

June 16, 2025

Delta Conveyance Design and Construction Authority Board of Directors

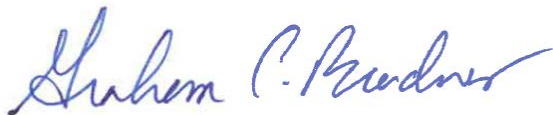
Subject: ***Final Materials for the June 18, 2025, Regular Board Meeting***

Members of the Board:

The Delta Conveyance Design and Construction Authority (DCA) Board of Directors will have a Regular Board Meeting, scheduled for **Wednesday, June 18, 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 website.

Enclosed are the agenda and final 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

Wednesday, June 18, 2025
1:30 p.m.
Hybrid (Teleconference) Meeting

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

TELECONFERENCE LOCATIONS:

1. Valley Water, 5750 Almaden Expressway, San Jose, CA 95118
2. Metropolitan Water District, 1019 Second Street, San Fernando, Ca 91340

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 82256895816#

Virtual Meeting Link: <https://dcdca-org.zoom.us/j/82256895816?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. 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) May 21, 2025, Regular Meeting Minutes

7. **DISCUSSION ITEMS**

- (a) June Monthly Board Report

Recommended Action: Information Only.

- (b) Consider Passing Resolution Approving Amended DCA Travel Policy

Recommended Action: Adopt Resolution.

- (c) Conduct Public Hearing on FY 2025/26 Budget, Including Discussion of Vacancies and Related Matters, and Consider Passing Resolution Approving FY 2025/26 Budget
Recommended Action: Adopt Resolution.
- (d) Adopt Resolution Approving the Investment Policy
Recommended Action: Adopt Resolution.
- (e) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Deputy Executive Director Services to STV, Inc.
Recommended Action: Adopt Resolution.
- (f) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic and Facilitation Support Services to Project Neutral.
Recommended Action: Adopt Resolution.
- (g) Consider Passing Resolution Authorizing an Executive Support Services Agreement to Provide Strategic Support Services to CohnReznick LLP
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:

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

October 16, 2025, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

December 18, 2025, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

BOARD OF DIRECTORS MEETING

MINUTES

REGULAR MEETING

May 21, 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: 84449923962#, <https://dcdca-org.zoom.us/j/84449923962?from=addon> at 1:33 pm. DCA Executive Director, Graham Bradner, noted that Item seven (7)c would be presented prior to Item seven (7)b, however the balance of the Agenda remains unchanged.

2. ROLL CALL

Board members in attendance from the DCA Boardroom were, Director Gary Martin, Director Miguel Luna, Director John Weed, and Alternate Director Michael Plinski sitting in for Robert Cheng. President Martin Milobar, Director Tony Estremera and Director Adnan Anabtawi participated remotely.

Alternate Directors in attendance remotely were Sarah Palmer and Dennis LaMoreaux. Alternate Directors Jacquelyn McMillan, Mark Gilkey, and Shiloh Ballard attended from the DCA Boardroom; the Board Clerk captured their attendance for the record.

DCA staff members in attendance were Graham Bradner, Josh Nelson, Adrian Brown, and Julia Adelman.

Department of Water Resources (DWR) member in attendance was Janet Barbieri.

3. CLOSED SESSION

No public comment requests were received for the closed session item.

4. OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE

President Milobar opened the regular session at approximately 2:00 p.m. and asked Josh Nelson to report out on closed session. There were no reportable actions.

5. PUBLIC COMMENT

No public comment requests were received.

6. APPROVAL OF MINUTES:

a) Recommendation: Approve the April 17, 2025, Regular Board Meeting Minutes

Motion to Approve Minutes from April 17, 2025, as

Noted:	Estremera
Second:	Anabtawi
Yeas:	Milobar, Martin, Luna, Estremera, Plinski, Anabtawi, Weed
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as MO 25-05-02).

b) Recommendation: Approve the May 15, 2025, Special Board Meeting Minutes

Motion to Approve Minutes from May 15, 2025, as

Noted:	Estremera
Second:	Weed
Yeas:	Milobar, Martin, Luna, Estremera, Plinski, Anabtawi, Weed
Nays:	None
Abstains:	None
Recusals:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as MO 25-05-03).

7. DISCUSSION ITEMS:

a) May Monthly Board Report

Informational Item

Mr. Bradner presented the Monthly Report for April 2025 activities. He began by reviewing the DCA focus areas: continued engineering and environmental support for the Department of Water Resources (DWR) permitting efforts, including the ongoing Change in Point of Diversion (CPOD) hearings at the State Water Resources Control Board (SWRCB); advancing engineering studies on project design innovations to improve constructability, reduce costs, and manage risk; and setting a long-range goal to update the cost estimate

and system-wide Basis of Design Report (BODR) by early calendar year 2027. He noted that more context on that schedule would be provided in the next Agenda item on the three (3)-year work plan.

Turning to internal preparations, Mr. Bradner described work to develop management plans, procedures, and workflows in anticipation of transitioning to Program Delivery upon the participating Public Water Agencies (PWA's) decision to implement the Delta Conveyance Project (DCP). He emphasized the need for the DCA organization to be ready to transition seamlessly without losing time or momentum. He reported that the reorganization launched earlier this year was largely complete, and the DCA is now evaluating program resources and identifying where augmentations were needed. He added that systems used over the past five (5) or six (6) years would need to evolve for Program Delivery, and that DCA is prioritizing and sequencing those updates.

Regarding financial performance, Mr. Bradner reported that the currently approved fiscal year (FY) 2024/25 budget stood at \$43M, with \$35M committed through contracts and task orders and \$22M incurred through April FY 2024/25. The updated year-end estimate was \$33.1M, forecasting an underrun of approximately \$10M, largely due to geotechnical (Geotech) work being incomplete. He stated that the upcoming FY 2025/26 budget would similarly include set-aside reserves for potential Geotech investigations.

Mr. Bradner explained that the percentage complete and percent spent remained well aligned to date, noting that May through June was traditionally a busy period to finalize deliverable work products, and complete quality control and quality assurance reviews.

Regarding small business participation, Mr. Bradner reported that 12% of committed contracts were designated Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) and accounted for 9% of invoiced amounts to date.

