and structures. He emphasized that this approach supports DCA's commitment to health, safety, and security, and ensures consistent planning, particularly in complex situations involving multiple entities.

Director Anabtawi expressed strong support for the policy document, particularly appreciating tenet seven (7), which outlines stop-work authority in the event of unsafe conditions. He also noted the importance of distinguishing between DCA, Delta Conveyance Office (DCO), and DWR work sites, emphasizing the need to clarify organizational responsibilities before issues arise. Additionally, he requested clarification on how long the policy will remain in effect.

Mr. Bradner stated that this policy is for the entirety of the program and until DCA is resolved.

Director Anabtawi asked if there is a checking effort to ensure all parties involved in the DCA are cooperating with the policy.

Mr. Baughman stated that during onboarding, contractors and consultants must submit their health and safety programs for review. He ensures they align with DCA's health and safety policy, providing comments or suggestions as needed before work begins.

Mr. Bradner stated that this falls under the program support function, which develops and clarifies requirements. Engineering and construction teams are responsible for complying and producing materials, reflecting a shift in DCA's role from supporting evaluations to active implementation.

No further comments or questions were received from the Board and no public comment requests received.

Recommendation: Adopt by motion to Approve the DCA Health, Safety and Security Policy

Motion to Approve the DCA Health, Safety and Security Policy

Noted: Milobar  
Second: Anabtawi  
Yeas: Milobar, Martin, Luna, Estremera, Cheng, Anabtawi, Weed  
Nays: None  
Abstains: None  
Recusals: None  
Absent: None  
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 25-01).

## 8. STAFF REPORTS AND ANNOUNCEMENTS:

President Milobar mentioned that members of the public may address the Authority on matters pertaining to the Reports at this time.

No public comment requests were received for any of the staff reports.

### a. General Counsel's Report

DCA General Counsel, Josh Nelson, informed the Board that Ms. Rodriguez had sent reminders on the annual Form 700 filing. The form is due by April 1, 2025. Mr. Nelson stated that a new law that took effect this year, AB 2302. This law modifies the number of times that Directors can attend a meeting from a private remote location for just cause or an emergency under the Brown Act. The law doesn't change participation requirements, except for the number of allowed remote participations. For DCA, the applicable limit is outlined in the first bullet of the packet: two (2) meetings per year if meeting monthly. Other limits were established for boards that meet more often with five (5) if twice per month, and seven (7) if three (3) or more times per month.

No comments or questions were received from the Board.

### b. Treasurer's Report

DCA Treasurer Katano Kasaine presented the financial report for December ending January 31, 2025. She reported a beginning cash balance of \$2,319,020 as of December 2024. Receipts from DCO during December and January totaled \$5,426,445, while disbursements for the same period amounted to \$4,551,621. This resulted in an ending cash balance of \$3,193,842 as of January 31, 2025. After accounting for receivables, payables, and the \$800,000 advance, the Authority's net position was \$1,247,902. Ms. Kasaine noted that budget versus actuals are no longer reported monthly to avoid conflict with the Executive

Office's reporting timeline and are instead provided at year-end. All other financial details are included in the report.

Director Anabtawi asked if there was a concern about having low cash on balances and if it would be an issue now to make payments on the organization's spending more with the design and construction.

Ms. Kasaine stated that there has been an advancement of \$800,000 to take care of the smaller invoices. Once construction invoices start to flow into the DCO, there will be another conversation regarding construction dollars and how they are spent.

President Milobar asked if Mr. Bradner had any follow up comments on Ms. Kasaine's statement.

Mr. Bradner stated that the current process is working well, and when the time comes for construction, there will be a different set of conditions regarding fund allocations.

President Milobar asked if, once construction has started and the bonds have been sold, would the entire payment structure change.

Mr. Bradner stated that it could not be answered at this point and expressed the need to work through the detailed arrangements with DWR and the treasurer.

Ms. Kasaine agreed with Graham and stated that the construction funds should be in a trust that is accessible.

No further comments or questions were received from the Board.

**c. DCP Communications Report**

DCA Communications Manager, Valerie Martinez, informed the Board that the DCA is adjusting the presentation content to provide a show-and-tell element to the work that DCA is undertaking. There has been a brief video designed to assist stakeholders to understand DCA's role and scope of the organization within the greater DCP structure uploaded to the DCA website, called Understanding the Work of the DCA. The video has been translated into Spanish and Chinese and is also available through digital outreach channels.

Ms. Martinez stated to the Board that as DCA continues to grow, the amount of new information that needs to go out is also increasing. To demonstrate commitment to transparency, the DCA has launched a new monthly e-blast called the *DCA Digest*, which offers updates on planning, progress, design refinements, project permitting, and new informational materials to help the public better understand the project and its

components. Some PWAs had requested to have information provided more frequently and allow the Board to receive updates more frequently.

The Community Benefits Program implementation plan and guidelines are out for public review, and the deadline for public comment is in March. There is an online portal where stakeholders can provide feedback. The DCP virtual tour video has been updated, a 20-minute video, providing a detailed review of the project alignment for this report. A collage of brief video clips is shown to highlight the type of information viewers can expect as the video progresses. The video provides video sweeps, mapping views, explanatory voice over, and component animations about construction logistics. It also identifies the specific locations of each shaft, the intakes, and pumping plants by using clearly recognizable geographic markers and street names. The video outlines anticipated construction and land use effects, providing the estimated acreage during construction versus finished project sites. Ms. Martinez explained that all video content is based on the EIR and reflects a snapshot of the project design as of 2024, noting that the design is still evolving and subject to ongoing changes.

A new video featuring animated renderings of the DCP's engineering components will be uploaded to the website on March 1, 2025, offering striking visuals and greater detail on each component's function and role in the project.

President Milobar stated that it was a well-presented presentation and looks forward to sharing the information with his agency as well as other directors.

No further comments or questions were received from the Board.

**d. DWR Environmental Report**

DWR Environmental Manager Carrie Buckman presented to the Board that DWR received the Incidental Take Permit from the Department of Fish and Wildlife, a major key milestone for the project. The permit documents the avoidance of minimizing and fully mitigating any impacts to threatened and endangered species under the California Endangered Species Act (CESA). This permit is needed under CESA to move forward with construction operations and maintenance. Ms. Buckman continued by informing the Board that the water rights hearings began this week, starting with policy statements. While not considered formal evidence, these statements provide the Board with context and policy support for the project. Several PWAs representatives participated in the hearing, and she thanked them for their contributions. Opening statements will take place on March 24 and 25, 2025, followed by DWR's presentation of the case-in-chief for the change in point of diversion throughout April 2025.

Director Cheng stated that he commends DWR for their work and obtaining the permit. Also, he thanked Dr. Grimaldo.

## Agenda Item 6a

President Milobar also commended DWR for obtaining the permit and hopes everything goes well with the injunction.

Director Luna asked if the community benefits could be added to the next Board meeting.

Ms. Buckman stated that acknowledged comments do close on March 1, 2025, but will be extended until March 3<sup>rd</sup> due to March 1, 2025, landing on a Saturday.

No further comments or questions were received from the Board, nor were any public comment requests received.

### e. Verbal Reports, if any

Director Luna stated that his alternate, Jacquelyn McMillan, has been appointed to the DCA Board of Directors and the DC Finance Board of Directors. Alternate Director McMillan represents Calleguas Municipal Water District. Director Luna stated she is very engaged in Delta issues and chairs the Delta ad hoc committee at Metropolitan. Director Luna has invited Alternate Director McMillan to attend the Board meetings as much as she can.

Alternate Director Sarah Palmer stated that Zone 7 and other agencies were at the request for approval of the point of diversion. Many individuals were in support of the point of diversion.

Director Martin added that Alternate Director McMillan is an old friend from the Santa Clarita Valley Water District and originally from the Castaic Lake Water Agency Board and will be an excellent alternate.

## 9. FUTURE AGENDA ITEMS:

No future agenda items requested.

## 10. ADJOURNMENT:

President Milobar adjourned the meeting at 3:15 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 82055695034#, <https://dcdca-org.zoom.us/j/82055695034?from=addon>



# MONTHLY BOARD REPORT

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

- 1 EXECUTIVE SUMMARY
- 2 ACTIVITIES / HIGHLIGHTS
- 3 BUDGET
- 4 CONTRACTS
- 5 S/DVBE STATUS
- 6 CONTRACT PROCUREMENT
- 7 PROGRESS



Agenda Item 7a

**April 2025**  
(Activities in March)

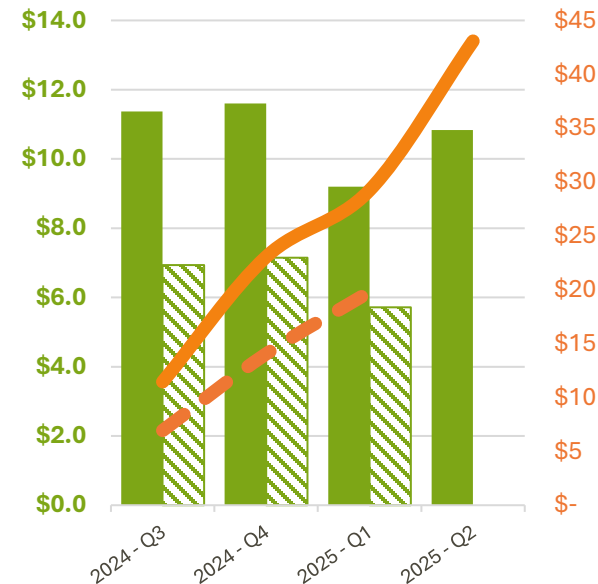
# Section 1 | Status-at-a-Glance

## SUMMARY OF DCA FOCUS AREAS

- Engineering and Environmental support to DWR for Change in Point of Diversion hearings at the State Water Resources Control Board
- Engineering studies to advance the project design and consider potential innovations; updated cost estimate and Basis of Design Report planned for early 2027.
- Development of internal management plans, procedures, and workflows for transitioning to delivery phase in 2027.

## FY24/25 BUDGET OVERVIEW

### Quarterly Expenditures (Millions)



## OUTREACH ACTIVITIES

- The DCA **exhibited** at the [American Water Works Association Conference](#) in Anaheim, CA, Stakeholder Engagement and Education on Delta Conveyance Project
- **Social media** as of March 31, 2025
  - **312** Posts
  - **1,038,777** Total impressions
  - **2.2%** increase in impressions since February 28, 2025

## PERFORMANCE AND METRICS

- FY24/25 Budget: \$43M; total committed \$32.7M; \$20M incurred
- Financial Performance: EAC = \$34.4M; 20% under total budget
- Work Progress : 68% complete vs. 61% spent (of committed budget)
- SBE/DVBE Participation: 13.1% of committed contracts; 8.6% invoiced

## PROCUREMENTS

- Communications Support
- Executive Strategic Support Services
- Primavera P6 Cloud Hosting and User Licensing
- Various Business Services

## Section 2 | Technical Services Activities

### FOCUS AREAS

### KEY ACTIVITIES

### MILESTONES

#### ENGINEERING

Permit support to DWR.

Develop a project-wide Basis of Design Report to support updated Class III cost estimate targeted for early 2027.

Continue development of master schedule to include all program functions for overall planning and tracking.

Support Change of Point of Diversion hearings with the State Water Resources Control Board.

Continue evaluation of design/construction innovations to reduce costs/footprint or manage risk and schedule.

Develop plan for Basis of Design Report that advances feature designs sufficient for Class 3 Cost Estimate.

Change of Point of Diversion hearings begin on April 08, 2025, and expected to continue through Q2/2025.

Annotated outline and implementation plan for Basis of Design Report due end of Q2/2025.

Complete various facility studies throughout the year focused on documentation of potential innovations.

#### FIELD EXPLORATION

Prepare for upcoming 2025/2026 geotechnical and environmental investigations and surveys.

Provide most recent information to engineering team to support studies and design development

Continue review and development of anticipated property access requirements for 2025 and 2026.

Coordinating TEP priorities with Real Estate team as well as developing FY2025/26 workplans and budgets.

Updating procedures for future field investigations and studies.

Survey Plan is in development, completion date extended to late-April 2025.

Submit 2024 Geotechnical Data Report in May 2025.

Submit updated exploration and testing work procedures in May 2025.

Reusable Tunnel Material testing results in May 2025.

#### LAND ACQUISITION

Manage development, tracking and acquisition of temporary access rights to support field explorations and surveys.

Refine comprehensive understanding of complete permanent property requirements including easements and acquisitions

Develop and coordinate temporary entry permit requirements for 2025 and 2026.

Order and review title reports, update property boundaries, ownership, and right of way cost estimate for potentially affected parcels in Sacramento County.

Property acquisition refinements for potentially affected parcels in Sacramento County provided by end of June 2025.

#### ENVIRONMENTAL

Permit application support to DWR.

Ensuring accurate representation of permit requirements in Basis of Design Report and overall master schedule.

Assist DWR to develop DWR-DCA Programmatic Environmental Compliance Plan for Conceptual Design through Commissioning.

Support and provide testimony in Change of Point of Diversion hearings with the State Water Resources Control Board.

Develop Environmental Compliance Plan, including environmental commitments and reporting tools for each construction location.

Change of Point of Diversion hearings begin on March 24, 2025, and scheduled through Q3/2025.

Environmental Compliance templates for each construction location by early Q3/2025.

#### PROGRAM MILESTONES

J  
2025

F

M

A  
**Today**

M

J

◆ ITP rec'd

◆ CPOD Hearings Begin

◆ RTM Study

◆ 2024 GDR

◆ Updated field procedures

◆ Survey Plan

◆ BODR outline  
◆ Procurement docs  
◆ Sacramento County  
ROW refinements

## Section 2 | Program Activities

### FOCUS AREAS

### KEY ACTIVITIES

### MILESTONES

#### PROGRAM SUPPORT

Includes facilities, administration, program controls, procurements, and information technology.

Responsible for systems, procedures, and assurances regarding risk, schedule, health & safety, quality, and sustainability for the current pre-implementation phase.

Managing the evolution of systems and requirements to support the future implementation phase of the program.

Analysis of FY2024/25 scope, deliverables, and budget performance for all contracts.

Gap analyses of current processes and systems for future phases of implementation to identify development needs.

Review of current sustainability baseline compared to common industry frameworks, such as Envision.

Provided templates to standardize budget, scope, schedule for FY2025/26 for use by all DCA vendors in April 2025.

Developed Deliverable Acceptance Process for use by DCA to route documents and plans in accordance with reviewer hierarchy/authority in February 2025.

Updated sustainability strategy to be rolled out in Q2/2025.

#### COMMUNICATIONS

Development of collateral to the general public describing the project features, design and construction considerations, and other aspects of the program.

Working closely with DWR, State Water Contractors, Inc., and Public Water Agency partners on overall communications strategy.

Planning for participation at industry conferences.

Develop and translate collateral in Spanish and Chinese.

Management and updating of DCA website.

Ongoing social media content development, posting, and targeting.

Supported briefing for new legislators in late-March 2025.

Project Component videos released in March 2025.

Supporting development of sustainability materials for Q2/2025 2025 rollout.

Cost Containment Fact Sheet to be completed by late-June 2025.

#### LEGAL

Continue supporting DCA and DWR legal needs.

Assist Program Support and Executive Office functions with strategy and procurement efforts.

Change of Point of Diversion hearings remain on-going. Final policy statements will be heard on May 19, 2025.

Participated in the negotiations for the communications support services agreement being considered by this Board this month.

#### EXECUTIVE OFFICE

Leading strategy and planning for project development and DCA organizational transition to implementation phase.

Preparing for project update in early 2027 to support public water agency implementation decisions.

Providing accurate information regarding the project to the public.

Continue to refine the DCA organizational structure along with roles, responsibilities, and authorities.