He then informed the Board on strategic support services procurements, stating that notices of intent to award had been issued for Executive Strategic Support, Deputy Director Services, Facilitation Services, and Human Resources support. The first wave of contract negotiations and awards requiring Board approval, those exceeding \$250,000, would return in June, with the remainder coming back in August. He added that smaller procurements, including business services and scheduling software, were progressing.

Mr. Bradner concluded with outreach highlights, including DCA's participation in the Southern California Water Coalition (SCWC) luncheon, where DWR Director Karla Nemeth also presented. He also noted that social media engagement had rebounded, showing an 11% increase since March.

Director Martin asked how the percent complete was determined, specifically whether it was based on deliverables from external vendors or from work done by the DCA staff.

Agenda Item 6a

Mr. Bradner explained that the percent complete is currently calculated based on contractually obligated deliverables, which are discrete work products tied to known costs and tracked monthly via vendor reports. He noted, however, that this method under weighs ongoing DCA efforts and other activities without discrete outputs. As a result, the current percent complete figure is skewed toward easily quantified deliverables.

He said the DCA plans to evolve the methodology, aiming for a more representative, quantitatively driven approach that incorporates both vendor deliverables and internal staff contributions. This will involve updating systems and processes to produce a repeatable, weighted calculation of percent complete. He anticipates providing several updates to the Board as the new approach is phased in, likely beginning July 1.

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

b) Sustainability Program Update

Informational Item

Mr. Bradner introduced DCA Sustainability Manager Catherine Sheane and Sustainability Lead Julia Adelman. Ms. Sheane explained that the DCA Programmatic Sustainability Policy's key commitment aspects include balancing sustainability with other DCA goals and embedding sustainability practices at both the organizational and Project Implementation levels. She presented two (2) sets of goals first at the DCA level, the Programmatic Sustainability Plan, which includes process-oriented goals that describe how sustainability activities will be established, coordinated, and communicated as the DCP evolves. Second, performance-oriented goals, tying sustainability actions to measurable targets.

She then outlined the structure for establishing sustainability goals and carrying them out through Program Delivery. The diagram, included in the sustainability policy, shows the three (3) foundational documents that will guide and drive sustainability integration within the DCP. It began with the high-level goals outlined in the policy. At the DCA level, the Programmatic Sustainability Plan develops those goals into detailed requirements, including management plans developed by the design and construction teams, post-procurement. She noted the DCA is now on the cusp of completing benchmarking and target-setting work to finalize the Programmatic Sustainability Plan. All of this establishes the foundation for DCA to assume responsibility, advance the actions, and measure and report on progress.

Ms. Sheane summarized FY 2023/24 and FY 2024/25 activities into three (3) major categories: Leadership, Commitment, and Engagement; Processes and Frameworks; and Technical Approach. Each category has progressed in parallel to and coordinated with

related efforts such as permitting, the community benefits plan, and communications activities.

In the Leadership FY 2023/24 category, the DCA began monthly sustainability updates to the Board and conducted peer-project benchmarking, reviewed PWA policies, and surveyed organizational and DCA sustainability frameworks for applicability. In the Technical Approach category, staff completed an initial Envision rating assessment and produced a strategy memo outlining the next FY key steps. The sustainability team updated the strategy memo and expanded the Envision assessment report, yielding clear requirements and resource estimates for the Programmatic Sustainability Plan.

Ms. Sheane reported that FY 2024/25 formally established the sustainability working group. This group continued monthly meetings, supplemented by additional workshops. Those workshops enabled consensus on shared values of sustainability including but not limited to, benefits of sustainability, opportunities, and obstacles to consider moving forward. Key components identified included the program's sustainability culture, collaborative approach, shared vision for success from a sustainability perspective, and strategies for communicating sustainability to key audiences.

In the Processes and Frameworks category, the sustainability team mapped environmental commitments to Envision measures, established baselines and targets through interactive workshops, and evaluated performance-tracking tools.

Ms. Sheane concluded by noting that these efforts set the stage for the Programmatic Sustainability Plan, which will translate programmatic requirements into actionable work during PD. She then turned the presentation over to Ms. Adelman to discuss the environmental-commitment mapping process in greater detail

Ms. Adelman explained that a major focus of the past two (2) years has been mapping and benchmarking environmental sustainability commitments. She presented a sample of approved design and environmental commitments within the Programmatic Sustainability Plan. To provide additional details, she noted that four (4) sustainability goals had been selected for progress tracking, and specific strategies were identified as well. Ms. Adelman stated that the initial Programmatic Sustainability Plan omitted climate resilience, however the mapping exercise revealed existing environmental, design commitments that covered climate resilience, so those items were added to present a complete picture.

To illustrate the mapping, Ms. Adelman pointed to the commitment to design for a 100-year operational life. She explained that while longevity may not immediately evoke sustainability, it conserves natural resources by maximizing material use, reducing the need for new extraction, and minimizing waste. Furthermore, a 100-year lifespan enhances resilience to climate impacts and avoids greenhouse gas emissions from material replacement and waste management.

Ms. Adelman then summarized how sustainability is benchmarked across project phases. During planning, the Bethany Reservoir alignment was selected as the least-impactful alternative under the California Environmental Quality Act (CEQA), and the establishment of the Stakeholder Engagement Committee (SEC) helped define what “the right project” looks like to DCA’s diverse stakeholders. She noted preliminary engineering laid the groundwork for material conservation and established climate resilience. Detailed design development will create opportunities to innovate including refining material selection to consider embodied carbon emissions. As procurement documents are prepared, construction-phase commitments, such as reuse of materials and adoption of innovative technologies, will further enhance sustainability during construction.

She explained that the team has begun benchmarking the DCP against the Envision framework. Envision, developed by the Institute for Sustainable Infrastructure (ISI), evaluates sustainability across environmental, social, economic aspects, using a standard set of strategies and thresholds. The framework emphasizes a collaborative approach spanning discipline stakeholders and project phases. Unlike Leadership in Energy and Environmental Design (LEED) for buildings, Envision focuses on unique infrastructure challenges and opportunities, including water conveyance infrastructure. A third-party verification review from ISI can confirm the self-assessed award level. Since Envision is open source, it can serve simply as a benchmarking tool, which the DCP has utilized thus far.