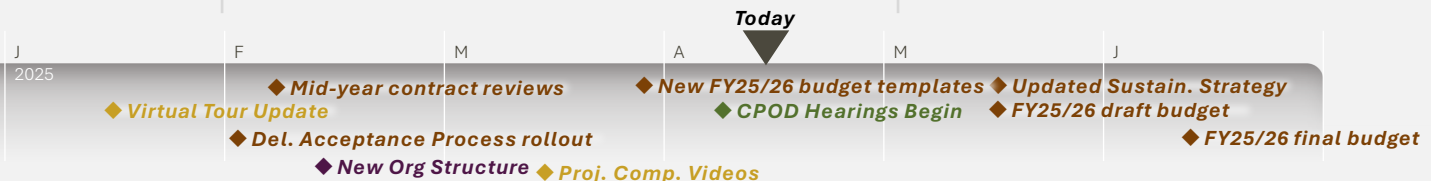
Project updates to public water agencies, industry events, and other interested parties.

Development of FY2025/26 scope and budget, and planning for DCA Finance Committee kick-off.

Draft FY2025/26 DCA budget to DCA Finance Committee on May 21, 2025.

Final FY2025/26 DCA budget to DCA Board of Directors for approval on June 18, 2025.

#### PROGRAM MILESTONES

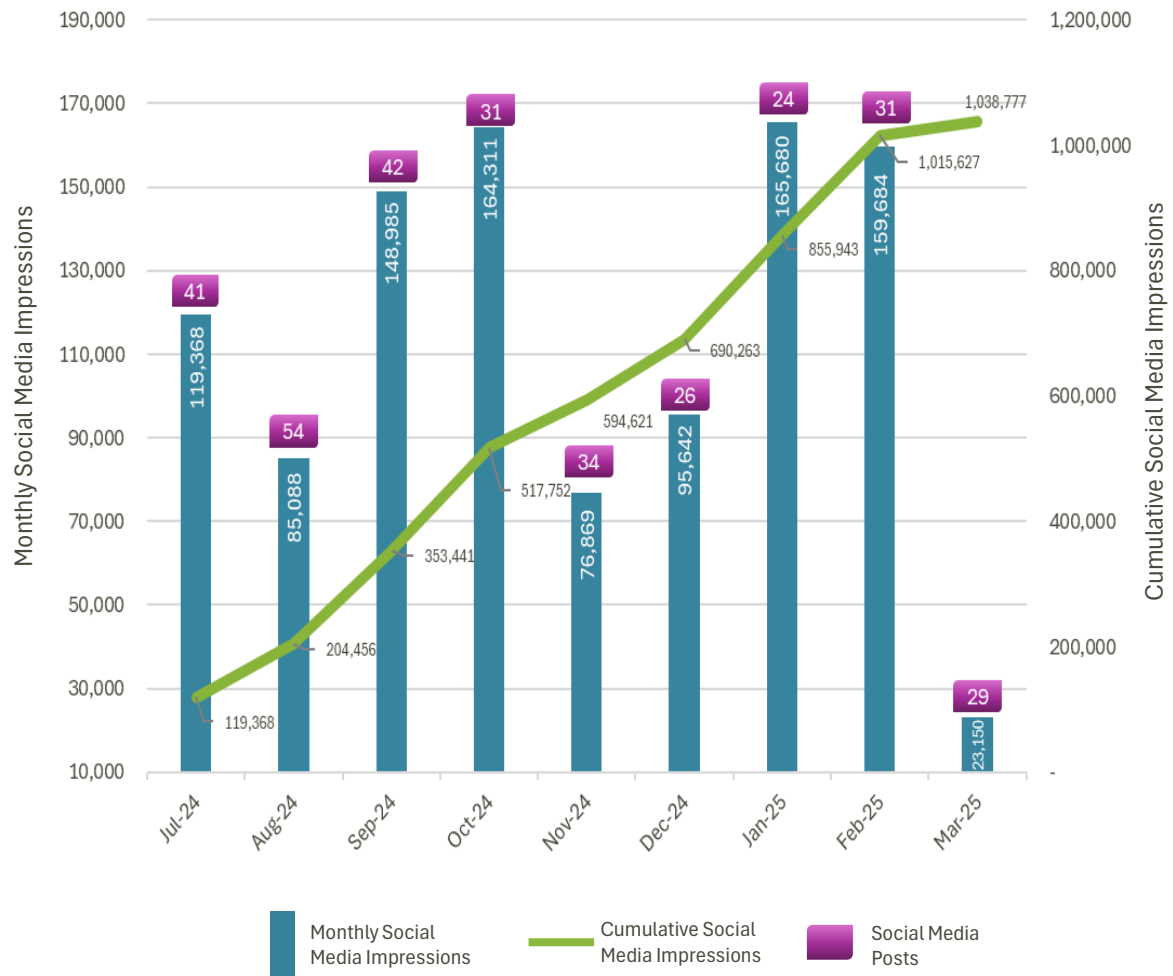


## Section 2 | Outreach Highlights

- ✓ Released Engineering Components video, highlighting the features of the Delta Conveyance Project.
- ✓ Launched the all new DCA Digest, summarizing project milestones for the month.
- ✓ Attended and exhibited at Western Winter Workshop, where Graham Bradner also presented
- ✓ Attended Water Education for Latino Leaders conference.
- ✓ Hosted a Legislative Briefing to provide information on the DCP to new CA lawmakers and their staff.



### SOCIAL MEDIA TRENDING



## Section 3 | Budget Summary

The FY24/25 DCA budget has been approved and is \$43M (Table 1). We are currently forecasting an Estimate at Completion (EAC) budget of \$34.4M (Table 1), an increase of \$0.3M over last month. This EAC is still \$8.6M under our approved budget. The new EAC reflects in-progress refinements to the overall program scope and budget for the remainder of FY24/25; additional revisions are anticipated prior to the next monthly report. The DCA has incurred \$20M in expenditures through the end of March (details in Table 2) and has committed a total of \$32.7M (details in Table 3). Planned cash flow curves are shown in Figure 1.

**Table 1 | Monthly Budget Summary (FY 24/25)**

	Original Budget	Current Budget	Current Commitments	Incurred to Date	EAC	Variance (Surplus)/Deficit
<b>Program Management Office</b>						
Executive Office	\$ 4,939,700	\$ 4,939,700	\$ 3,081,921	\$ 1,559,363	\$ 2,698,552	\$ (2,241,148)
Community Engagement	1,224,600	1,224,600	967,716	527,728	1,147,951	(76,649)
Program Controls	4,905,500	4,905,500	5,552,306	3,479,263	5,557,306	651,806
Administration	3,535,700	3,535,700	3,678,050	2,631,781	3,690,677	154,977
Procurement and Contract Administration	762,900	762,900	762,490	418,687	762,490	(410)
Property	1,028,300	1,028,300	1,349,879	372,540	1,529,492	501,192
Permitting Management	1,254,600	1,254,600	939,493	381,603	1,279,493	24,893
Health and Safety	431,600	431,600	431,592	268,983	431,592	(8)
Quality Management	698,600	698,600	623,160	276,964	523,160	(175,440)
Sustainability	501,500	501,500	494,292	278,837	494,292	(7,208)
Engineering Management	-	-	940,000	206,456	570,000	570,000
Geotechnical Management	444,300	444,300	374,230	239,077	419,230	(25,070)
Survey and Mapping Management	-	-	235,000	31,902	195,000	195,000
<b>Program Initiation</b>						
Engineering	\$ 13,938,700	\$ 13,938,700	\$ 10,753,522	\$ 8,127,143	\$ 12,608,522	\$ (1,330,178)
<b>Program Delivery</b>						
Project Delivery	\$ 9,334,200	\$ 9,334,200	\$ 2,492,242	\$ 1,167,576	\$ 2,492,242	\$ (6,841,958)
	<b>\$ 43,000,200</b>	<b>\$ 43,000,200</b>	<b>\$ 32,675,894</b>	<b>\$ 19,967,903</b>	<b>\$ 34,400,000</b>	<b>\$ (8,600,200)</b>



## Section 3 | Budget Detail

Table 2 | FY 24/25 Budget Detail, 1 of 2

Work Breakdown Structure	Original Budget	Current Budget	Commitments	Pending Commitments	Actuals Received	Remaining Budget	% of Budget Incurred	Estimate at Completion	Variance (Surplus)/Deficit
Delta Conveyance	\$ 43,000,200	\$ 43,000,200	\$ 32,675,894	\$ -	\$ 19,967,903	\$ 23,032,297	46%	\$ 34,400,000	\$ (8,600,200)
<b>Executive Office</b>	<b>4,939,700</b>	<b>4,939,700</b>	<b>3,081,921</b>	<b>-</b>	<b>1,559,363</b>	<b>3,380,337</b>	<b>32%</b>	<b>2,698,552</b>	<b>(2,241,148)</b>
Executive Office	1,974,700	1,974,700	1,954,006	-	1,177,395	797,305	60%	1,771,166	(203,534)
Legal	497,200	497,200	497,162	-	180,107	317,093	36%	497,200	-
Audit	18,000	18,000	-	-	-	18,000	0%	-	(18,000)
Treasury	338,000	338,000	347,513	-	127,433	210,567	38%	247,513	(90,487)
Human Resources	258,800	258,800	283,240	-	74,428	184,372	29%	183,240	(75,560)
Undefined Allowance	1,853,000	1,853,000	-	-	-	1,853,000	0%	(568)	(1,853,568)
<b>Community Engagement</b>	<b>1,224,600</b>	<b>1,224,600</b>	<b>967,716</b>	<b>-</b>	<b>527,728</b>	<b>696,872</b>	<b>43%</b>	<b>1,147,951</b>	<b>(76,649)</b>
Management	456,800	456,800	476,946	-	317,048	139,752	69%	631,946	175,146
Community Coordination	250,000	250,000	-	-	-	250,000	0%	-	(250,000)
Outreach	517,800	517,800	490,770	-	210,680	307,120	41%	516,005	(1,795)
<b>Program Controls</b>	<b>4,905,500</b>	<b>4,905,500</b>	<b>5,552,306</b>	<b>-</b>	<b>3,479,263</b>	<b>1,426,237</b>	<b>71%</b>	<b>5,557,306</b>	<b>651,806</b>
Management	651,000	651,000	688,169	-	427,627	223,373	66%	688,169	37,169
Cost Management	843,600	843,600	1,146,867	-	738,644	104,957	88%	1,146,867	303,267
Schedule Management	1,688,800	1,688,800	1,903,454	-	1,056,224	632,576	63%	1,908,454	219,654
Document Management	481,400	481,400	459,840	-	263,649	217,751	55%	459,840	(21,560)
Governance	911,300	911,300	1,024,816	-	748,676	162,624	82%	1,024,816	113,516
Asset Management	329,400	329,400	329,160	-	244,444	84,957	74%	329,160	(240)
<b>Administration</b>	<b>3,535,700</b>	<b>3,535,700</b>	<b>3,678,050</b>	<b>-</b>	<b>2,631,781</b>	<b>903,919</b>	<b>74%</b>	<b>3,690,677</b>	<b>154,977</b>
Management	948,700	948,700	963,840	-	614,286	334,414	65%	963,840	15,140
Facilities	1,496,200	1,496,200	1,578,834	-	1,265,475	230,725	85%	1,578,465	82,265
Information Technology	1,090,800	1,090,800	1,135,376	-	752,021	338,779	69%	1,148,372	57,572
<b>Procurement and Contract Administration</b>	<b>762,900</b>	<b>762,900</b>	<b>762,490</b>	<b>-</b>	<b>418,687</b>	<b>344,213</b>	<b>55%</b>	<b>762,490</b>	<b>(410)</b>
Procurement Management	762,900	762,900	762,490	-	418,687	344,213	55%	762,490	(410)

## Section 3 | Budget Detail *continued*

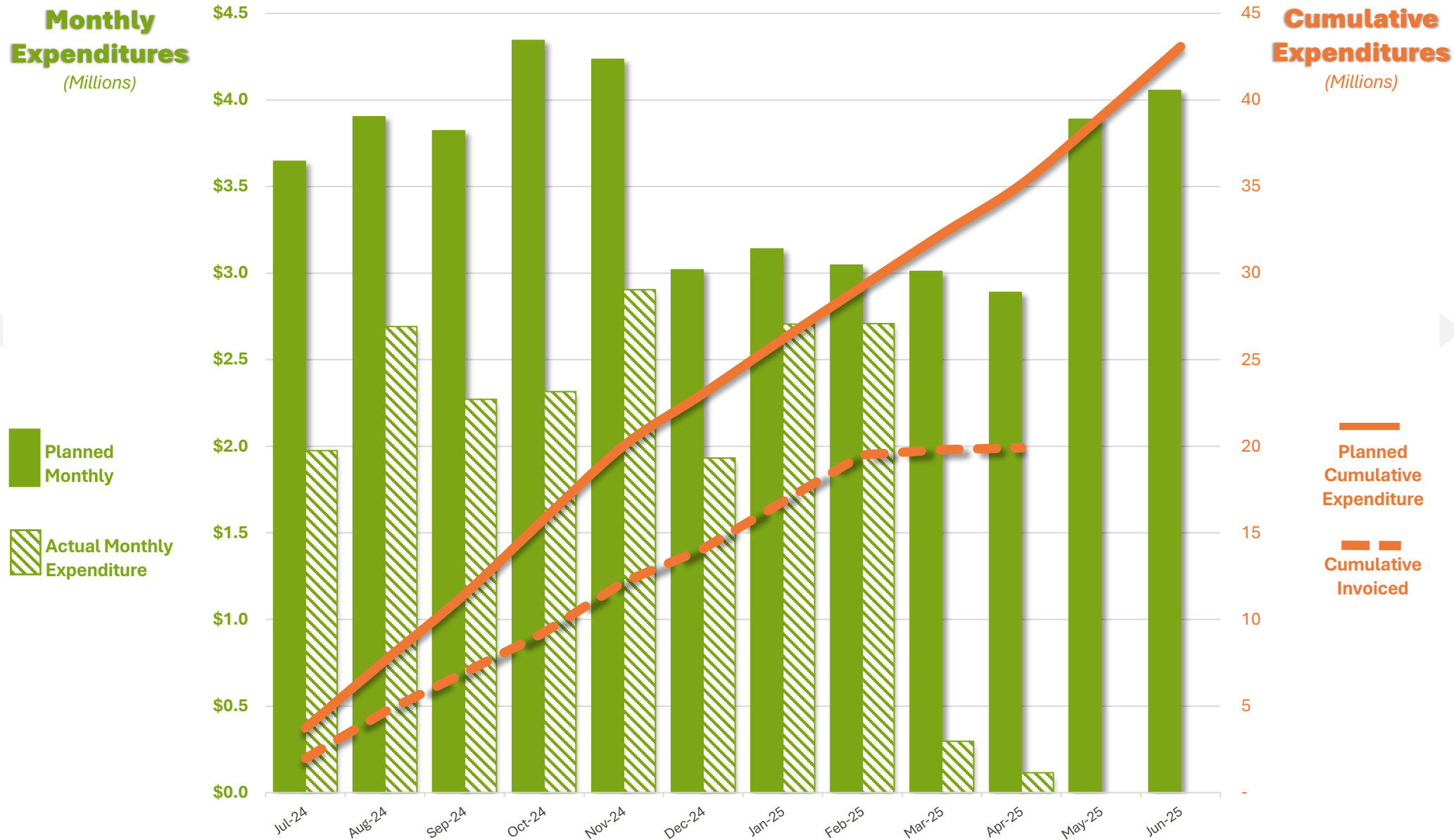
Table 2 | FY 24/25 Budget Detail, 2 of 2

Work Breakdown Structure	Original Budget	Current Budget	Commitments	Pending Commitments	Actuals Received	Remaining Budget	% of Budget Incurred	Estimate at Completion	Variance (Surplus)/Deficit
<b>Property</b>	<b>1,028,300</b>	<b>1,028,300</b>	<b>1,349,879</b>	<b>-</b>	<b>372,540</b>	<b>655,760</b>	<b>36%</b>	<b>1,529,492</b>	<b>501,192</b>
Property Agents	501,200	501,200	151,587	-	30,408	470,793	6%	501,200	-
Temporary Entrance Permits	477,100	477,100	547,042	-	180,109	296,991	38%	377,042	(100,058)
Land Purchase	-	-	550,000	-	60,774	(60,774)	0%	550,000	550,000
Court Ordered Entry	50,000	50,000	101,250	-	101,250	(51,250)	203%	101,250	51,250
<b>Permitting Management</b>	<b>1,254,600</b>	<b>1,254,600</b>	<b>939,493</b>	<b>-</b>	<b>381,603</b>	<b>872,997</b>	<b>30%</b>	<b>1,279,493</b>	<b>24,893</b>
Management	534,700	534,700	559,686	-	361,979	172,721	68%	759,686	224,986
Permit Monitoring and Compliance	719,900	719,900	379,807	-	19,625	700,275	3%	519,807	(200,093)
<b>Health and Safety</b>	<b>431,600</b>	<b>431,600</b>	<b>431,592</b>	<b>-</b>	<b>268,983</b>	<b>162,617</b>	<b>62%</b>	<b>431,592</b>	<b>(8)</b>
Management	431,600	431,600	431,592	-	268,983	162,617	62%	431,592	(8)
<b>Quality Management</b>	<b>698,600</b>	<b>698,600</b>	<b>623,160</b>	<b>-</b>	<b>276,964</b>	<b>421,636</b>	<b>40%</b>	<b>523,160</b>	<b>(175,440)</b>
Management & Auditing	698,600	698,600	623,160	-	276,964	421,636	40%	523,160	(175,440)
<b>Sustainability</b>	<b>501,500</b>	<b>501,500</b>	<b>494,292</b>	<b>-</b>	<b>278,837</b>	<b>222,663</b>	<b>56%</b>	<b>494,292</b>	<b>(7,208)</b>
Management	501,500	501,500	494,292	-	278,837	222,663	56%	494,292	(7,208)
<b>Engineering Management</b>	<b>-</b>	<b>-</b>	<b>940,000</b>	<b>-</b>	<b>206,456</b>	<b>(206,456)</b>	<b>0%</b>	<b>570,000</b>	<b>570,000</b>
Program Delivery Planning	-	-	940,000	-	206,456	(206,456)	0%	570,000	570,000
<b>Geotechnical Management</b>	<b>444,300</b>	<b>444,300</b>	<b>374,230</b>	<b>-</b>	<b>239,077</b>	<b>205,223</b>	<b>54%</b>	<b>419,230</b>	<b>(25,070)</b>
Management	444,300	444,300	374,230	-	239,077	205,223	54%	419,230	(25,070)
<b>Survey and Mapping Management</b>	<b>-</b>	<b>-</b>	<b>235,000</b>	<b>-</b>	<b>31,902</b>	<b>(31,902)</b>	<b>0%</b>	<b>195,000</b>	<b>195,000</b>
Management	-	-	235,000	-	31,902	(31,902)	0%	195,000	195,000
<b>Engineering</b>	<b>13,938,700</b>	<b>13,938,700</b>	<b>10,753,522</b>	<b>-</b>	<b>8,127,143</b>	<b>5,811,557</b>	<b>58%</b>	<b>12,608,522</b>	<b>(1,330,178)</b>
Management & Administration	1,141,900	1,141,900	1,266,843	-	751,534	390,366	66%	1,496,843	354,943
Facility Studies	5,657,900	5,657,900	7,807,838	-	6,345,322	(687,422)	112%	8,017,838	2,359,938
Project Definition Reports	6,937,300	6,937,300	1,517,283	-	985,030	5,952,270	14%	2,917,283	(4,020,017)
Permit Engineering Support	201,600	201,600	161,557	-	45,257	156,343	22%	176,557	(25,043)
<b>Project Delivery</b>	<b>9,334,200</b>	<b>9,334,200</b>	<b>2,492,242</b>	<b>-</b>	<b>1,167,576</b>	<b>8,166,624</b>	<b>13%</b>	<b>2,492,242</b>	<b>(6,841,958)</b>
Project Geotechnical	9,334,200	9,334,200	2,147,242	-	1,158,208	8,175,992	12%	2,147,242	(7,186,958)
Permit Engineering Support	-	-	345,000	-	9,368	(9,368)	0%	345,000	345,000



## Section 3 | Monthly & Cumulative Expenditures

Figure 1 - FY 24/25 Cash Flow to Date



## Section 4 | Contract Summary

**Table 3 - Contract Summary (FY 24/25)**

Description	Commitment Amount	Invoiced to Date	Percent Invoiced
<b>Delta Conveyance</b>	<b>\$ 32,675,894</b>	<b>\$ 19,967,903</b>	<b>61%</b>
e-Builder, Inc.	\$ 156,304	\$ 156,304	100%
Jacobs Engineering Group	\$ 14,502,031	\$ 9,588,219	66%
Hamner, Jewell & Associates	\$ 58,284	\$ 4,517	8%
Bender Rosenthal, Inc.	\$ 803,453	\$ 167,972	21%
Associated Right of Way Services, Inc.	\$ 34,911	\$ 3,243	9%
Psomas	\$ 345,000	\$ 9,368	3%
Parsons	\$ 9,521,105	\$ 5,693,653	60%
Prime US-Park Tower, LLC	\$ 1,362,382	\$ 1,134,924	83%
110 Holdings dba Launch Consulting, LLC	\$ 371,864	\$ 213,831	58%
VMA Communications, Inc.	\$ 801,897	\$ 445,011	55%
JAMBO-Silvacom LTD	\$ 34,920	\$ 34,920	100%
Best Best & Krieger	\$ 497,162	\$ 180,107	36%
Metropolitan Water District of S. California	\$ 536,142	\$ 113,520	21%
Dept of Water Resources	\$ 151,250	\$ 130,270	86%
AECOM Technical Services	\$ 2,147,242	\$ 1,158,208	54%
Gwendolyn Buchholz, Permit Engineer Inc	\$ 150,000	\$ 102,100	68%
IRIS Intelligence, LLC	\$ 27,830	\$ -	0%
Alliant Insurance	\$ 27,549	\$ 27,549	100%
Consolidated Communications, Inc.	\$ 36,000	\$ 25,646	71%
AT&T	\$ 34,449	\$ 17,864	52%
Caltronics Government Services	\$ 37,700	\$ 25,292	67%
AVI-SPL LLC	\$ 120,293	\$ 91,622	76%
Bradner Consulting LLC	\$ 611,271	\$ 455,040	74%
Miles Treaster & Associates	\$ 18,000	\$ 12,440	69%
onPar Advisors LLC	\$ 62,883	\$ 62,883	100%
Matthew Ian Keogh	\$ 15,600	\$ 3,673	24%
LuxBus America	\$ 25,000	\$ 1,921	8%
Alvarez Associates LLC	\$ 25,000	\$ 13,500	54%
Morrison Engineering, LLC	\$ 74,999	\$ 57,200	76%
Agreements<\$15k	\$ 85,375	\$ 37,107	43%

## Section 5 | SBE/DVBE Status (FY 24/25)

### SBE/DVBE Participation Status

		Commitment Amount	Invoiced to Date	Percent Committed	Percent Invoiced
Delta Conveyance		\$ 32,675,894	19,967,903		
SBE Participation		\$ 4,268,337	1,918,255	13.1	9.6
DVBE Participation		\$		0.0 %	0.0 %
SBE/DVBE Consultant Detail	SBE/DVBE Status	Current Commitment	Percent of Total Commitment*	Invoiced to Date	Percent Invoiced SBE/DVBE
AECOM		\$ 2,747,242.00	5 %	\$ 1,158,208	3 %
ISI	SBE	\$ 91,827	3.3 %	\$ 7,134	1%
WRES	SBE	\$ 46,345	1.7 %	\$ 22,425	1.9%
Associated Right of Way Services	SBE	\$ 34,911	100 %	\$ 3,243	100 %
Bender Rosenthal, Inc.	SBE	\$ 803,453	100 %	\$ 167,972	100 %
Caltronics Government Services	SBE	\$ 37,700	100 %	\$ 25,292	100 %
Hamner, Jewell & Associates	SBE	\$ 58,284	100 %	\$ 4,517	100 %
Jacobs Engineering Group		\$ 14,502,031	2.6%	\$ 9,588,219	1%
5RMK	SBE	\$ 80,000	0.6 %	\$ 71,533	0.7%
JMA	SBE	\$ 10,000	0.1 %	\$ 3,657	.04%
Peter Wiseman	SBE	\$ 20,000	0.1 %	\$ -	0.0 %
Robert Marshall	SBE	\$ 10,000	0.1 %	\$ 1,600	.02%
REY Engineers	SBE	\$ 260,000	1.8 %	\$ 30,334	0.3%
Parsons		\$ 9,521,105	21.2 %	\$ 5,693,653	20%
Chaves	SBE	\$ 2,013,920	21.2 %	\$ 1,147,569	20.2%
VMA Communications, Inc.	SBE	\$ 801,897	93.5 %	\$ 432,980	93.5 %

## Section 6 | Contract Procurement Summary

### Contract Procurement Summary

#### Open Procurements

Procurement Name	Planning/ Estimated Value	Annual Budget	Contracted Value	Procurement Method	Procurement Start	Target NTP Date	Anticipated Term
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#### Primavera P6 Cloud Hosting Services

SaaS Agreement	\$101,100	\$	TBD	TBD	24-Dec	24-Dec	2 year
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#### Primavera P6 User Licenses

SaaS Agreement	\$16,674	\$	TBD	Direct Purchase	24-Dec	24-Dec	1 year
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#### Communications Support

Services & Consulting	\$5,000,000	N/A	TBD	Qualifications Based	24-Dec	25-Apr	5 year
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#### Executive Strategic Support Services

Qualifications Based Selection	\$150,000	N/A	\$1,000,000	Services & Consulting with Task Orders	25-Mar	25-Jun	4 years
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#### Insurance Services

Services & Consulting	\$50,000	N/A	TBD	Direct Contract	25-Feb	25-Jul	5 year
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#### Transportation Services

General Services	\$10,000	\$5,000	\$5,000	Direct Contract	25-Feb	25-Feb	4 month
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#### Transportation Services

General Services	\$100,000	\$75,000	\$75,000	Direct Contract	25-Feb	25-Jul	4 years
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#### Completed Procurements

Procurement Name	Commitment Value	Term
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#### Staples Business

\$8,000 2/3/2025 - 2/2/2029

#### GovDeals Online Auctioneer Surplus Services

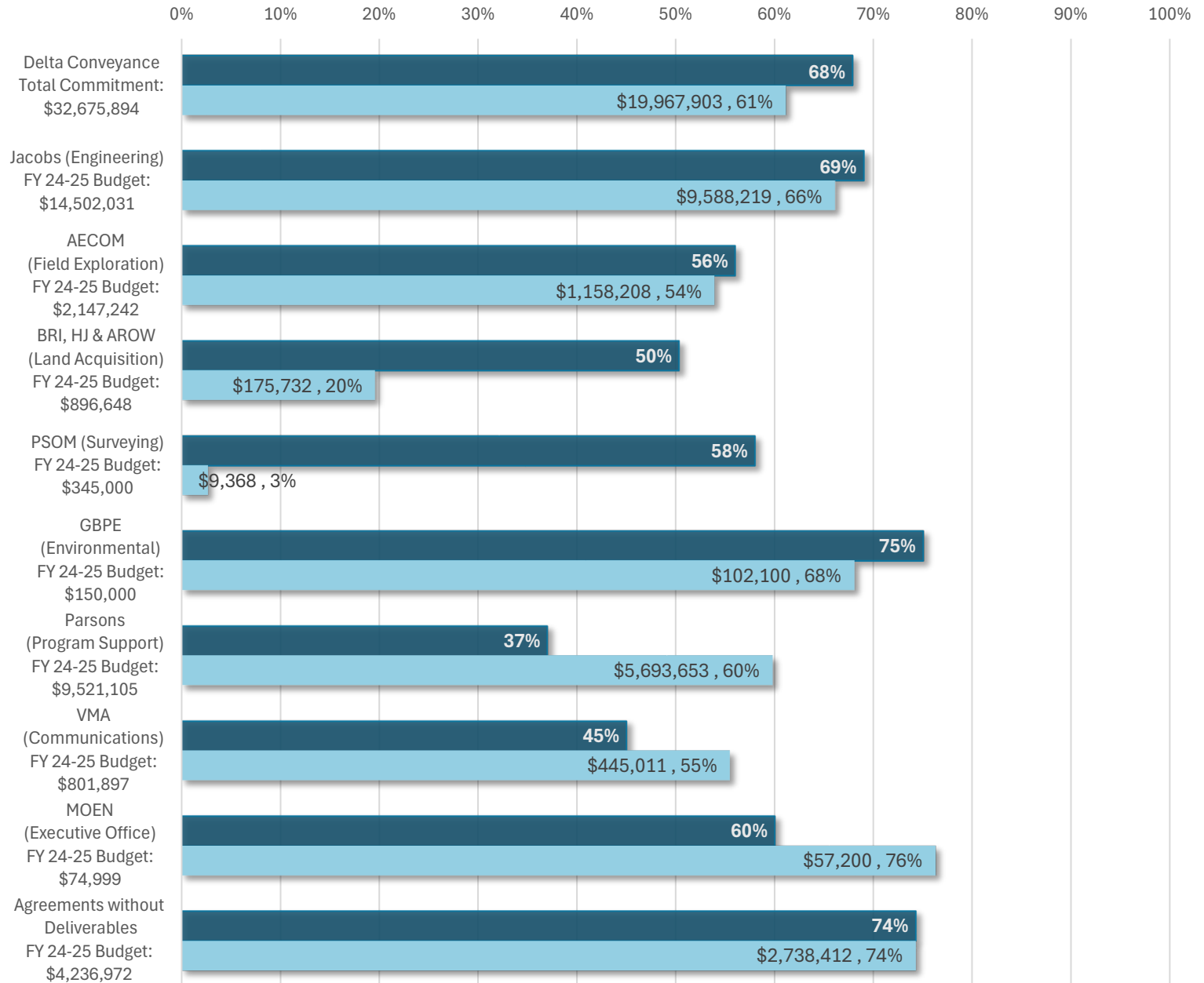
N/A 4/19/2022 - 4/30/2027

# Section 7 | Fiscal Year Progress

## Deliverable Status as of 2/28/2025

### Deliverable Variances of Note:

- PSOMAS (PSOM) – Deliverable % complete reflects invoice received for month ending 3/31/25.
- Parsons – invoice for month ending 2/28/25 has been received and is currently being processed; deliverable % complete will update to 52% upon full invoice approval.
- Morrison Engineering (MOEN) – invoice for month ending 3/31/25 has been received and is currently being processed; deliverable % complete will update to 75% upon full invoice approval.



# Fiscal Year 2025/26 Board Meeting Schedule

## Monthly

Meet monthly and cancel meetings as needed.

## Bi-Monthly

Meet every other month, starting in August. Schedule special meetings as needed.

## Quarterly

Meet quarterly, starting in September and take the summer off. Schedule special meetings as needed.

## Twice Yearly

Per the JPA, the Board must meet at least twice yearly. The next FY2025/26 meeting would be in December 2025.