Through workshops and document reviews, the DCA assessed the DCP’s current status against Envision’s five (5) categories. Staff then identified opportunities for DCA for more conservative actions and ambitious targets. Areas requiring further data or external coordination were placed in a “Future Knowledge Needed” category, and those deemed infeasible given current DCA constraints were also categorized. The results indicate that, as-is, the DCP qualifies for the Envision “Verified” award level by achieving over 20% of possible points. Given identified opportunities and the team’s experience with the framework, Ms. Adelman expressed confidence that the “Silver” or 30-40% total points available awarded level is an achievable target. She then turned the presentation back to Ms. Sheane for the next steps.

Ms. Sheane began by summarizing actions drawn from the updated strategy memo and the detailed Envision assessment report. She explained that the report’s robust analyses, conclusions, and recommendations are represented in the high-level summary. Looking ahead to the next FY 2025/26, Ms. Sheane stated that the sustainability team would prioritize efforts supporting the transition to Program Delivery as part of the three (3)-year plan. The focus in that transition will be on refining how sustainability integrates into the DCP before issuing the first procurement package. A key decision will be whether to pursue full Envision verification or continue using Envision as a self-assessment and benchmarking tool. Regardless of approach, setting a target award level helps the team discover and achieve innovative sustainability success as the DCP evolves. For Leadership, Commitments and Engagement, the sustainability team will review and update sustainability policy goals,

define more specific objectives where appropriate and continue engagement with key stakeholders in collaboration with other DCP staff. Under Processes and Frameworks, the team will complete any remaining technical assessments needed to finalize performance benchmarks, associated metrics, targets and tracking mechanisms while working closely with engineering and environmental staff. Lastly, in the Technical Approach category, the team will develop the first full draft of the Programmatic Sustainability Plan which will serve as the roadmap for executing Sustainability Policy goals and as the bridge to specific sustainability plans.

Ms. Sheane concluded by emphasizing that key related activities include coordinating with environmental and engineering teams to integrate sustainability into design guidelines, standards, and contract packages for procurement. Throughout all these efforts, the Sustainability team will keep the overall DCP goal in mind of completing all major permits and obtaining PWA approval to proceed with Program Delivery.

Director Weed observed that the term “public benefit” has historically referred only to environmental factors, but under the Envision presentation, Economic Development and Health and Safety also qualify. He encouraged the Sustainability team to identify projects on the Safe and Affordable Funding for Equity and Resilience (SAFER) list that might apply and in which DCA could participate.

Ms. Sheane noted that the Envision rating framework includes attributes beyond environmental considerations. She explained that the sustainability team’s document review reflected Envision’s triple bottom line approach to sustainability, encompassing economic, social and environmental aspects.

Director Luna asked whether Envision was the same program developed about 15 years ago with Harvard’s involvement. Ms. Sheane confirmed that it was. Director Luna commented that the City of Los Angeles participated in its conceptual development and found it fascinating to see where the program stands today. He then posed two questions. First, regarding the Technical Approach on exploring funding to determine resources needed and planning outline, he asked what steps the sustainability team envisioned for that process and where the current status stands, noting that resource requirements would be particularly interesting. Second, he asked whether the one-hundred-year operational life aligned with the project’s expected life or whether it extended beyond that, given rapid technological evolution in other fields and potential roles for AI.

Ms. Sheane described the Sustainability team’s funding discussions with DWR, Best Best & Krieger LLP and the Metropolitan Water District of Southern California. These early-stage conversations aim to leverage sustainability activities for innovative financing, though they remain in the exploratory phase. Regarding the 100-year operational life, she explained that large-scale civil infrastructure cannot anticipate technological changes over such a span. The focus is on reducing greenhouse gas emissions through improved maintainability and durable materials. Envision does not directly address technological innovation, but it

requires an operations and maintenance plan with a continual review cycle to allow for reevaluation as conditions change.

Director Luna asked again how AI might fit into sustainability evaluations. Ms. Sheane suggested that AI could be most valuable in assessing climate-change risks over time. She acknowledged that AI has not yet been integrated into the Sustainability team's work and said it would be explored for the next update. Director Luna thanked her and recommended that the President Milobar and Executive Director Bradner consider deeper dives into these topics at future meetings.

Director Weed raised the point that CEQA approved design must accommodate a ten-point-two (10.2) foot sea-level rise, approaching a 200-year flood event. He encouraged matching CEQA's terminology for timescales and impacts.

Mr. Bradner clarified that the 100-year life expectancy refers to facility design life, whereas the hydraulic design accounts for a 200-year return-period flood event under downstream conditions. He acknowledged the numerical confusion and clarified that the 100-year figure denotes the facilities' expected lifespan, and the 200-year figure denotes flood design criteria.

Director Anabtawi commented that sustainability measures often involve complex cost-benefit relationships over time. He asked whether there is a plan to evaluate the upfront costs of moving from the current state to a targeted sustainability level and the downstream returns, such as reduced long-term rehabilitation costs under a 100-year design life.

Ms. Sheane explained that they continuously evaluate cost implications for activities beyond the as-is baseline. When deciding whether to pursue full Envision certification or to implement conservative or ambitious opportunities, the sustainability team will provide life-cycle value contexts so that DCP can make informed decisions.

Director Weed made a follow-up observation that the 100-year tolling period would start at the operational date, projected around 2045.

Mr. Bradner confirmed that the 100-year design life would run from the start of operations in 2045 through 2145.

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

c) DCP Three (3)-Year Workplan Overview

Informational Item

Mr. Bradner introduced the Three (3) Year Work Plan by noting the familiarity of the schedule first released with the May FY 2023/24 cost estimate. He explained that the schedule anticipates completion of major permit activities by the end of FY 2025/26, pre-design and full-design procurement beginning in FY 2025/26, and early works construction commencing in mid-FY 2028/29.

He emphasized that the decision by the participating PWAs to implement the project, a critical step following permit completion and preceding land acquisition, is vitally important. The schedule provides a high-level overview and corresponds to the benefit-cost analysis released in May. He stated the current focus involves determining the requirements necessary to meet the schedule.

He informed the Board about the next three (3) years, reflecting on the previous schedule and major permit activities. Environmental support tasks focus on the DCA activities, however certain milestones fall outside of DCA control. Major permit activities include final permits for CPOD and the Delta Plan Consistency by end of calendar year 2026. To support that process at DCA, engineering and environmental work will continue in close coordination with the permitting agencies.