# DCA Board of Directors Proposed Calendar

FY 2025/2026

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## Calendar Legend

Board Meeting

Holidays

### Federal and State Observed Holidays

(Please refer to your parent company's Holiday schedule for a list of their approved observed days)

July 4 – Independence Day

September 1 – Labor Day

October 13 – Indigenous Peoples Day

November 11 – Veterans Day

November 27 – Thanksgiving

November 28 – Day after Thanksgiving

December 25 – Hanukkah

December 25 – Christmas

December 26 – Kwanzaa

January 1 – New Years Day

January 19 – Martin Luther King, Jr. Day

January 29 – Lunar New Year

February 16 – Presidents Day

March 31 – Cesar Chavez Day

May 25 – Memorial Day

June 19 – Juneteenth



## Board Memo

**Contacts:** Adrian Brown, Chief Contracting Officer

**Date:** 04/17/2025 Board Meeting

**Item No.7e**

**Subject:**

Consider Passing Resolution to obtain Project Communication Support Professional Services.

**Executive Summary:**

After completing a competitive solicitation via a Request for Qualifications (RFQ) and evaluation process, staff recommends that the Board authorize the Executive Director to negotiate and execute a professional services agreement with the most qualified consultant, Lucas Public Affairs, Inc. (LPA), to provide Project Communication Support Services for a term of five (5) years, two (2) months and thirteen (13) days with a maximum amount payable of \$10,000,000 with the right to extend the contract three (3) times for 5-year increments.

**Detailed Report:**

The Delta Conveyance Authority ("DCA") currently provides engineering and design activities to support environmental planning, with oversight by the Department of Water Resources' (DWR) dedicated office for the Delta Conveyance Project ("DCP") through its Delta Conveyance Office (DCO). If the DCP moves into implementation, the DCA will design and construct the project.

The DCA requires the services of professional consultant(s) to provide project communication support services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The communication consultant will assist the DCA with 1) branding, communications and graphics support to work collaboratively with the engineering and stakeholder engagement staff within the DWR and DCA, 2) assist in coordinating, facilitating and participating in meetings with the public and project stakeholders, including but not limited to any potential DCA Board Meetings and sub-committee meetings that may occur.

RFQ 240015 was issued on December 20, 2024, to procure Project Communication Support Services. A total of three (3) statements of qualifications (SOQs) were received. A panel of five (5) members were selected to serve as the Evaluation Committee, consisting of the DCA Executive Director, the DCA Chief of Staff, the DCA IT & Administrative Manager, the DWR Communications Manager, and the Santa Clarita Valley Water Agency Communications Manager. The SOQs were first reviewed for compliance with the RFQ requirements and then the Evaluation Committee reviewed the written SOQs, scored the SOQs, and conducted interviews with a short list of the three (3) highest ranked prospective candidates.

The top scoring RFQ candidate is Lucas Public Affairs (LPA). Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with



the most qualified consultant, LPA, to provide Project Communication Support services for a term of five (5) years, two (2) months and thirteen (13) days in a not-to-exceed amount of \$10,000,000, with the right to extend the contract three (3) times for 5-year increments.

**Funding:**

The fiscal year 2025-26 budget for the Project Communication Support service work is expected to be approximately \$900,000.

**Recommended Action:**

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year, two (2) month and thirteen (13) day contract, in a not-to-exceed amount of \$10,000,000 with LPA for Project Communication Support Services with the right to extend the contract three (3) times for 5-year increments.

**Attachments:**

Attachment 1 – Resolution 25-XX Professional Services Agreement For Project Communications Support Services

Exhibit A – Agreement for Project Communication Support Professional Services

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION  
AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

*PROFESSIONAL SERVICES AGREEMENT FOR PROJECT COMMUNICATIONS SUPPORT SERVICES*

Whereas, there is a need to procure Project Communication Support Services; and

Whereas, Lucas Public Affairs, Inc. (LPA), was selected as best qualified via a request for qualifications solicitation followed by evaluation by a scoring panel;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the Executive Director to negotiate and execute a professional services agreement (Exhibit A) with LPA to provide Project Communication Support Services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$10,000,000; and

Be it further resolved that the DCA Board directs the Executive Director to issue Task Orders as and when needed to direct the progress of work and expenditures, consistent with Board-adopted budgets.

\* \* \* \* \*

This Resolution was passed and adopted this 17<sup>th</sup> of April 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Martin Milobar, Board President

Attest:

---

Gary Martin, Secretary

**EXHIBIT A**

**Agreement for Project Communication Support  
Professional Services**

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY  
AGREEMENT NO. 240015  
FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Delta Conveyance Design and Construction Authority or DCA, and Lucas Public Affairs, LLC., hereinafter referred to as Consultant.

**Explanatory Recitals**

1. The DCA is a public agency of the State of California organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement, dated May 14, 2018, to actively participate with the California Department of Water Resources in those activities identified in the agreement ("Project").
2. The DCA requires the services of Consultant(s) to provide Project Communication Support services.
3. The DCA does not guarantee that the services stated in the scope of services will be required for the entire duration of the agreement.
4. For the period in which the Consultant is providing Project Communication Support services as described in this Agreement, the Consultant, including their affiliates and subsidiaries, will be precluded from proposing on other services for the Project in violation of California Government Code Section 1090.
5. The DCA desires to retain Consultant, and Consultant desires to perform the services required by the DCA according to the terms set forth hereinafter.

**Terms of Agreement**

1. **Scope of Work**
  - a. The DCA hereby engages Consultant to provide the DCA the services described in detail in the Scope of Work attached hereto as Exhibit A.
  - b. All services related to the scope of services will be ordered, and as necessary further defined, through the issuance of a written Task Order. All Task Orders must be completed and signed in a form agreeable to both parties prior to proceeding with services. Any additional sub-consultants not included in the Fee Schedule for this Agreement will be identified through the issuance of a Task Order. Prior to acquiring the additional sub-consultants, a copy of sub-consultants' fee schedules must be submitted and approved by the Agreement Administrator as part of the Task Order. A sample Task Order form is attached hereto as Exhibit B.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from 4/17/2025 through 6/30/2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the contract three (3) times for 5-year increments.

3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with the DCA through its Agreement Administrator. For purposes of this Agreement, the DCA designates the Executive Director, or his or her designee, as the Agreement Administrator. The DCA reserves the right to change this designation upon written notice to Consultant.

b. The acceptability of all services performed for this Agreement shall be determined by the DCA's Agreement Administrator. To the extent not otherwise established herein, the DCA's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to the DCA.

4. Key Personnel

a. Consultant's Representative Consultant hereby designates Ms. Jessyca Sheehan to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with DCA's Agreement Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the DCA staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by DCA's Contract Administrator.

b. Substitution of Key Personnel Consultant has represented to the DCA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the DCA. In the event that the DCA and Consultant cannot agree as to the substitution of the key personnel DCA shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Ms. Jessyca Sheehan or mutually agreed upon designee.

c. Documentation of Approval When requesting a change to the Consultant's representative or key personnel, Consultant shall write a memorandum or letter to the DCA's Agreement Administrator requesting approval of the change. If approved, as indicated



in writing by the DCA's Agreement Administrator, a copy of the memorandum or letter shall be placed in the contract file for reference.

5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of the DCA.

6. Sub-consultants

a. Consultant shall be responsible to the DCA for all services to be performed under this Agreement. Nothing contained in this Agreement or any Task Order, shall create any contractual relation between DCA and any sub-consultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations under this Agreement. Consultant agrees to be as fully responsible to DCA for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

b. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Inclusion of sub-consultant billing rates in this Agreement or any Task Order is for accounting purposes only. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. The DCA shall not be liable for any payment or other compensation for any sub-consultants.

c. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

d. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of the DCA as provided herein.

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit C. The Fee Schedule includes the rates and expenses of any approved sub-consultants and shall remain in effect for the duration of this Agreement. The Fee Schedule may be modified through issuance of a Task Order where modified rates and expenses for the task order work have been agreed to in writing by DCA.

b. The DCA will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. The DCA shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultants' fees and expenses.

c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit D, attached hereto.

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$10,000,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$8,000,000 (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

a. Consultant shall submit monthly progress reports and monthly invoices to the DCA's Agreement Administrator electronically through the DCA invoice system. Any change to the Consultant's address must be submitted in writing to the DCA at 980 9th Street, Suite 2400, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the DCA's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, cumulative total amount previously invoiced, and estimate at complete (EAC) table showing the current and projected status of the contract.

ii. Invoices shall be itemized by date of service, employee name, title, corresponding billing rate calculated pursuant to the Fee Schedule, number of hours worked, description of work performed, total amount due, and shall include the following affirmation:

*"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the DCA under this Agreement and these hours have not been billed on any other client invoices."*

iii. Where applicable, invoices shall itemize allowable expenses and include receipts for which reimbursement is sought.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.



v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, the DCA shall make payment of undisputed amounts to Consultant the later of 60 days after DCA's receipt of the invoice or the DCA's receipt of funding from the California Department of Water Resources in accordance with Government Code Section 927 *et seq.* Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid. Notwithstanding anything to the contrary, Consultant understands and agrees that funding for this Agreement is obtained from the California Department of Water Resources and, therefore, the DCA's obligation to provide payment shall be fully contingent upon appropriation by and receipt of adequate funding from the California Department of Water Resources.

#### 10. Small and/or Disabled Veteran Business Enterprises (SBE/DVBE)

a. It is the policy of the DCA to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by the DCA by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises.

b. DCA has adopted an SBE/DVBE participation goal of 25% and 3% respectively pursuant to DCA's SBE/DVBE policy, which is incorporated herein by this reference. Consultant shall use reasonable efforts to utilize the services of SBE and DVBE firms consistent with DCA's SBE/DVBE policy. Consultant should identify each SBE/DVBE sub-consultant in Attachment 1, Respondent's Participation Form.

c. Consultant shall not substitute an SBE/DVBE firm without obtaining prior approval of the Agreement Administrator. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted entity.

d. In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of this Agreement. In addition to any other remedy the DCA may have under this Agreement or by operation of law, in this event the DCA:

i. May withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of the DCA's audit of books and records of Consultant and its sub-consultants.

ii. In the event Consultant falsifies or misrepresents information contained in the form or other willful noncompliance as determined by the DCA, the DCA may disqualify the Consultant from participation in other DCA contracts for a period of up to 5 years.

#### 11. Successors and Assignment

This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.



12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. The DCA will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of the DCA while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to the DCA any property of the DCA in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. The DCA may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which the DCA deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by the DCA, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

a. All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for the DCA under this Agreement shall be the property of the DCA. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for the DCA, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to the DCA, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for the DCA, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. Consultant shall promptly notify the DCA, in writing, of all intellectual property conceived or developed in the course of Consultant's work for the DCA under this Agreement.

d. Consultant shall assign and does hereby assign to the DCA all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for the DCA.

e. Consultant shall cooperate in the execution of all documents necessary to perfect the DCA's right to intellectual property under this Agreement.



f. When requested by the DCA, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

g. When requested by the DCA or upon termination of this Agreement Consultant shall promptly erase copies of all the DCA intellectual property from Consultant's computers. Consultant may retain one complete set of reproducible copies of all its instruments of service for internal use purposes but shall be required to obtain the DCA's written consent for any other purpose.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold the DCA harmless against all claims raised against the DCA based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for the DCA, or that the DCA has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

In carrying out its obligations under this Agreement, Consultant and its employees and representatives shall secure and maintain all licenses or permits required by law and shall comply with all applicable federal, State or local laws, codes, rules and regulations in the performance of this agreement.

17. THIS SECTION IS RESERVED

18. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of the DCA's other rights or remedies, the DCA may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. The DCA's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

19. Access to DCA Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on the DCA's premises



are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the DCA's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the DCA's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the DCA's request, provide copies of or access to all such records.

b. For each person scheduled to work on the DCA's premises, Consultant shall submit to the DCA the name and written verification of the above requirements at least 14 workdays prior to the first proposed work start date on the DCA's premises. For each person scheduled to have access to DCA system(s), data or facility the person must first complete an orientation before access will be granted. Consultant or sub-consultant personnel requiring access to the DCA premises shall be prepared to present to security the following:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the DCA.

c. When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

d. Upon the DCA's notice, Consultant shall bar from the DCA's premises any Consultant or sub-consultant employee who, in the opinion of the DCA, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the DCA's operations.

## 20. Indemnity

a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property due to the negligence, recklessness or willful misconduct in the performance of this Agreement.

b. Consultant shall defend, indemnify, and hold harmless the DCA, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to



Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with the DCA and/or rights to employment benefits from the DCA.

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

d. Notwithstanding anything to the contrary, Consultant will indemnify, hold harmless, release and defend DCA, its Board of Directors, officers, employees, and agents from and against any and all claims arising from an allegation, charge, assertion or accusation by a third party that Consultant and/or DCA has violated California Government Code Section 1090 or any other conflict-of-interest law in the procurement, execution or performance of this Agreement or any associated contracts. This indemnification obligation will continue to bind Consultant after the termination or expiration of this Agreement.

## 21. Insurance

a. Consultant shall procure, at its own expense, and maintain for the duration of this Agreement, or longer as provided herein, insurance coverage as specified in this Section 21. Provision of the required insurance shall not be interpreted to relieve Consultant of any obligations hereunder. Consultant acknowledges and agrees that any actual or alleged failure on the part of the DCA to inform Consultant of non-compliance with any requirement herein imposes no additional obligations on the DCA nor does such actual or alleged failure waive any rights hereunder. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise approved by the DCA. Workers' compensation insurance through the State Compensation Insurance Fund when not specifically rated, is acceptable. All of the liability insurance policies, except for the professional liability policies, shall explicitly waive subrogation rights by endorsement or policy provisions, or shall allow the insured to waive its rights of recovery against Indemnified Parties prior to loss.

b. Coverage shall include the following insurance which shall comply with all of the provisions in this Section 21:

i. Commercial general liability insurance using Insurance Services Office (ISO) occurrence Form CG 00 01. Policy limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The DCA, its Board of Directors, officers, and employees shall be additional insureds under such policy using ISO form CG 20 10 or comparable form as otherwise approved by the DCA.



ii. Commercial auto liability insurance using ISO CA 00 01 covering Automobile Liability, Code 1, (any auto). Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the DCA, its Board of Directors, officers, employees, and agents. Policy limits shall be no less than \$1,000,000 combined single limit.

iii. Umbrella or excess liability insurance on a “follow form” and “pay on behalf” basis as necessary to provide total per occurrence and aggregate limits of not less than \$5,000,000 (including limits provided in any primary policy), that will provide bodily injury, and property damage liability coverage at least as broad as the primary coverages set forth above, and employer’s liability in excess of the amounts set forth in paragraph iv, below.

iv. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Employer’s liability limits shall be no less than \$1 million each accident, each employee for bodily injury, and policy limit for bodily injury. If there is a known exposure, the workers’ compensation policy shall also include U.S. Longshore and Harbor Workers Act, Jones Act, and Federal Employer’s Liabilities Act coverage. If there is only a remote exposure, these coverages shall be provided on an “if any” basis. The policy shall be endorsed to waive the insurer’s right of subrogation against the DCA, its Board of Directors, officers, and employees.

v. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant’s profession with limits not less than \$(2,000,000) per claim and aggregate. Coverage shall apply specifically to all professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of design and/or project construction management activities, and no later than the date on which the RFQ was issued. Consultant agrees to maintain this required coverage for a period of no less than five (5) years after Substantial Completion or to purchase an extended reporting period for no less than five (5) years after Substantial Completion.

c. General Requirements for All Insurance

i. Verification of Coverage: The required evidence of insurance shall be received and approved by the DCA prior to the commencement of work. Consultant shall email to the DCA’s Agreement Administrator at [jarabshahi@dcdca.org](mailto:jarabshahi@dcdca.org) and a copy to: Document Control at [doccontrol@dcdca.org](mailto:doccontrol@dcdca.org), evidence of required insurance consisting of a certificate or certificates of insurance and all required endorsements, including additional insured endorsements, and other endorsements as identified in this Section 21. The evidence provided must be adequate to allow the DCA to determine if all insurance requirements have been met. Consultant also shall promptly deliver to the DCA evidence of insurance, as required by this Section 21 with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the DCA not less than fifteen (15) days prior to the expiration date of any policy, or such shorter period as approved in advance by the DCA. The DCA reserves the right to require complete, certified copies of all required insurance policies except for professional liability, including



endorsements effecting coverage and coverage binders required by these specifications at any time.

ii. Premiums, Deductibles and Self-Insured Retentions: Consultant shall be responsible for payment of premiums for all insurance required under this Section 21. Neither the DCA nor any of the additional insureds as required hereunder have an obligation to pay any premium. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, Consultant shall be solely responsible for all deductibles, self-insured retentions and loss amounts in excess of the coverage provided. With the exception of professional liability insurance and approved self-insurance for worker's compensation coverage, self-insured retentions must be approved by the DCA.

iii. Insurance Primary: For any claims related to this project, with the exception of Worker's Compensation/Employer's Liability and Professional Liability insurance the Consultant's insurance coverage shall be primary insurance as respect to the DCA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DCA, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

iv. Cancellation Notice: Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits below those required herein except after thirty (30) days prior written notice has been given to the DCA, except for nonpayment of premium for which 10-day notice shall be provided. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

v. Subrogation Waivers: The DCA and Consultant waive all rights against each other, against each of their agents and employees and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by insurance obtained pursuant to this Section 21, except such rights as they may have to the proceeds of such insurance. Consultant shall require all sub-consultants to provide similar waivers in writing in favor of DCA, its officers, officials, employees and volunteers except as otherwise agreed to by DCA.

vi. Non-Limitation: The insurance coverage provided, and limits required hereunder, are minimum requirements and are not intended to limit Consultant's indemnification obligations under Section 20, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits contained in this Section 21 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Endorsements to Consultant's insurance policies adding the required parties as insureds, shall not limit defense or indemnity payments to any amount specified as a minimum limit required by this agreement.



vii. Failure to Comply: If Consultant or any Subconsultant fails to provide and maintain insurance as required herein, then the DCA shall have the right but not the obligation, to purchase such insurance, to terminate the Agreement, or to suspend Consultant's work until proper evidence of insurance is provided. Any amounts paid by the DCA (plus an administrative charge equal to ten percent (10%) of the cost) shall, at the DCA's sole option, be deducted from amounts payable to the Consultant or reimbursed by Consultant upon demand.

viii. Notice and Prosecution of Claims: The DCA shall have the right, but not the obligation, to submit the DCA's claims and tenders of defense and indemnity under applicable liability insurance policies (excluding professional liability). Unless otherwise directed by the DCA in writing with respect to the DCA's insurance claims, Consultant shall be responsible for reporting and processing all potential claims against the DCA or Consultant to the appropriate insurers. Consultant agrees to report timely to the insurer(s) under such policies all matters which may give rise to an insurance claim against Consultant or the DCA and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Consultant shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental Rules to collect thereon, including pursuing necessary litigation and enforcement of judgments. Consultant shall immediately notify the DCA, and thereafter keep the DCA fully informed, of any incident, potential claim, claim or other matter of which Consultant becomes aware that involves or could conceivably involve the DCA, its officers, officials, employees or volunteers as a defendant. Consultant shall cooperate with the DCA and shall require its liability insurers to agree in writing to work with the DCA to assure compliance with all requirements of Governmental Rules regarding timely response to claims.

ix. Disclaimer: Consultant and each Subconsultant shall have the responsibility to make sure that their insurance programs fit their needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. The DCA makes no representation or warranty that the coverage, limits of liability or other terms specified for the insurance policies to be carried pursuant to this Section 21 are adequate to protect Consultant against its undertakings under this Agreement or its liability to any third party or preclude the DCA from taking any actions as are available to it under the Agreement or otherwise at law.

## 22. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. The DCA will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.



c. Upon reasonable notice from the DCA, Consultant shall cooperate fully with any audit of its billings conducted by the DCA and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

d. Consultant agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative (the State) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Consultant. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

### 23. Non-Discrimination Clause

a. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. By signing this Agreement, Consultant assures that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

c. For agreements over \$100,000, Consultant shall comply with Public Contract Code section 10295.3 and shall not discriminate between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.



24. Anti-Terrorism Laws

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and subconsultants:

(A) are not listed in the annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*");

(B) are not owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) are not an individual, entity or organization with which the DCA is prohibited from engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering;

(D) do not commit, threaten or conspire to commit or support "terrorism" as defined in the Executive Order; or

(E) are not named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

In the event that Consultant, its directors, officers, employees, subsidiaries and sub-consultants become an entity that the DCA is prohibited from dealing or otherwise engaging in any transaction by any other laws, regulations or executive orders relating to terrorism or money laundering, the DCA shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

25. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised the DCA in writing prior to the date of signing of this Agreement of any known relationships with a third party, the DCA's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between the DCA's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform the DCA, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit DCA Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing DCA or



employer, for any action related to the conduct of the DCA's business, except as specifically provided in the PRA and FPPC regulations. Consultant agrees not to provide any prohibited compensation, reward or gift to any DCA Board member, officer or employee.

d. Consultant should be aware of the following provisions regarding current or former state employees. If the Consultant has any questions on the status of any person rendering services or involved with the Agreement, the DCA must be contacted immediately for clarification.

i. Current State Employees: (PCC §10410)

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

ii. Former State Employees: (PCC §10411)

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

iii. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e)).

e. Consultant must disclose to the DCA any activities by the Consultant or sub-consultant involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DCA may immediately terminate this contract if the Consultant fails to disclose the information required by this section. DCA may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

f. The Consultant should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their



official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

g. Consultant and any sub-consultant (except for sub-consultants that provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

26. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

27. Use of the DCA’s Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which the DCA’s name is used, or its identity implied without the Agreement Administrator’s prior written approval. **This provision survives the termination of this Agreement.**

28. Termination

The DCA may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. The DCA’s only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

29. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than the DCA, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

30. JEPA Terms and Conditions

a. On May 22, 2018, the DCA and the California Department of Water Resources (DWR) entered into a joint exercise of powers agreement (JEPA), available at <http://www.dcdca.org/#docs>. Pursuant to the JEPA, DWR is a third-party beneficiary to this Agreement and reserves all rights set forth in Section 6 of the JEPA. The DCA and Consultant agree that DWR is an intended and express third-party beneficiary of the provisions of this Agreement and shall have the right to enforce the terms and conditions of this Agreement against Consultant or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and Consultant. The DCA's obligation to pay Consultant is an independent obligation from the State's obligation to make payments to the DCA. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to Consultant.

b. Consultant agrees to comply with, and not violate, any applicable terms and conditions set forth in the JEPA, including any terms and conditions set forth in Exhibit F to the JEPA, as it may be amended from time to time.

31. Recycled Content Certification

In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the Consultant must complete and return the form DWR 9557, Recycled Content Certification (<https://water.ca.gov/Library/Public-Forms>), for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is made part of this contract by this reference.

32. Child Support Compliance Act

a. For agreements over \$100,000, Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

33. Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

34. Sweatfree Code of Conduct

a. Consultant contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Consultant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. Consultant agrees to cooperate fully in providing reasonable access to the Consultant’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Consultant’s compliance with the requirements under paragraph (a).

35. Drug-Free Workplace Certification

By signing this Agreement, Consultant or grantee hereby certifies under penalty of perjury under the laws of the State of California that Consultant or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. The person’s or organization’s policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation and employee assistance programs, and



- iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed contract or grant:
  - i. Will receive a copy of the company's drug-free policy statement, and
  - ii. Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This Agreement or grant may be subject to suspension of payments or termination, or both, and Consultant or grantee may be subject to debarment if the department determines that: (1) Consultant or grantee has made a false certification, or (2) Consultant or grantee violates the certification by failing to carry out the requirements noted above.

36. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

DCA  
980 9th Street, Suite 2400  
Sacramento, CA 95814  
Attention: Document Controls

Lucas Public Affairs, LLC  
1215 K Street, Suite 1010  
Sacramento, CA 95814  
Attention: Ms. Cassandra Pye

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

37. Assignment

This Agreement may be assigned to DWR upon written notice from DWR stating that it has exercised its rights under Section 6(e) of the JEPA, described in Section 29 to this Agreement.

38. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

39. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Sacramento County, California.

40. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

41. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

42. Joint Drafting

Both parties have participated in the drafting of this Agreement.

43. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the





Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DCA. Consultant shall defend, indemnify and hold the DCA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

44. Political Reform Act

Consultant shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Attachment 2. Consultant shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

45. Non-Disclosure

Consultant shall comply with the language stated in the Protection of Confidential and Sensitive Information exhibit and complete the corresponding Non-Disclosure Certificate. The Protection of Confidential and Sensitive Information exhibit and corresponding Non-Disclosure Certificate are attached hereto as Exhibit E and incorporated herein by this reference.

*SIGNATURES ON FOLLOWING PAGE*





**Signature Page**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

LUCAS PUBLIC AFFAIRS, LLC.

DCA

By \_\_\_\_\_

By \_\_\_\_\_

Cassandra Pye  
President  
\_\_\_\_\_

Name  
Title  
\_\_\_\_\_

Date  
\_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President, or any Vice President.)

Date  
\_\_\_\_\_

APPROVED AS TO FORM:  
General Counsel

By \_\_\_\_\_

By \_\_\_\_\_

Print name  
Title  
\_\_\_\_\_

Date  
\_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer, or any Assistant Treasurer.)

Date  
\_\_\_\_\_

Attachments

**ATTACHMENT 1 – Respondent’s Participation Form**



### RESPONDENT'S PARTICIPATION FORM

Name of Firm: Lucas Public Affairs LLC (Team LPA)

This form must include the Respondent and all partners and sub-consultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF PROPOSED COST		
Name; Address; Telephone No.; Primary Contact; E-Mail Address	Relationship (i.e., Respondent, Joint Venture Partner, Sub-consultant)	Type of Service to be Provided	Percentage of Services	SBE (Yes/No)	DVBE (Yes/No)
Lucas Public Affairs 1215 K St. Suite 1010 Sacramento, CA 95814 (916) 492-2707 Jessyca Sheehan Jessyca@lucaspublicaffairs.com	Respondent	Strategic Counsel, Project Management, Multichannel Media Strategy, Community Engagement	70%	No	No
Lunia Blue 1901 Alhambra Blvd Sacramento, CA 95816 (916) 769-1974 Matt Rallens Matt@luniablue.com	Sub-Consultant	Creative and Branding Strategy and Services, Paid Media	15%	Yes	No
Wonnacott Strategies 836 57th Street, Suite 405 Sacramento, CA 95819 Brendan Wonnacott (916) 616-3707 Brendan@wonnacottstrategies.com	Sub-Consultant	Earned Media Strategy, Messaging Development, Stakeholder Engagement	10%	Yes	No
Forbes Tate Partners 777 6th St NW, 8th Floor Washington, DC 20001 Kristina Dunklin (559) 288-7484 KDunklin@forbes-tate.com	Sub-Consultant	Federal Relations Strategic Counsel and Support	5%	No	No

## **ATTACHMENT 2 – Standard Contract Provision Regarding Political Reform Act Compliance**

### **POLITICAL REFORM ACT REQUIREMENTS:**

- a. **Form 700 Disclosure:** The Delta Conveyance Design and Construction Joint Powers Authority (DCA) considers that the Consultant, sub-consultant(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, when notified by DCA, such persons shall complete and submit to DCA's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Consultant shall then file the Form 700 annually and will advise DCA if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. Consultants may access the Form 700 on the Fair Political Practices Commission website at [www.fppc.ca.gov](http://www.fppc.ca.gov). Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).
- b. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Agreement and shall be grounds for immediate termination of this Agreement:
  - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DCA Personnel Officer for additional information regarding any such Form 700s;
  - (2) Failure to notify DCA of a potentially disqualifying conflict of interest;
  - (3) The determination by DCA or the Consultant that any individual, who is a contractor, sub-consultant, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DCA may opt to waive such breach if Consultant replaces any individual within two working days after a determination of such financial interest.

## **Exhibit A: SCOPE OF WORK**

### ***Scope:***

The Consultant will provide Communications Support, including public information services, and public outreach and community relations consistent with the DCA role on the Delta Conveyance Project. The DCA will assign specific work as described in Task Orders issued by the Agreement Administrator setting forth defined funding and time limits. Specific services that may be requested include, but are not limited to the following:

- Assist with facilitating public workgroups, including but not limited to potential DCA Board sub-committee meetings, stakeholder meetings, and/or industry engagement workshops that may occur. Services may include securing venues and appropriate audio-visual equipment, supporting preparation of event materials and distributing to members of the public and/or vendors as required, advertising meetings, and staffing and/or supervising events or meetings.
- Maintain and update the DCA's brand, presentation templates, and other public facing collateral.
- Develop "plain-speaking" project information based on technical details provided by the DCA. Communications materials may include text, graphics, diagrams, renders, audio, video and other necessary content described in newsletters, fact sheets, posters, brochures, animations, videos, etc.
- Provide expert advice on recommended means of publication and the format of communication to best convey the information to key audiences, including translation and in-language communications services.
- Under DCA's direction, maintain, develop and update content for the DCA website and social media platforms.
- Develop communications for communities in the vicinity of the Delta Conveyance Project regarding progress of the project including key details such as, milestones, construction timelines, potential disruptions and mitigations.
- Developing project content for a possible Delta Conveyance Project Visitor Center, including innovative, world-class, and interactive features.
- Conducting research such as message and creative testing.
- Website design and updating services.
- Work collaboratively within a large communications team and among all project partners, including DWR, State Water Contractors, Inc. and DCA member agencies.
- Providing a Communications Manager responsible for development and implementation of internal and external communication strategies, managing media relations, crafting messaging, and overseeing various communication channels to ensure consistent and effective communication.

- Providing project management of communications support services including monthly reporting, meetings, invoices and meeting related content/materials.

**Exhibit B: SAMPLE TASK ORDER FORM**



## Exhibit B Sample Task Order

Delta Conveyance Design & Construction Authority

DCA Task Order

Task Order			
Agreement No.:			Task Order No.:
Consultant:			
Maximum Task Order Value:			
Period of Performance:	From:		To: 
Approvals:			
	Insert Signatures Below		Insert Date Signed Below
Authorized Consultant Representative Signature:			Date:
Authorized Consultant Representative Name:			
Agreement Administrator Signature:		Date:	
Agreement Administrator Name:			
Functional Lead Signature:		Date:	
Functional Lead Name:			
Executive Director or Board President Signature: (If > \$250K Only)		Date:	
Executive Director or Board President Name: (If > \$250K Only)			



# Exhibit B Sample Task Order

## Attachment A – Scope of Services

Consultant | Agreement # | Task Order XXXX

**<DELETE THESE INSTRUCTIONS FROM FINAL VERSION.** Scope must be broken out by Task Order Budget Summary (Attachment C)

### Scope:

1. Create new task number that is in sequential order based on base Task Order (Task Number will equal the item number in the Task Order Budget Summary). The description of the work must include a justification that is clear and logical.
2. All deliverables must be described in Scope of Services (Attachment A) and must be added to Deliverables (Attachment B)

### Relevant Appendices:

Any documents, memos, subconsultant proposals, etc. referenced in the description should be included in this Attachment A as appendices, beginning with Appendix 1

### Task 1: Task Description

- 1.

### Task 2: Task Description

- 1.

### Task 3: Task Description

- 1.