Mr. Bradner explained that staff are starting to focus on internalizing environmental commitments and permit requirements. Ensuring that those elements are incorporated into the schedule remains an ongoing process as permits are issued with refined requirements, necessitating updates. He emphasized the need for clarity regarding overlapping and conflicting permit requirements, with a commitment to communicate those interactions back to the permitting team in the near future. He identified establishing collaboration between DCA and DWR for environmental compliance as a significant near-term effort. He noted that understanding the environmental compliance requirements to ensure implementation of those obligations is important. In the case of near-term field work, initiation of Environmental Compliance and monitoring required by permits may be necessary. He stressed the necessity of compliance during early activities, including readiness to provide monitoring reports in accordance with permit conditions.

Next, Mr. Bradner outlined the plan to develop a system-wide BODR that will provide a system-wide engineering update for the entire DCP. He noted a Concept Engineering Report was finalized last fall, which focused on the selected project, the Bethany Reservoir alternative. The overall average design level for that project was approximately 10%, sufficient to support the CEQA analysis as well as environmental permitting. He explained the next calendar year 2026 will involve performing a significant amount of additional engineering to update the design to roughly 20%. He said this effort will support a Class Three (3) cost estimate, moving from a Class Four (4), thereby tightening accuracy ranges and reducing uncertainty. The design update work will start next Spring, extend through Summer and Fall, and feed into a more comprehensive economic analysis.

Agenda Item 6a

In terms of Program Delivery planning, Mr. Bradner noted that the organizational restructuring for Program Delivery is largely complete. However, there is a vast number of activities to be completed, including drafting program management plans, establishing procurement packages for design and construction contracts, and setting design and construction guidelines and standards. He mentioned ongoing engineering evaluations of potential innovations and continued coordination on power infrastructure with the Sacramento Municipal Utility District (SMUD), Pacific Gas and Electric Company (PG&E), and the Western Area Power Administration (WAPA). He stated that work on temporary entry permits and coordination with Right-of-Way Engineering continues. He also informed the Board that the Joint Exercise of Powers Agreement (JEPA) with DWR lacks the implementation language needed for PD transition and will require renegotiation. He noted in 2024 the Program Delivery phase was initiated for early Geotech and other data collection activities. Integrating investigative work into Program Delivery prevents confusion with the permitting and planning phases while informing conservative assumptions necessary for full project design and construction.

Beginning in early 2027, final designers for early project features will be engaged to enable construction commencement in mid-FY 2028/29. Significant community outreach efforts will be required during this and reestablishing community advisory groups will help guide the final design of project facilities. The property acquisition phase remains on the critical path which follows participating PWA approval to proceed with the DCP. Superimposing fiscal year 2025/26 onto this three (3)-year work plan clarifies the scope for the next year and lays the foundation for budget priority discussions.

Director Luna requested that the Community Benefits Program be explicitly distinguished from Community Outreach, emphasizing its importance.

Mr. Bradner agreed and committed to incorporating that distinction in future presentations.

Director Weed encouraged board members to review the SWRCB SAFER website. He explained that, in 2019, California enacted legislation establishing a ten (10)-year, \$1.3B funding mechanism to assist economically disadvantaged communities with ten (10) or more customers. He noted revenue continues to be collected. He reported Alameda County Water District (ACWD) received funding through this program to assist a Community Services district in the San Joaquin Valley. He explained six (6) districts were paired under the California Urban Water Association (CUWA). Director Weed described the program as broad in scope. Noting that, in 2024, thousands of locations were identified on the website. He recommended expanding community benefit considerations beyond environmental improvements to include economically disadvantaged communities in watershed areas. He concluded by expressing hope that this initiative could be incorporated into the DCP.

Director Martin asked whether the work plan schedule is predicated on the recently announced trailer bill proposals.

Mr. Bradner responded that, while the bills could provide significant benefits, the schedule itself is not dependent on legislative action. He noted that those bills could influence PWA decision points and other project scenarios, but the core timeline remains intact regardless.

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

d) Adopt Resolution Approving the Sixth Amendment to the Jacobs Engineering Group Inc. Agreement for Engineering Design Manager Services

Approve Resolution

Mr. Bradner opened with a presentation focused on amendments applicable to items seven (7)d and seven (7)e, which concern the not-to-exceed amount amendment requests for the Jacobs Engineering (Jacobs) and Parsons Transportation Group (Parsons) contracts. He introduced Adrian Brown, DCA's Chief Contracting Officer, who would discuss additional amendments. The first two (2) amendments largely address capacity increases.

Mr. Bradner explained that Jacobs provides engineering design management services for the DCA. This team delivered all conceptual engineering and will transition to design management as the DCP enters the PD phase, pending approval from participating PWAs. The original contract, awarded in 2019 for California WaterFix, carried a capacity of \$93M and a five (5)-year term. When Governor Newsom's administration directed a shift to a single tunnel, DWR rescinded the environmental document, restarted the process with a single tunnel objective, and repurposed Jacobs to provide all in-house engineering for project concept development. In May 2023, the contract was revised to include another five (5)-year term, extending its validity through FY 2028/29. At that time, uncertainty surrounded next-phase funding, and the DCA continued to operate under existing planning and permitting funds. Now that funding has been authorized and all participating PWAs have independently voted to continue at their current participation level, the Board must reconcile contract capacity with the anticipated scope of work through FY 2028/29.

He noted that the Parsons team provides DCP Program Management services, covering Design, Administration, Information Technology, Quality, Sustainability, Procurement, and Program Controls, under a Program Support contract awarded in 2019. That contract carried a capacity of \$40M and a five (5)-year term, extended in May 2023 through June 2029 without capacity increases due to funding uncertainty. Mr. Bradner explained that both contracts span through mid-2029, encompassing the transition from Permit Support

to Program Delivery. By that point, design of several project facilities will be well underway, with construction slated to start in mid-FY 2028/29. These backbone contracts remain critical to advancing the project and a substantial increase in expenditures is expected.

He emphasized that Master Agreement capacity does not guarantee expenditure; DCA issues annual vendor Task Orders with defined scope, budget. Capacity under Master Agreements enables issuing those Task Orders without obligating funds at that ceiling. Task Orders collectively form each FY budget, which will be discussed at the next Finance Committee meeting. The Board approves the budget annually, generally at the June Board meeting. Internally, DCA develops draft Task Orders per the JEPA, shares them with DWR's Delta Conveyance Office (DCO) for input; ultimately, the Board adopts the FY budget. At year-end, any unspent Task Order funds return to DCA as each fiscal year stands alone. At fiscal year start, DCA issues a new set of Task Orders with fresh scope, budget. At closeout, DCA reconciles expenditures, explicitly carrying any necessary work into the next Task Order. Changes in scope or budget during the year follow a rigorous change management process, which may trigger additional Board or DWR approvals as defined in the JEPA and the Joint Powers Agreement (JPA).

Mr. Bradner continued by explaining that for contract capacity analysis, DCA employs two (2) complementary approaches. The first relied on actual expenditures through April 2025, associated staffing levels, and forecasts of future work based on the high-level schedule. The second leveraged the FY 2024/25 cost estimate, which detailed labor and soft costs by activity. Those estimates were integrated into a Master Schedule and truncated to June 2029 to determine the required funding for the identified scope. A 15% contingency on labor and soft costs from the FY 2024/25 estimate was applied, alongside a three (3) percent annual escalation to account for inflation between now and 2029.

Regarding the Jacobs contract, actual expenditures through April 2025 totaled \$81.8M of the \$93M capacity. Forecasted spending for the remainder of FY 2024/25 is \$5.4M, bringing the total to roughly \$87.2M and leaving about \$5M unspent. Forecasted expenditures for the next four (4) years range between \$31.6M and \$34.5M. Including the 15% contingency that yields an additional need of \$152.7M. Adding \$152.7M to \$87.2M results in approximately \$240M. Therefore, Mr. Bradner recommended amending the maximum contract capacity to \$245M.

For the Parsons contract, actual expenditures through February 2025 totaled \$31.7M of the \$40M capacity. Forecasted spending for the remainder of FY 2024/25 is \$3.2M, leaving about \$5M unspent. Forecasted expenditures for the next four (4) years increase from \$10.3M to \$18.8 M. Including a 15% contingency produces \$68.8M and adding \$34.9M for the unspent balance results in \$103.7M, rounded to \$110M. He reiterated that this represents a capacity ceiling, not an obligation of those funds.

Mr. Bradner turned to Mr. Brown for other contract term amendments.

Mr. Brown stated that administrative changes include updating agreement administrators from Kathryn Mallon to Graham Bradner and revising Key Personnel on both contracts.

Mr. Brown stated that several sections of the Jacobs contract are being adjusted, including Exhibit C, the Fee Schedule. The revisions will address the multiplier within the fee schedule. He also noted additional minor changes, such as updating the designated recipients for notices to reflect the new names in the agreement.

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

Recommendation: Approve Resolution Approving the Sixth Amendment to the Jacobs Engineering Group Inc. Agreement for Engineering Design Manager Services

Motion to Approve Passing Resolution Approving the Sixth Amendment to the Jacobs Engineering Group Inc. Agreement for Engineering Design Manager Services, as

Noted: Luna

Second: Estremera

Yeas: Milobar, Martin, Luna, Estremera, Plinski, Anabtawi, Weed

Nays: None

Abstains: None

Recusals: None

Absent: None

Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 25-05).

e) Adopt Resolution Approving the Fourth Amendment to the Parsons Transportation Group Inc. Agreement for Program Management and Associated Design and Construction Program Management Support Services

Approve Resolution

Mr. Bradner noted that the not-to-exceed amount was covered in the previous presentation.

DCA General Counsel, Josh Nelson, referenced the redline changes, a key modification in the agreement between Jacobs and Parsons involves the Fee Structure: Jacobs uses a

multiplier, while Parsons currently employs an all-in rate fee schedule. Minor adjustments to Exhibit C reflect efforts to standardize these exhibits for future years.

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

Recommendation: Approve Passing Resolution Approving the Fourth Amendment to the Parsons Transportation Group Inc. Agreement for Program Management and Associated Design and Construction Program Management Support Services

Motion to Approve Passing Resolution Approving the Fourth Amendment to the Parsons Transportation Group Inc. Agreement for Program Management and Associated Design and Construction Program Management Support Services, as

Noted: Martin
Second: Estremera
Yeas: Milobar, Martin, Luna, Estremera, Plinski, Anabtawi, Weed
Nays: None
Abstains: None
Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 25-06).

f) Adopt Resolution Approving the Third Amendment to the AECOM Technical Services, Inc. Agreement for Geotechnical and Fieldwork Services

Adopt Resolution

Mr. Bradner informed the Board that this item does not involve a contract Capacity Amendment but instead concerns the terms of the Agreement, specifically administrative provisions to ensure consistency among contracts as the Board addresses the other two (2) amendments. He noted the contract is being presented with redline changes but without a not-to-exceed amendment.

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

Recommendation: Adoption of Resolution Commending and Thanking Dan Flory for His Service on the Board

Motion to Approve Adoption of Resolution Commending and Thanking Dan Flory for His Service on the Board, as

Noted: Luna
Second: Estremera
Yeas: Milobar, Martin, Luna, Estremera, Plinski, Anabtawi, Weed
Nays: None
Abstains: None
Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 25-07).

g) Adopt Resolution Approving the First Amendment to the Best Best & Krieger LLP for General Counsel Professional Services

Adopt Resolution

Mr. Bradner stated that this item is a time-only extension. No capacity increase is required, but the contract term will need to be extended by an additional five (5)-year term, through FY 2029/30. He requested Board approval for the extension.

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

Recommendation: Adoption of Approving the First Amendment to the Best Best & Krieger LLP for General Counsel Professional Services

Motion to Approve Adoption of Approving the First Amendment to the Best Best & Krieger LLP for General Counsel Professional Services, as

Noted: Plinski
Second: Estremera
Yeas: Milobar, Martin, Luna, Estremera, Plinski, Anabtawi, Weed
Nays: None
Abstains: None
Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 25-08).

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

Mr. Nelson reported two (2) items not listed in the written report. First, he expressed appreciation for the Board's approval of their contract amendment and his commitment to continued excellent service. Second, Mr. Nelson confirmed that the Governor's trailer bill proposal, intended to fast-track the DCP, is being monitored on an ongoing basis. Upon the release of specific bills, letters of support will be prepared in alignment with the action taken by the Board last week.

President Milobar commended Nelson's performance as excellent throughout prior meetings.