## Exhibit B Sample Task Order

## Attachment B - Deliverables

Consultant | Agreement # | Task Order XXXX

[illegible]

*Note: Technical team may leave WBS Code blank, Project Controls will confirm coding. \*This phrase should be removed when document is compiled\**

## Exhibit B Sample Task Order

### Attachment C - Budget Summary (Time and Materials Task Order)

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Task Order Value
	001	<i>Example - Program Management</i>	<i>\$ 300,000.00</i>
	002		
	003		
	004		
	005		
	006		
Total			\$ 300,000.00

## Exhibit B Sample Task Order

### Attachment D – Payment Terms

#### Hourly Rate Schedule

Consultant | Agreement # | Task Order XXXX

**Note: Please see sample sentences in *red* below for reference. Choose the sentence that reflects what is consistent with the Prime Contract terms. (delete this note for Final)**

*ODCs not included: The following negotiated hourly rates apply to staff/resources and include overhead and profit exclusive of Other Direct Billable Costs. Refer to the DCA Travel Policy which can be found on the DCA Website for information on reimbursement rates for project related travel.*

*ODCs included: The following negotiated hourly rates apply to staff/resources and include overhead and profit inclusive of Other Direct Billable Costs.*

#	Classification	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

<sup>1</sup> Billable rate may not exceed \$450 per hour

Exhibit B Sample Task Order

Attachment E - Schedule

Consultant | Agreement # | Task Order XXXX

WBS Code	Item Number	Item Description	Start Date	End Date	Comments

## Exhibit C: FEE SCHEDULE

**Agreement No.** \_\_\_\_\_

As noted in Section 7. Compensation, DCA will compensate Consultant in accordance with the Fee Schedule below and includes the rates and expenses of sub-consultants. The Fee Schedule may be modified through issuance of a Task Order where modified rates and expenses have been agreed to by DCA with a maximum escalation rate of 3.5% per year for each organizational role.

Personnel Name	Organizational Role	Company Name	Standard Fully Loaded Billing Rate
	Senior Strategist	LPA	\$425
Jessyca Sheehan	Communications Manager	LPA	\$350
	Senior Communications Specialist	LPA	\$275
Mark Borges	Project Communications Specialist	LPA	\$225
Lauren Roberts	Project Administrator	LPA	\$175
	Communications Support	LPA	\$200
	Project Administrator	LPA	\$175
	Apprentice Communications Support	LPA	\$150
	Administrative Support	LPA	\$125
<b>Sub Consultants</b>			
Matt Rallens	Creative Director	Lunia Blue	\$265
	Media Director	Lunia Blue	\$225
	Art Director/Interactive Designer/Copywriting	Lunia Blue	\$190
	Media Buyer	Lunia Blue	\$165
	Production Designer	Lunia Blue	\$160
Brendan Wonnacott	Media Strategist	Wonnacott	265

Note: Direct Salary Cost rates are the exempt employee base salaries and wages assigned to the Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement set forth as an hourly rate. Consultant/subconsultant shall provide a written notice to the DCA of any rate increases applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Consultant shall provide a single summary notice versus individual notices for any annual rate increase applicable to Consultant/subconsultant's personnel directly engaged in the performance of the services under this Agreement. Rate increases for any individual Consultant/subconsultant staff member shall not in the aggregate exceed 5% annually without written notice to *and* prior written approval of the DCA.

Notwithstanding anything to the contrary, the Hourly Billing Rate charged by the Consultant and any subconsultant under this Agreement shall not exceed \$450.00/hour.

#### **Exhibit D: ALLOWABLE TRAVEL EXPENSES GUIDELINES**

All travel expenses incurred by Consultant and any of its subconsultants shall be subject to the DCA's Allowable Travel Expenses Policy, which is available for review at the following web address:

<https://www.dcdca.org/info-center/document-library/>.

## **Exhibit E: PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION/ NON-DISCLOSURE CERTIFICATE**

1. For purposes of this Exhibit, “Consultant” means any contractor or researcher, including a non-state entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Delta Conveyance Design and Construction Joint Powers Authority (“DCA”) pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively “Contract”). The term “Consultant” also includes Consultant’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Consultant to carry out the terms of the Contract.
2. This Exhibit shall apply to all Consultants the terms of whose Contracts with the DCA require or permit access to Confidential or Sensitive Information in conducting business with the DCA or performing duties under a Contract with the DCA.
3. Consultant shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include



financial, statistical, personal, technical, and other data and information relating to operation of the DCA.

6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

7. Consultant shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Consultants shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Consultants shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. Consultant and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Consultant shall maintain a current listing of all Consultant and Affiliate personnel with access to Confidential and Sensitive Information.

10. Consultant shall notify DCA promptly if a security breach involving Confidential or Sensitive Information occurs or if Consultant becomes legally compelled to disclose any Confidential Information.

11. Consultant shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Consultant obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Consultant shall substitute non-personal identifiers as soon as possible.

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Consultant or Consultant's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Consultant and Consultant's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the DCA) without prior written approval from the DCA.
14. At or before the termination date of the Contract, Consultant shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the DCA; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the DCA's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Consultant shall cooperate with the DCA's Information Security Officer or his or her designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

## NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, Exhibit E to Agreement No. \_\_\_\_\_ between \_\_\_\_\_ and the Delta Conveyance Design and Construction Joint Powers Authority. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with this Exhibit E. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Name of Consultant:

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## Board Memo

**Contact:** Graham Bradner, Executive Director

**Date:** April 17, 2025 Board Meeting

**Item:** 7f

**Subject:** Adoption of Resolution Commending and Thanking Alternate Director Flory for His Service on the DCA Board

### Executive Summary:

Staff recommends the Board adopt a Resolution Commending and Thanking Alternate Director Flory for his service to the DCA.

### Detailed Report:

Alternate Director Dan Flory has served on the DCA's Board of Directors since March 2021 as a representative of Dudley Ridge Water District (Class 3,7).

This item is an opportunity to recognize and thank Alternate Director Flory for his service on the Board of Directors. Alternate Director Flory has served on the Board since the adoption of the Amended Joint Powers Agreement. This was a pivotal time in the DCA's history as it involved the rollout of the expanded Board of Directors and adoption and implementation of foundational policies and procedures. While we know that Director Flory's service on the DCA Board was a relatively small time in a long and distinguished career in California water, the DCA is incredibly appreciative of Director Flory's time and contributions to the organization.

Staff thanks Mr. Flory for his efforts and wishes him well in his future endeavors.

### Recommended Action:

Staff recommends the Board adopt a Resolution Commending and Thanking Alternate Director Flory for His Service to the DCA.

### Attachments:

Attachment 1: Resolution No. 25-XX Commending and Thanking Dan Flory for His Service on the DCA Board of Directors

**BOARD OF DIRECTORS OF THE DELTA CONVEYANCE  
DESIGN AND CONSTRUCTION AUTHORITY  
RESOLUTION NO. 25-XX**

**Introduced by Director:**

**Seconded by Director:**

**COMMENDING AND THANKING DAN FLORY FOR HIS SERVICE ON THE BOARD**

WHEREAS, Dan Flory has served as an Alternate Director on the Board of Directors for the Delta Conveyance Design and Construction Authority ("DCA") since in 2021; and

WHEREAS, during this time, the Board of Directors of the DCA established initial policies, oversaw the development of the DCA's offices and Board chambers, and generally created a new agency dedicated to professional and competent service recognizing the importance of transparency and stakeholder input; and

WHEREAS, Alternate Director Flory has been instrumental in the work of the DCA and its continued development as an organization;

WHEREAS, this Board wishes to express its appreciation to Alternate Director Flory for the commitment, talent, good judgment, and wisdom he has brought to the Board of Directors and the DCA during his years of service;

Now, therefore, be it resolved that the Board of Directors hereby commends and thanks Dan Flory for his service on the Board of Directors, a position he has occupied with honor, dignity, and distinction.

\* \* \* \* \*

This Resolution was passed and adopted this 17th day of April 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Martin Milobar, Board President

Attest:

\_\_\_\_\_  
Gary Martin, Secretary

## General Counsel's Report

**Contact:** Josh Nelson, General Counsel

**Agenda Date:** April 17, 2025, Board Meeting

**Item No. 8a**

**Subject:** Status Update

**Summary:**

The General Counsel continues to assist the DCA on legal matters as requested.

**Detailed Report:**

The General Counsel continues to provide legal assistance as requested. This included assistance on the items on the agenda and various other procurement matters, including the pending executive support services request for qualifications. In addition, we have assisted with legal matters related to the organizational chart update and rollout.

**Action:**

Information, only.



## Treasurer's Report

**Contact:** Katano Kasaine, Treasurer

**Date:** April 17, 2025

**Item No. 8b**

**Subject:** Treasurer's Monthly Report, February/March 2025

**Summary:**

As of February 1, 2025, the Delta Conveyance Design and Construction Joint Powers Authority (the Authority) reported an opening cash balance of \$3,193,842. During the period from February 1, 2025 through March 31, 2025, the Authority received a total of \$2,981,840 in contributions from the Department of Water Resources, Delta Conveyance Office (DCO), designated for the payment of the Authority's obligations. Disbursements for the same period amounted to \$5,461,259, resulting in an ending cash balance of \$714,423 as of March 31, 2025.

As of March 31, 2025, the Authority had outstanding receivables totaling \$1,933,281. Additionally, deposits, which included office lease security deposit and court ordered entry permit reserves totaled \$1,023,073. Prepaid expenses amounted to \$163,706. As of the same date, the balances for the Authority's accounts payable and advances were \$1,844,284 and \$800,000, respectively. The net position as of March 31, 2025 was \$1,190,199.

Attachment 1 consists of financial statements for the two months ended March 31, 2025, a Schedule of Invoices Paid through March 2025, and Aging Schedules for Accounts Payable and Accounts Receivable as of March 31, 2025.

**Detailed Report:**

See attached statements.

**Recommended Action:**

Information only.

**Attachments:**

Attachment 1 – February/March 2025 Authority Financial Statements

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**

## Statement of Net Position

As of March 31, 2025

## Assets:

Cash	\$	714,423
Accounts receivable		1,933,281
Deposits <sup>(1)</sup>		1,023,073
Prepays		163,706
		<hr/>
Total assets	\$	<u><u>3,834,483</u></u>

## Liabilities:

Accounts payable	\$	1,844,284
Advance for prepayments		800,000
		<hr/>
Total liabilities		2,644,284

## Net position:

		<hr/>
		1,190,199
		<hr/>
Total liabilities and net position	\$	<u><u>3,834,483</u></u>

<sup>(1)</sup> Includes office lease security deposit and court ordered entry permit reserves for surveys, geological drilling and exploration, which are held by third parties.



**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**

## Statements of Cash Receipts and Disbursements

	Feb. 1, 2025 Mar. 31, 2025	Year to Date Mar. 31, 2025
Receipts:		
Contributions <sup>(1)</sup>	\$ 2,981,840	\$ 23,705,216
Disbursements:		
Program management office		
Executive office	383,019	1,903,060
Community engagement	70,654	802,268
Program controls	1,332,537	3,833,858
Administration	739,404	2,763,130
Procurement	155,543	556,162
Property	38,371	261,556
Permitting management	106,372	436,691
Health and safety	98,230	328,343
Quality management	206,933	658,668
Program initiation		
Engineering	1,953,513	8,727,297
Fieldwork	307,841	3,291,819
Geotechnical management	68,842	180,805
Total disbursements	5,461,259	23,743,657
Net changes in cash	(2,479,419)	(38,441)
Cash at July 1, 2024	—	752,864
Cash at February 1, 2025	3,193,842	—
Cash at March 31, 2025	\$ 714,423	\$ 714,423

<sup>(1)</sup> DWR contributions invoiced through the DCO.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**

## Statements of Revenues, Expenses and Changes in Net Position

	Feb. 1, 2025 Mar. 31, 2025	Year to Date Mar. 31, 2025
Revenues:		
Contributions <sup>(1)</sup>	\$ 4,656,202	\$ 20,383,683
Expenses*:		
Program management office		
Executive office	439,300	1,586,446
Community engagement	92,046	586,912
Program controls	800,866	3,259,164
Administration	675,000	2,508,934
Procurement	103,411	424,424
Property	58,292	198,384
Permitting management	61,819	397,934
Health and safety	61,446	267,543
Quality management	130,953	527,938
Program initiation		
Engineering	1,944,199	7,961,456
Fieldwork	292,063	2,388,739
Geotechnical management	54,510	210,976
Total expenses	4,713,905	20,318,850
Changes in net position	(57,703)	64,833
Net position at June 30, 2024	—	1,125,366
Net position at January 31, 2025	1,247,902	—
Net position at March 31, 2025	\$ 1,190,199	\$ 1,190,199

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

<sup>(1)</sup> DWR contributions invoiced through the DCO.



## DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid  
for the Nine Months Ended March 31, 2025

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
1 AECOM Technical Services	2000888084	05/13/24	07/03/24	03/30/24-04/26/24	\$ 76,112	\$ 76,112
2 FedEx Corporation	8-537-42765	06/20/24	07/03/24	06/14/24	35	35
3 Parsons	2405B359	05/07/24	07/12/24	03/30/24-04/26/24	613,330	613,330
4 VMA Communications	DCA24March	05/15/24	07/12/24	03/01/24-03/31/24	43,800	43,800
5 VMA Communications	DCA24Feb	05/20/24	07/12/24	02/01/24-02/29/24	81,050	81,050
6 Consolidated Communications	20240615	06/15/24	07/12/24	06/15/24-07/14/24	2,850	2,850
7 AT&T	9277280908	06/19/24	07/12/24	06/19/24-07/18/24	1,976	1,976
8 Prime US-Park Tower LLC	20240701	06/27/24	07/12/24	07/01/24-07/31/24	106,605	106,605
9 Alliant Insurance Services, Inc.	2714528	06/25/24	07/18/24	07/01/24-07/01/25	27,549	27,549
10 Liberty Mutual	20240705	07/05/24	07/18/24	07/01/24-06/30/25	9,604	9,604
11 Caltronics Business Systems	4115548	07/01/24	07/18/24	07/01/24-07/31/24	2,543	2,543
12 FedEx Corporation	8-545-00130	06/27/24	07/18/24	06/25/24	17	17
13 Lux Bus America Co.	108055	06/30/24	07/18/24	06/27/24	1,776	1,776
14 Bank of America	N/A*	08/22/24	07/22/24	07/22/24	482	482
15 Bender Rosenthal, Inc.	949	05/14/24	07/26/24	04/01/24-04/26/24	16,176	16,176
16 Bradner Consulting LLC	2324-04	05/13/24	07/26/24	04/01/24-04/30/24	50,560	50,560
17 Gwen Buchholz, Permit Engineer, Inc.	2324-11	06/09/24	07/26/24	05/01/24-05/31/24	13,375	13,375
18 AECOM Technical Services	2000891769	05/22/24	07/26/24	01/05/24-04/26/24	182,763	182,763
19 Associated Right of Way Services, Inc.	22302	05/02/24	07/26/24	04/01/24-04/30/24	1,194	1,194
20 Bradner Consulting LLC	2324-05	05/31/24	07/26/24	05/01/24-05/31/24	50,560	50,560
21 AECOM Technical Services	2000900674	06/17/24	07/26/24	04/07/24-05/31/24	61,836	61,836
22 Launch Consulting	PSI1031947	06/05/24	07/26/24	05/01/24-05/31/24	32,421	32,421
23 Launch Consulting	PSI1031264	05/14/24	07/26/24	04/01/24-04/30/24	30,678	30,678
24 Best, Best, & Krieger	997213	06/04/24	07/26/24	05/01/24-05/31/24	26,199	26,199
25 Bender Rosenthal, Inc.	1067	06/10/24	07/26/24	04/27/24-05/31/24	26,711	26,711
26 AECOM Technical Services	2000900707	06/17/24	07/26/24	02/22/24-05/31/24	571,421	571,421
27 VMA Communications	DCA24April	05/15/24	07/31/24	04/01/24-04/30/24	65,375	65,375
28 IRIS Intelligence, LLC	WYDCA01-002br2	05/14/24	07/31/24	06/01/23-05/31/24	10,000	10,000
29 IRIS Intelligence, LLC	WYDCA01-002ar2	05/14/24	07/31/24	06/01/24-05/31/25	26,790	26,790
30 Jacobs	W8X97006-10	05/31/24	07/31/24	03/18/24-04/26/24	1,093,335	1,093,335
31 Hamner, Jewell & Associates	203505	04/10/24	07/31/24	03/01/24-03/31/24	7,569	7,569
32 Hamner, Jewell & Associates	203601	05/14/24	07/31/24	04/01/24-04/30/24	3,372	3,372
33 Parsons	2406B006	06/10/24	07/31/24	04/27/24-05/31/24	725,559	725,559
34 Metropolitan Water District of So. Ca	501952	04/18/24	07/31/24	02/01/24-02/29/24	16,761	16,761
35 Metropolitan Water District of So. Ca	501977	06/11/24	07/31/24	05/01/24-05/31/24	18,642	18,642
36 Metropolitan Water District of So. Ca	501961	05/09/24	07/31/24	03/01/24-03/31/24	17,317	17,317
37 Metropolitan Water District of So. Ca	501976	05/16/24	07/31/24	04/01/24-04/30/24	16,384	16,384
38 Hamner, Jewell & Associates	203649	06/10/24	07/31/24	05/01/24-05/31/24	990	990
39 AVI-SPL LLC	2225853	05/31/24	07/31/24	05/31/24	4,947	4,947
40 Jacobs	W8X97006-11	06/20/24	07/31/24	04/27/24-05/31/24	1,246,019	1,246,019
41 VMA Communications	DCA24May	06/21/24	07/31/24	05/01/24-05/31/24	72,580	72,580
42 FedEx Corporation	8-517-24731	05/30/24	07/31/24	05/22/24-05/23/24	35	35
43 FedEx Corporation	8-551-02348	07/04/24	07/31/24	07/01/24	17	17
44 FedEx Corporation	8-564-49107	07/18/24	07/31/24	07/10/24-07/15/24	35	35
45 Bank of America	N/A*	08/22/24	08/02/24	08/02/24	8,306	8,306
46 Consolidated Communications	20240715	07/15/24	08/07/24	07/15/24-08/14/24	2,850	2,850
47 AT&T	7604691904	07/19/24	08/07/24	07/19/24-08/18/24	1,976	1,976
48 Prime US-Park Tower LLC	20240801	07/22/24	08/07/24	08/01/24-08/31/24	106,605	106,605
49 Prime US-Park Tower LLC	2400-071124	07/11/24	08/09/24	05/21/24-06/03/24	1,134	1,134
50 Jambo Corp	2024-127	07/01/24	08/12/24	07/01/24-06/30/25	34,920	34,920
51 Keogh Multimedia	MK-2024-03	06/28/24	08/12/24	04/01/24-06/30/24	1,105	1,105
52 FedEx Corporation	8-570-85774	07/25/24	08/14/24	07/22/24	17	17
53 FedEx Corporation	8-577-93385	08/01/24	08/14/24	07/30/24	17	17
54 Caltronics Business Systems	4141936	08/05/24	08/14/24	08/01/24-08/31/24	2,485	2,485
55 Associated Right of Way Services, Inc.	22501	07/02/24	08/23/24	06/01/24-06/30/24	367	367
56 Gwen Buchholz, Permit Engineer, Inc.	2324-12	07/14/24	08/23/24	06/01/24-06/30/24	15,250	15,250
57 Commuter Industries, Inc.	240113	06/25/24	08/23/24	06/25/24	366	366
58 Bradner Consulting LLC	2324-06	06/30/24	08/23/24	06/01/24-06/30/24	50,560	50,560
59 Convergent Systems	45052	07/05/24	08/23/24	07/01/24-09/30/24	609	609
60 VMA Communications	DCA24June	07/12/24	08/23/24	06/01/24-06/30/24	99,475	99,475
61 National Pen Co., LLC dba Pens.com	113782923	07/22/24	08/23/24	07/22/24	392	392
62 National Pen Co., LLC dba Pens.com	113789267	07/26/24	08/23/24	07/26/24	392	392
63 FedEx Corporation	8-584-69869	08/08/24	08/23/24	08/02/24	17	17

\*Auto-withdrawal for Bank of America Line of Credit fee.



## DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid  
for the Nine Months Ended March 31, 2025  
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
64 Lux Bus America Co.	109140	07/23/24	08/23/24	07/19/24	1,921	1,921
65 Parsons	2407B884	07/24/24	08/28/24	04/10/24-06/30/24	622,257	622,257
66 FedEx Corporation	8-592-05887	08/15/24	08/28/24	08/08/24	17	17
67 AECOM Technical Services	2000913560	07/25/24	09/06/24	01/31/24-06/30/24	983,634	983,634
68 AECOM Technical Services	2000912559	07/18/24	09/06/24	06/01/24-06/30/24	62,515	62,515
69 Jacobs	W8X97006-12	07/25/24	09/06/24	05/25/24-06/30/24	1,155,316	1,155,316
70 Consolidated Communications	20240815	08/15/24	09/06/24	08/15/24-09/14/24	2,850	2,850
71 FedEx Corporation	8-599-42286	08/22/24	09/06/24	08/15/24-08/16/24	35	35
72 AT&T	8875313905	08/19/24	09/06/24	08/19/24-09/18/24	1,986	1,986
73 Prime US-Park Tower LLC	20240901	08/26/24	09/06/24	09/01/24-09/30/24	106,605	106,605
74 Bender Rosenthal, Inc.	1180	07/17/24	09/18/24	06/01/24-06/29/24	20,120	20,120
75 Bradner Consulting LLC	2425-01	07/31/24	09/18/24	07/01/24-07/31/24	50,560	50,560
76 Hamner, Jewell & Associates	203844	07/30/24	09/18/24	06/01/24-06/30/24	1,771	1,771
77 Associated Right of Way Services, Inc.	22551	08/05/24	09/18/24	07/01/24-07/31/24	886	886
78 Best, Best, & Krieger	999910*	07/02/24	09/18/24	06/01/24-06/30/24	18,701	18,278
79 Parsons	2408A730	08/12/24	09/18/24	06/01/24-06/30/24	2,307	2,307
80 Launch Consulting	PS11032695	07/18/24	09/18/24	06/01/24-06/30/24	39,501	39,501
81 FedEx Corporation	8-606-64374	08/29/24	09/18/24	08/21/24	17	17
82 Caltronics Business Systems	4165725	09/03/24	09/18/24	09/01/24-09/30/24	2,499	2,499
83 VMA Communications	DCA24July*	08/13/24	09/20/24	07/01/24-07/31/24	48,899	48,384
84 Metropolitan Water District of So. Ca	501985*	07/24/24	09/20/24	06/01/24-06/30/24	23,395	23,299
85 Gwen Buchholz, Permit Engineer, Inc.	2425-01	08/14/24	09/20/24	07/01/24-07/31/24	16,625	16,625
86 East Bay Municipal Utility District	10192267	08/21/24	09/25/24	10/01/23-07/31/24	133,547	133,547
87 FedEx Corporation	8-619-84266	09/12/24	09/25/24	09/04/24-09/11/24	35	35
88 AECOM Technical Services	2000922790	08/15/24	10/04/24	07/01/24-07/26/24	122,280	122,280
89 Consolidated Communications	20240915	09/15/24	10/04/24	09/15/24-10/14/24	2,850	2,850
90 AT&T	4990393905	09/19/24	10/04/24	09/19/24-10/18/24	1,986	1,986
91 FedEx Corporation	8-626-25762	09/20/24	10/04/24	09/17/24-09/18/24	17	17
92 FedEx Corporation	8-633-33284	09/27/24	10/04/24	09/18/24-09/25/24	35	35
93 Prime US-Park Tower LLC	20241001	09/25/24	10/04/24	10/01/24-10/31/24	106,605	106,605
94 Parsons	2408B511	08/29/24	10/16/24	07/01/24-07/26/24	596,822	596,822
95 Parsons	2408C786	08/28/24	10/16/24	06/01/24-06/30/24	9,632	9,632
96 Jacobs	W8X97007-01	08/28/24	10/16/24	07/01/24-07/26/24	851,838	851,838
97 Hamner, Jewell & Associates	203878	08/07/24	10/16/24	07/01/24-07/31/24	799	799
98 Bender Rosenthal, Inc.	1288	08/13/24	10/16/24	07/01/24-07/26/24	11,146	11,146
99 Launch Consulting	PS11033365	08/22/24	10/16/24	07/01/24-07/31/24	25,968	25,968
100 Parsons	2409A601	09/12/24	10/16/24	07/01/24-08/30/24	785,854	785,854
101 Associated Right of Way Services, Inc.	22611	09/04/24	10/16/24	08/01/24-08/31/24	917	917
102 Bradner Consulting LLC	2425-02	09/03/24	10/16/24	08/01/24-08/30/24	50,560	50,560
103 Commuter Industries, Inc.	240136	09/09/24	10/16/24	09/09/24	366	366
104 Signs Now	109449	09/10/24	10/16/24	08/29/24-08/30/24	68	68
105 Miles Treaster & Associates	52573	09/19/24	10/18/24	06/10/24	26,518	26,518
106 Hamner, Jewell & Associates	203936	09/10/24	10/18/24	08/01/24-08/31/24	1,205	1,205
107 Launch Consulting	PS11033985	09/13/24	10/18/24	08/01/24-08/31/24	26,992	26,992
108 Convergent Systems	1040231	09/17/24	10/18/24	09/17/24	217	217
109 FedEx Corporation	8-647-76390	10/11/24	10/23/24	10/02/24-10/04/24	17	17
110 Caltronics Business Systems	4192177	10/03/24	10/23/24	10/01/24-10/31/24	2,380	2,380
111 Jacobs	W8X97007-02	09/16/24	10/30/24	07/27/24-08/30/24	1,356,652	1,356,652
112 FedEx Corporation	8-654-43071	10/18/24	10/30/24	10/09/24-10/16/24	35	35
113 Consolidated Communications	20241015	10/15/24	11/06/24	10/15/24-11/14/24	2,850	2,850
114 AT&T	6532665908	10/19/24	11/06/24	10/19/24-11/18/24	1,986	1,986
115 FedEx Corporation	8-662-33868	10/25/24	11/06/24	10/17/24-10/18/24	17	17
116 AirTouch Cellular (Verizon)	9976537772	10/17/24	11/06/24	09/18/24-10/17/24	128	128
117 Prime US-Park Tower LLC	20241101	10/22/24	11/06/24	11/01/24-11/30/24	106,605	106,605
118 AECOM Technical Services	2000933819	09/17/24	11/07/24	07/27/24-08/30/24	196,721	196,721
119 VMA Communications	DCA24AUG	09/09/24	11/13/24	08/01/24-08/31/24	80,112	80,112
120 Best, Best, & Krieger	1004841	08/31/24	11/13/24	07/01/24-07/31/24	21,304	21,304
121 Gwen Buchholz, Permit Engineer, Inc.	2425-02	09/13/24	11/13/24	08/01/24-08/31/24	11,875	11,875
122 Convergent Systems	45438	10/05/24	11/13/24	10/01/24-12/31/24	609	609
123 Caltronics Business Systems	4216096-CAL	11/01/24	11/13/24	11/01/24-11/30/24	2,849	2,849
124 Associated Right of Way Services, Inc.	22688	10/03/24	11/20/24	09/01/24-09/30/24	393	393
125 Gwen Buchholz, Permit Engineer, Inc.	2425-03	10/14/24	11/20/24	09/01/24-09/30/24	10,375	10,375
126 Bradner Consulting LLC	2425-03	09/30/24	11/20/24	09/01/24-09/30/24	50,560	50,560

\* Certain expenses were disallowed by the DCO.



## DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid  
for the Nine Months Ended March 31, 2025  
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
127 VMA Communications	DCA24SEP	10/11/24	11/20/24	09/01/24-09/30/24	61,710	61,710
128 Keogh Multimedia	MK-2024-04	10/09/24	11/20/24	07/01/24-09/30/24	910	910
129 e-Builder	16531	11/04/24	11/20/24	10/26/24-10/25/25	156,304	156,304
130 FedEx Corporation	8-669-38960	11/01/24	11/27/24	10/29/24-10/30/24	17	17
131 FedEx Corporation	8-682-82659	11/15/24	11/27/24	11/05/24-11/12/24	35	35
132 FedEx Corporation	8-675-44237	11/08/24	11/27/24	10/31/24-11/01/24	17	17
133 onPar Advisors LLC	OPIN0281R	11/06/24	11/27/24	11/02/24-11/01/25	62,883	62,883
134 xViz LLC	XVIZINV112024006063	11/04/24	11/27/24	11/04/24-11/03/25	1,598	1,598
135 Bender Rosenthal, Inc.	1416	09/12/24	12/04/24	07/27/24-08/31/24	12,729	12,729
136 Metropolitan Water District of So. Ca	501994	08/14/24	12/04/24	07/01/24-07/31/24	14,411	14,411
137 Parsons	2410A605**	10/16/24	12/04/24	07/18/24-09/27/24	694,738	693,840
138 Jacobs	W8X97007-03	10/23/24	12/04/24	08/31/24-09/27/24	1,070,380	1,070,380
139 Best, Best, & Krieger	1007585	09/30/24	12/04/24	08/01/24-08/31/24	15,824	15,824
140 Best, Best, & Krieger	1009370	10/20/24	12/04/24	09/01/24-09/30/24	15,607	15,607
141 Amazon	1K7V-JCXT-NPMF	11/16/24	12/04/24	11/14/24	98	98
142 Launch Consulting	PSI1034327	10/14/24	12/09/24	09/01/24-09/30/24	25,536	25,536
143 Consolidated Communications	20241115	11/15/24	12/09/24	11/15/24-12/14/24	2,850	2,850
144 AT&T	5947845907	11/19/24	12/09/24	11/19/24-12/18/24	1,986	1,986
145 AirTouch Cellular (Verizon)	9978970569	11/17/24	12/09/24	10/18/24-11/17/24	216	216
146 Amazon	1YP1-JP1K-DQHJ	11/20/24	12/09/24	11/19/24	131	131
147 Prime US-Park Tower LLC	20241201	11/25/24	12/09/24	12/01/24-12/31/24	106,605	106,605
148 Caltronics Business Systems	4239320-CAL	12/02/24	12/13/24	12/01/24-12/31/24	2,423	2,423
149 Hamner, Jewell & Associates	204038	10/08/24	12/18/24	09/01/24-09/30/24	1,020	1,020
150 Bender Rosenthal, Inc.	1613	10/14/24	12/18/24	09/01/24-09/30/24	12,938	12,938
151 Signs Now	109825	10/22/24	12/18/24	10/15/24-10/17/24	41	41
152 Alvarez Associates, LLC	2428	09/27/24	12/18/24	07/17/24-09/26/24	13,500	13,500
153 Bradner Consulting LLC	2425-04	11/01/24	12/18/24	10/01/24-10/31/24	50,560	50,560
154 ARC Document Solutions, LLC	12611354	09/30/24	12/18/24	08/12/24-09/30/24	814	814
155 Bender Rosenthal, Inc.	1773	11/05/24	12/23/24	09/28/24-10/25/24	9,760	9,760
156 Launch Consulting	PSI1035347	11/08/24	12/23/24	10/01/24-10/31/24	29,255	29,255
157 Best, Best, & Krieger	1012222	11/14/24	12/23/24	10/01/24-10/31/24	18,844	18,844
158 Gwen Buchholz, Permit Engineer, Inc.	2425-04	11/10/24	12/23/24	10/01/24-10/31/24	12,100	12,100
159 Amazon	1DV7-FKDV-XDFH	11/27/24	12/23/24	11/25/24	17	17
160 ACWA	20240930	09/30/24	12/30/24	01/01/25-12/31/25	840	840
161 FedEx Corporation	8-697-16236	11/29/24	12/30/24	11/19/24-11/21/24	17	17
162 FedEx Corporation	8-710-08737	12/13/24	12/30/24	12/04/24-12/05/24	17	17
163 AECOM Technical Services	2000945181	10/21/24	01/08/25	07/16/24-09/27/24	135,731	135,731
164 Parsons	2411B201	11/13/24	01/08/25	07/18/24-10/25/24	672,546	672,546
165 VMA Communications	DCA24OCT	11/06/24	01/08/25	10/01/24-10/31/24	54,332	54,332
166 Commuter Industries, Inc.	240196	11/18/24	01/08/25	11/18/24	151	151
167 Consolidated Communications	20241215	12/15/24	01/08/25	12/15/24-01/14/25	2,850	2,850
168 AECOM Technical Services	2000955640	11/15/24	01/10/25	09/28/24-10/25/24	182,473	182,473
169 Hamner, Jewell & Associates	204128	11/14/24	01/10/25	10/01/24-10/31/24	267	267
170 Metropolitan Water District of So. Ca	502009	10/29/24	01/10/25	09/01/24-09/30/24	11,881	11,881
171 Metropolitan Water District of So. Ca	502007	10/28/24	01/10/25	08/01/24-08/31/24	23,619	23,619
172 Jacobs	W8X97007-04	11/25/24	01/10/25	08/31/24-10/25/24	1,140,454	1,140,454
173 FedEx Corporation	8-717-92773	12/20/24	01/10/25	12/10/24-12/17/24	35	35
174 AT&T	7024976902	12/19/24	01/10/25	12/19/24-01/18/25	1,986	1,986
175 AirTouch Cellular (Verizon)	6101386458	12/17/24	01/10/25	11/18/24-12/17/24	216	216
176 FedEx Corporation	8-724-83264	12/27/24	01/10/25	12/18/24-12/19/24	17	17
177 iSpring Solutions	IS-015674	12/20/24	01/10/25	12/05/24-12/04/25	7,964	7,964
178 Prime US-Park Tower LLC	20250101	12/25/24	01/10/25	01/01/25-01/31/25	107,686	107,686
179 Caltronics Business Systems	4266006-CAL	01/07/25	01/16/25	01/01/25-01/31/25	2,465	2,465
180 VMA Communications	DCA24NOV	12/06/24	01/27/25	11/01/24-11/30/24	31,389	31,389
181 Gwen Buchholz, Permit Engineer, Inc.	2425-05	12/15/24	01/27/25	11/01/24-11/30/24	12,625	12,625
182 Bradner Consulting LLC	2425-05	12/02/24	01/27/25	11/01/24-11/30/24	50,560	50,560
183 FedEx Corporation	8-730-44673	01/03/25	01/27/25	12/27/24-12/30/24	17	17
Subtotal July - January*					\$ 18,284,330	\$ 18,282,398
184 Parsons	2412A706	12/19/24	02/05/25	10/01/24-11/29/24	\$ 793,950	\$ 793,950
185 Bender Rosenthal, Inc.	1835	12/11/24	02/05/25	10/26/24-11/29/24	10,281	10,281
186 Launch Consulting	PSI1035961	12/18/24	02/05/25	11/01/24-11/30/24	26,388	26,388