No comments or questions were received from the Board.

b. DCP Communications Report

DWR's Communications Manager, Janet Barbieri, presented to the Board that DCA's communications efforts are continuing including for participation at the American Water Works Association Conference (ACWA) in Anaheim, followed by the SCWC luncheon in Temecula. Ms. Barbieri stated that DCA had attended the ACWA conference in Monterey, where staff hosted a project briefing and staffed an exhibition hall booth to provide information to attendees.

She continued that new fact sheets were now available for Antelope Valley East Kern Water Agency (AVEK) and ACWD. Ms. Barbieri added that a cost-containment overview fact sheet had gone live, highlighting DCA's role in controlling project costs.

Ms. Barbieri mentioned the press release supporting the Governor's trailer bill language had been issued, and she noted the Governor's office release had referenced the Board's action from the prior week. She said DCA's Communications team continued to support inquiries about the trailer bill, handle press requests, and provide updates during committee hearings.

Ms. Barbieri stated the Missed Opportunities figures are updated. This theoretical analysis shows if the DCP were operational today, 952,000 acre-feet could have been captured and moved. A new Fact Sheet will be released soon showing totals for the last four (4) years.

This background information clarifies the system's capabilities, potential benefits of the DCP.

CPOD hearing recaps are now posted on the website after each testimony panel, with updates available online. She then reminded the Board that the annual progress report, covering 2019 through 2024, remained accessible as a comprehensive project summary.

Ms. Barbieri concluded with noting that the Environmental Justice Outreach team had attended roughly 60 Delta events, reaching approximately 20,000 attendees via tabling at farmers markets and festivals. The outreach effort had proven to be a valuable communication tool.

No comments or questions were received from the Board.

c. DWR Environmental Report

Mr. Bradner noted that Mr. Nelson's legal update and Ms. Barbieri's communications update had addressed relevant environmental report items.

Mr. Nelson thanked Director Luna and Mr. Bradner for providing a policy statement at the CPOD hearing on Monday.

Mr. Bradner added that Ms. Nemeth had likewise provided policy statements and thanked Ms. Nemeth and Director Luna.

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

d. Verbal Reports, if any

No verbal reports were received.

9. FUTURE AGENDA ITEMS:

Director Luna asked that future agendas include sustainability topics when the time is appropriate, given the volume of ongoing work.

Mr. Bradner agreed, noting that milestones would accelerate and reaffirmed that updates would be scheduled accordingly.

Ms. Barbieri added that a suite of supporting materials on sustainability was forthcoming.

President Milobar asked if associated costs will be addressed.

Mr. Bradner confirmed that costs would be included, ensuring a well-rounded discussion on the role of sustainability in the DCP.

Director Luna introduced a legal matter for Mr. Nelson regarding Alternate Directors attending closed sessions. He described it as an opportunity for alternates to gain necessary insight. He asked that it be placed on a future agenda.

Mr. Nelson agreed.

Alternate Director Palmer thanked Director Luna for bringing this item up for discussion, as it has been a topic of great interest to her for quite some time.

10. ADJOURNMENT:

President Milobar adjourned the meeting at 3:32 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 84449923962#, <https://dcdca-org.zoom.us/j/84449923962?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

June 2025

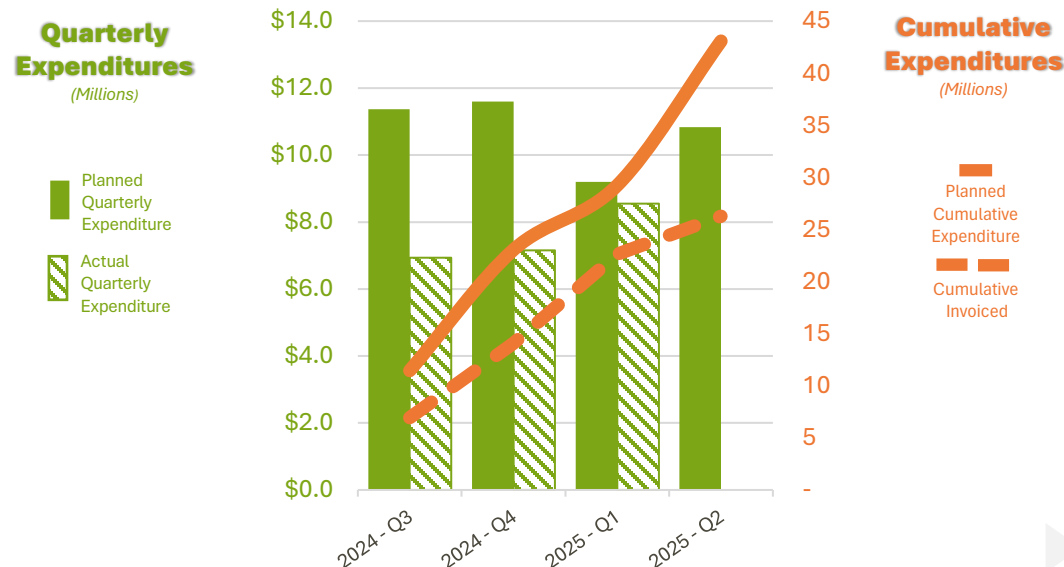
(Activities in May)

Section 1 | Status-at-a-Glance

SUMMARY OF DCA FOCUS AREAS

- Engineering and Environmental support to DWR for ongoing permit efforts including 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



OUTREACH ACTIVITIES

- Conducted outreach at various industry conferences, including **Association of California Water Agencies** (ACWA), **California Water Association** (CWA), **Association of Women in Water, Energy and Environment** (AWWEE), **Water Wise Breakfast-CWA of Ventura County**, and **Rapid Excavation and Tunneling Conference** (RETC).
- **Social media** as of May 31, 2025
 - 369 Posts
 - 1,232,277 Total impressions
 - 6.3% increase in impressions since March 31, 2025

PERFORMANCE AND METRICS

- FY24/25 Budget: \$43.0M; total committed \$34.7M; \$26.3M incurred
- Financial Performance: EAC = \$32.9M; 23% under total budget
- Work Progress : 81% complete vs. 76% spent (of committed budget)
- SBE/DVBE Participation: 13% of committed contracts; 9% invoiced

PROCUREMENTS

- Employee Assistance Program
- Executive Strategic Support Services
- Primavera P6 Cloud Hosting
- Various Business Services

Section 2 | Program 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.