\* Totals may not foot due to rounding.

\*\* Certain expenses were disallowed by the DCO.



## DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid  
for the Nine Months Ended March 31, 2025  
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
187 Jacobs	W8X97007-05	12/19/24	02/05/25	10/26/24-11/29/24	1,457,091	1,457,091
188 AECOM Technical Services	2000967583	12/19/24	02/05/25	08/31/24-11/29/24	160,541	160,541
189 Bradner Consulting LLC	2425-06	01/01/25	02/05/25	12/01/24-12/31/24	50,560	50,560
190 Keogh Multimedia	MK-2025-01	01/02/25	02/05/25	10/01/24-12/31/24	1,105	1,105
191 Convergent Systems	45886	01/05/25	02/05/25	01/01/25-03/31/25	609	609
192 Consolidated Communications	20250115	01/15/25	02/07/25	01/15/25-02/14/25	2,850	2,850
193 FedEx Corporation	8-743-45519	01/17/25	02/07/25	01/08/25-01/09/25	18	18
194 AT&T	4497168900	01/19/25	02/07/25	01/19/25-02/18/25	1,986	1,986
195 AirTouch Cellular (Verizon)	6103828598	01/17/25	02/07/25	12/18/24-01/17/25	216	216
196 FedEx Corporation	8-750-35611	01/24/25	02/07/25	01/14/25-01/17/25	36	36
197 Prime US-Park Tower LLC	20250201	01/24/25	02/07/25	02/01/25-02/28/25	147,950	147,950
198 Gwen Buchholz, Permit Engineer, Inc.	2425-06	01/16/25	02/13/25	12/01/24-12/31/24	14,000	14,000
199 Miles Treaster & Associates	53350	01/07/25	02/13/25	01/07/25	12,440	12,440
200 Caltronics Business Systems	4291767-CAL	02/06/25	02/13/25	02/01/25-02/28/25	2,450	2,450
201 VMA Communications	DCA24DEC	01/17/25	02/19/25	12/01/24-12/31/24	55,001	55,001
202 Morrison Engineering, LLC	25-01	01/14/25	02/19/25	12/09/24-12/31/24	6,400	6,400
203 FedEx Corporation	8-757-28128	01/31/25	02/19/25	01/22/25-01/28/25	36	36
204 Staples	6023164002	01/31/25	02/19/25	12/31/24	87	87
205 FedEx Corporation	8-763-44438	02/07/25	02/19/25	02/04/25-02/05/25	18	18
206 AVI-SPL LLC	2354911	12/11/24	02/21/25	09/26/24	44,196	44,196
207 AVI-SPL LLC	2314439	10/11/24	02/21/25	08/07/24-08/06/25	13,821	13,821
208 AVI-SPL LLC	2379137	01/17/25	02/21/25	01/08/25	270	270
209 Consolidated Communications	20250215	02/15/25	03/05/25	02/15/25-03/14/25	2,849	2,849
210 FedEx Corporation	8-770-37259	02/14/25	03/05/25	02/06/25-02/07/25	18	18
211 AT&T	4123249909	02/19/25	03/05/25	02/19/25-03/18/25	1,986	1,986
212 AirTouch Cellular (Verizon)	6106277149	02/17/25	03/05/25	01/18/25-02/17/25	216	216
213 Prime US-Park Tower LLC	20250301	02/21/25	03/05/25	03/01/25-03/31/25	128,619	128,619
214 Bender Rosenthal, Inc.	1967	01/13/25	03/12/25	11/30/24-12/27/24	6,132	6,132
215 Launch Consulting	PSI1036541	01/17/25	03/12/25	11/19/24-12/31/24	25,237	25,237
216 Bradner Consulting LLC	2425-07	01/31/25	03/12/25	01/01/25-01/31/25	50,560	50,560
217 Parsons	2501A526	01/16/25	03/19/25	08/26/24-12/27/24	571,169	571,169
218 AECOM Technical Services	2000975689	01/17/25	03/19/25	10/21/24-12/27/24	147,300	147,300
219 Jacobs	W8X97007-06	01/28/25	03/19/25	11/30/24-12/27/24	885,053	885,053
220 Caltronics Business Systems	4313523-CAL	03/04/25	03/19/25	03/01/25-03/31/25	2,492	2,492
221 Associated Right of Way Services, Inc.	23007	02/06/25	03/21/25	01/01/25-01/31/25	1,048	1,048
222 Gwen Buchholz, Permit Engineer, Inc.	2425-07	02/14/25	03/21/25	01/01/25-01/31/25	11,375	11,375
223 Morrison Engineering, LLC	25-02	02/01/25	03/21/25	01/01/25-01/31/25	19,600	19,600
224 FedEx Corporation	8-784-64899	02/28/25	03/21/25	02/20/25-02/21/25	18	18
225 Parsons	2502A784	02/13/25	03/26/25	09/04/24-01/31/25	805,287	805,287
Subtotal February - March*					\$ 5,461,259	\$ 5,461,259
Total July - March*					\$ 23,745,589	\$ 23,743,657

\* Totals may not foot due to rounding.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Accounts Payable Aging Schedule <sup>(1)</sup>  
As of March 31, 2025

<b><u>Payable To:</u></b>	<b><u>1 - 30</u></b>	<b><u>31 - 60</u></b>	<b><u>61 - 90</u></b>	<b><u>≥ 90</u></b>	<b><u>Total</u></b>
AECOM Technical Services					
Invoice #2000987798	\$ 144,762	\$ —	\$ —	\$ —	\$ 144,762
AirTouch Cellular (Verizon)					
Invoice #6108756131	216	—	—	—	216
AT&T					
Invoice #8817210010	993	—	—	—	993
AVI-SPL LLC					
Invoice #2421934	33,335	—	—	—	33,335
Bender Rosenthal, Inc.					
Invoice #2113	19,864	—	—	—	19,864
Best, Best, & Krieger					
Invoice #1013897	14,153	—	—	—	14,153
Invoice #1018702	29,182	—	—	—	29,182
Invoice #1021451	24,244	—	—	—	24,244
Bradner Consulting LLC					
Invoice #2425-08	50,560	—	—	—	50,560
Consolidated Communications					
Invoice #20250315	1,425	—	—	—	1,425
FedEx Corporation					
Invoice #8-798-30955	54	—	—	—	54
Invoice #8-806-27650	36	—	—	—	36
Gwen Buchholz, Permit Engineer, Inc.					
Invoice #2425-08	13,125	—	—	—	13,125
Hamner, Jewell & Associates					
Invoice #204430	546	—	—	—	546
Jacobs					
Invoice #W8X97007-07	1,305,755	—	—	—	1,305,755
Launch Consulting					
Invoice #PSI1037059	27,505	—	—	—	27,505
Invoice #PSI1037531	26,950	—	—	—	26,950
Metropolitan Water District of So. Ca					
Invoice #502011	24,140	—	—	—	24,140
Invoice #502013	13,315	—	—	—	13,315
Invoice #502024	15,831	—	—	—	15,831
Invoice #502036	10,323	—	—	—	10,323
Morrison Engineering, LLC					
Invoice #25-03	19,200	—	—	—	19,200
Psomas					
Invoice #219021	3,534	—	—	—	3,534
VMA Communications					
Invoice #DCA25JAN	65,236	—	—	—	65,236
	<b>\$ 1,844,284</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,844,284</b>

\*Totals may not foot due to rounding.

<sup>(1)</sup> Extraction date from Trimble by MWD determines aging classification.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Accounts Receivable Aging Schedule <sup>(1)</sup>  
As of March 31, 2025

<b><u>Receivable From:</u></b>	<b><u>1 - 30</u></b>	<b><u>31 - 60</u></b>	<b><u>61 - 90</u></b>	<b><u>&gt; 90</u></b>	<b><u>Total</u></b>
Department of Water Resources					
Invoice #DCA-723	\$ 144,763	\$ —	\$ —	\$ —	\$ 144,763
Invoice #DCA-725	1,305,755	—	—	—	1,305,755
Invoice #DCA-726	2,510	—	—	—	2,510
Invoice #DCA-727	41,658	—	—	—	41,658
Invoice #DCA-728	69,760	—	—	—	69,760
Invoice #DCA-729	65,236	—	—	—	65,236
Invoice #DCA-730	42,271	—	—	—	42,271
Invoice #DCA-731	53,426	—	—	—	53,426
Invoice #DCA-732	128,619	—	—	—	128,619
Invoice #DCA-733	5,141	—	—	—	5,141
Invoice #DCA-734	74,142	—	—	—	74,142
	<b>\$ 1,933,281</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,933,281</b>

\*Totals may not foot due to rounding.

<sup>(1)</sup> Approval date by the DCO determines aging classification.



## DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Feb. 1, 2025 Mar. 31, 2025	Year to Date Mar. 31, 2025
Receipts:		
Contributions <sup>(1)</sup>	\$ 2,981,840	\$ 23,705,216
Disbursements:		
Program management office		
Executive office	383,019	1,903,060
Community engagement	70,654	802,268
Program controls	1,332,537	3,833,858
Administration	739,404	2,763,130
Procurement	155,543	556,162
Property	38,371	261,556
Permitting management	106,372	436,691
Health and safety	98,230	328,343
Quality management	206,933	658,668
Program initiation		
Engineering	1,953,513	8,727,297
Fieldwork	307,841	3,291,819
Geotechnical management	68,842	180,805
Total disbursements	5,461,259	23,743,657
Net changes in cash	(2,479,419)	(38,441)
Cash at July 1, 2024	—	752,864
Cash at February 1, 2025	3,193,842	—
Cash at March 31, 2025	\$ 714,423	\$ 714,423

Statements of Revenues, Expenses and Changes in Net Position

	Feb. 1, 2025 Mar. 31, 2025	Year to Date Mar. 31, 2025
Revenues:		
Contributions <sup>(1)</sup>	\$ 4,656,202	\$ 20,383,683
Expenses*:		
Program management office		
Executive office	439,300	1,586,446
Community engagement	92,046	586,912
Program controls	800,866	3,259,164
Administration	675,000	2,508,934
Procurement	103,411	424,424
Property	58,292	198,384
Permitting management	61,819	397,934
Health and safety	61,446	267,543
Quality management	130,953	527,938
Program initiation		
Engineering	1,944,199	7,961,456
Fieldwork	292,063	2,388,739
Geotechnical management	54,510	210,976
Total expenses	4,713,905	20,318,850
Changes in net position	(57,703)	64,833
Net position at June 30, 2024	—	1,125,366
Net position at January 31, 2025	1,247,902	—
Net position at March 31, 2025	\$ 1,190,199	\$ 1,190,199

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

<sup>(1)</sup> DWR contributions invoiced through the DCO.



## DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Feb. 1, 2025 Mar. 31, 2025	Year to Date Mar. 31, 2025	Feb. 1, 2025 Mar. 31, 2025	Year to Date Mar. 31, 2025
Receipts/Revenues:				
Contributions <sup>(1)</sup>	\$ 2,981,840	\$ 23,705,216	\$ 4,656,202	\$ 20,383,683
Disbursements/Expenses*:				
Program management office				
Executive office	383,019	1,903,060	439,300	1,586,446
Community engagement	70,654	802,268	92,046	586,912
Program controls	1,332,537	3,833,858	800,866	3,259,164
Administration	739,404	2,763,130	675,000	2,508,934
Procurement	155,543	556,162	103,411	424,424
Property	38,371	261,556	58,292	198,384
Permitting management	106,372	436,691	61,819	397,934
Health and safety	98,230	328,343	61,446	267,543
Quality management	206,933	658,668	130,953	527,938
Program initiation				
Engineering	1,953,513	8,727,297	1,944,199	7,961,456
Fieldwork	307,841	3,291,819	292,063	2,388,739
Geotechnical management	68,842	180,805	54,510	210,976
Total disbursements/expenses	5,461,259	23,743,657	4,713,905	20,318,850
Net changes in cash	(2,479,419)	(38,441)		
Cash at July 1, 2024	—	752,864		
Cash at February 1, 2025	3,193,842	—		
Cash at March 31, 2025	\$ 714,423	\$ 714,423		
Changes in net position			(57,703)	64,833
Net position at June 30, 2024			—	1,125,366
Net position at January 31, 2025			1,247,902	—
Net position at March 31, 2025			\$ 1,190,199	\$ 1,190,199

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

<sup>(1)</sup> DWR contributions invoiced through the DCO.

## DCP Communications Report

**Contact:** Valerie Martinez, Communications Manager

**Agenda Date:** April 17, 2025 Board Meeting

**Item No.** 8c

**Subject:** DCP Communications Status Update

**Summary:**

The Communications Manager will update the Board on DCA/DCP Communication Efforts and Activities. They will also share the highlights of key DCP activities and milestones.

**Detailed Report:**

More details will be presented at the Board Meeting.

**Action:**

Information, only.