Develop master schedule to include all program functions for overall planning and tracking.

Finalize and issue the Basis of Design Report and Class 3 Cost Estimate Workplan.

Collaborate and with Project Support team in developing and implementing the Preliminary Baseline Schedule Management approach.

Workplan and detailed outline for Basis of Design Report due end of June 2025.

Detailed outlines for Design Standards due end of June 2025.

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

FIELD EXPLORATION

Support DWR to address CEQA coverage for additional fieldwork.

Assist with coordination of Real Estate efforts and TEP prioritization.

Assist geotechnical and environmental data managers developing the Data Management Plan.

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

Collaborate with environmental liaison to describe CEQA compliance for additional fieldwork.

Work with environmental liaison and DCO to compile a list of explorations for ITP modification.

Survey Plan due by end of June 2025.

2024 Geotechnical Data Report due by end of June 2025.

Reusable Tunnel Material testing results due end of June 2025.

Submission of updated exploration and testing work procedures postponed until fieldwork resumes.

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 right of way surveying requirements and activities for FY2025/26.

Impacted parcels, 485 parcels, ordered 283 title reports and have received 178 title reports.

Property acquisition refinements for potentially affected parcels by the end of June 2025.

ENVIRONMENTAL

Develop a Tracking/Reporting Tool for environmental commitments.

Providing engineering information to DCO for ongoing environmental documentation and permit applications.

Continue tracking Change of Point of Diversion hearings at the State Water Resources Control Board.

In coordination with DCO, preparing Project-wide Environmental Compliance Plan for conceptual design through construction phases.

Expanding conceptual design of Compensatory Mitigation features on Bouldin Island and I-5 Ponds.

Completion of environmental commitment information for each construction feature by Q3/2025.

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

Provide information to DCO for development of ongoing environmental documentation and permit applications throughout 2025.

PROGRAM MILESTONES

J
2025

F

M

A

M

J

Today

◆ ITP rec'd

◆ CPOD Hearings Begin

◆ BODR outline
◆ Procurement docs
◆ ROW refinements
◆ 2024 GDR
◆ RTM Study
◆ Survey Plan

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.

Evaluating and documenting existing procedures for all Divisions and identifying future needs and refinements.

Evaluating current sustainability baseline and considering decision process and timeline to develop program sustainability plan.

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

Updated sustainability strategy presented to Board of Directors at May 2025 board meeting. Updated Sustainability Strategy Report due by end of June 2025

Documentation of process diagrams due by end of June 2025

COMMUNICATIONS

Development of new 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.

Continued work on Sustainability Brochure and Video, and Cost Containment Video.

Continued work on SWP Fact Sheet for San Bernardino Valley Water Conservation District.

Maintained social media and digital outreach.

Completed Cost Containment Fact Sheet in May 2025.

Completed member agency Fact Sheets for Antelope Valley East Kern (AVEC) and Alameda County Water District.

Completed participating agency Fact Sheet for San Luis Obispo County Flood Control and Water District.

Finalized work on By the Numbers Fact Sheet.

LEGAL

Continue supporting DCA and DWR legal needs.

Assist Program Support and Executive Office functions with procurement and contract management efforts.

Agreement amendments for major vendors (AECOM, Jacobs, and Parsons) approved by the Board of Directors at the May 2025 board meeting.

EXECUTIVE OFFICE

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

Planning for and participating in industry events to provide project updates.

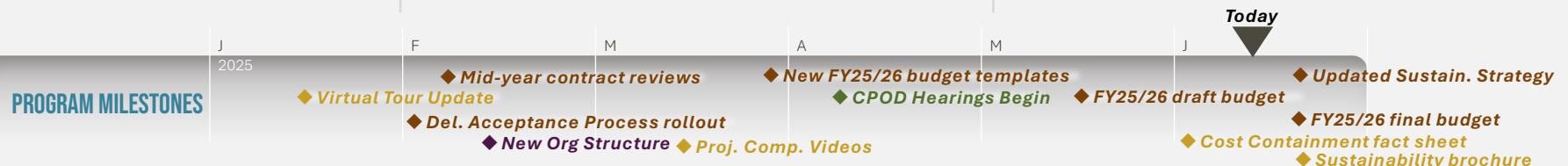
Presented draft FY25/26 budget to the Finance Committee in May 2025; review and refine the proposed FY25/26 scope and budget for June Finance Committee and Board of Directors meetings.

Initiated Executive Support Services contract negotiations.

Final review of FY25/26 budget by Finance Committee on June 12, 2025.

Present FY25/26 budget to DCA Board of Directors for approval on June 18, 2025.

Seek approval from the DCA Board of Directors to execute three contracts for the Executive Support Services.

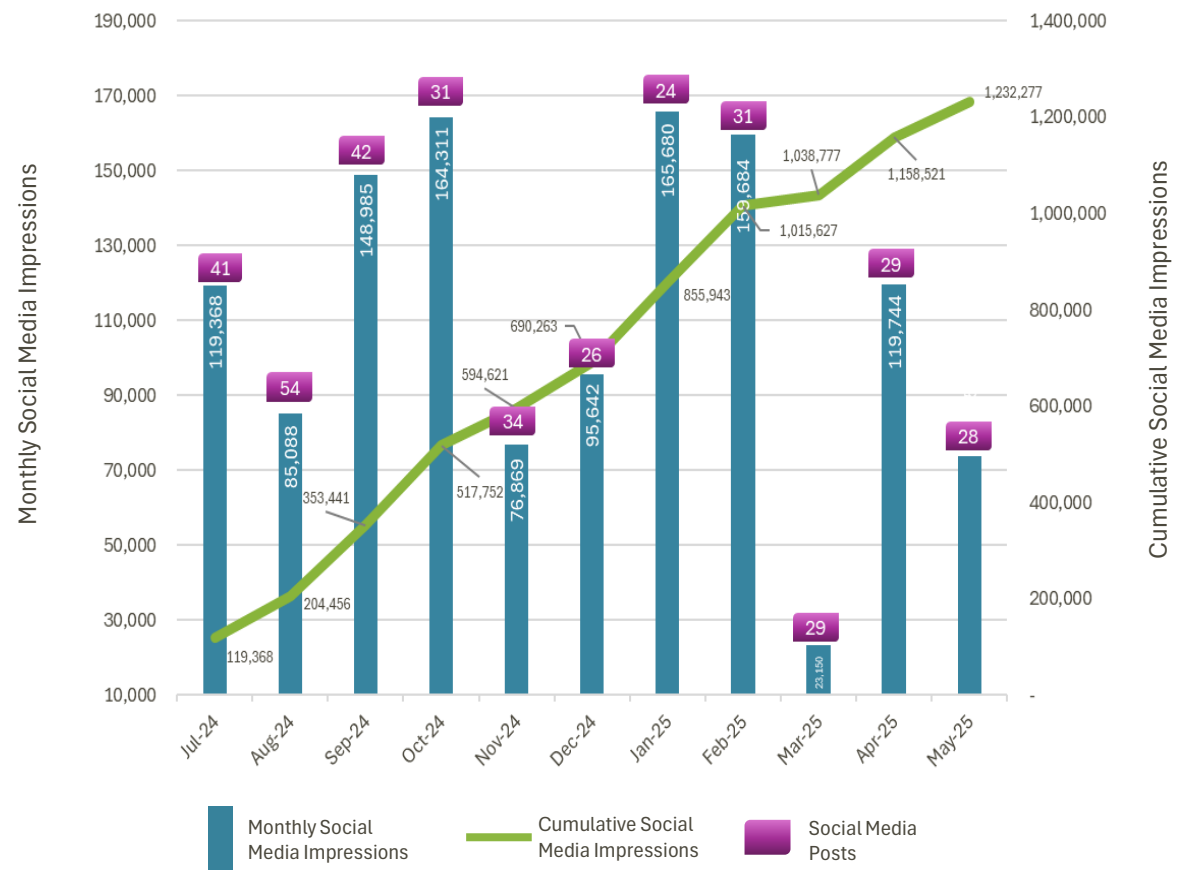


Section 2 | Outreach Highlights

- ✓ **Sustainability – Finalized brochure and video, updated presentation**
- ✓ **Cost Containment – Progressed video**
- ✓ **Worked with PWA's to complete and post agency-specific fact sheets in three languages**



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 \$32.9M (Table 1), \$10.1M under our approved budget. The new EAC reflects in-progress refinements to the overall program scope and budget for the remainder of FY24/25. The DCA has incurred \$26.3M in expenditures through the end of May (details in Table 2) and has committed a total of \$34.8M (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
Program Management Office						
Executive Office	\$ 4,939,700	\$ 4,939,700	\$ 3,070,421	\$ 1,975,187	\$ 2,422,721	\$ (2,516,979)
Community Engagement	1,224,600	1,224,600	1,131,320	891,534	1,084,320	(140,280)
Program Controls	4,905,500	4,905,500	5,557,306	4,388,227	5,471,306	565,806
Administration	3,535,700	3,535,700	3,719,166	3,277,810	3,696,717	161,017
Procurement and Contract Administration	762,900	762,900	762,490	524,682	762,490	(410)
Property	1,028,300	1,028,300	1,179,879	429,181	794,104	(234,196)
Permitting Management	1,254,600	1,254,600	1,279,493	498,299	639,493	(615,107)
Health and Safety	431,600	431,600	431,592	334,191	431,592	(8)
Quality Management	698,600	698,600	623,160	335,688	323,160	(375,440)
Sustainability	501,500	501,500	494,292	367,260	494,292	(7,208)
Engineering Management	-	-	570,000	277,882	235,000	235,000
Geotechnical Management	444,300	444,300	419,230	297,448	359,230	(85,070)
Survey and Mapping	-	-	195,000	84,467	140,000	140,000
Program Initiation						
Engineering	\$ 13,938,700	\$ 13,938,700	\$13,138,522	\$ 11,162,038	\$ 14,554,522	\$ 615,822
Program Delivery						
Project Delivery	\$ 9,334,200	\$ 9,334,200	\$ 2,196,989	\$ 1,461,141	\$ 1,536,989	\$ (7,797,211)
	\$ 43,000,200	\$ 43,000,200	\$34,768,861	\$ 26,305,036	\$ 32,945,938	\$ (10,054,262)

[more >](#)

Section 3 | Budget Detail

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

Work Breakdown Structure	Original Budget	Current Budget	Current Commitments	Pending Commitment Changes	Actuals Received	Remaining Budget	% of Budget Incurred	Estimate At Completion	Variance (Surplus)/Deficit
Delta Conveyance	\$ 43,000,200	\$ 43,000,200	\$ 34,768,861	\$ -	\$ 26,305,036	\$ 16,695,164	76%	\$ 32,945,938	\$ (10,054,262)
Executive Office	4,939,700	4,939,700	3,070,421	-	1,975,187	2,964,513	64%	2,422,721	(2,516,979)
Executive Office	1,974,700	1,974,700	1,954,006	-	1,494,044	480,656	76%	1,754,006	(220,694)
Legal	497,200	497,200	497,162	-	213,485	283,715	43%	282,162	(215,038)
Audit	18,000	18,000	-	-	-	18,000	0%	-	(18,000)
Treasury	338,000	338,000	347,513	-	163,985	174,015	47%	202,513	(135,487)
Human Resources	258,800	258,800	271,740	-	103,674	155,126	38%	141,740	(117,060)
Undefined Allowance	1,853,000	1,853,000	-	-	-	1,853,000	0%	42,300	(1,810,700)
Community Engagement	1,224,600	1,224,600	1,131,320	-	891,534	333,066	79%	1,084,320	(140,280)
Management	456,800	456,800	648,555	-	511,011	(54,211)	79%	633,555	176,755
Community Coordination	250,000	250,000	-	-	-	250,000	0%	-	(250,000)
Outreach	517,800	517,800	482,765	-	380,523	137,277	79%	450,765	(67,035)
Program Controls	4,905,500	4,905,500	5,557,306	-	4,388,227	517,273	79%	5,471,306	565,806
Management	651,000	651,000	688,169	-	544,614	106,386	79%	687,169	36,169
Cost Management	843,600	843,600	1,146,867	-	933,566	(89,966)	81%	1,146,867	303,267
Schedule Management	1,688,800	1,688,800	1,908,454	-	1,254,643	434,157	66%	1,823,454	134,654
Document Management	481,400	481,400	459,840	-	324,969	156,431	71%	459,840	(21,560)
Governance	911,300	911,300	1,024,816	-	1,037,039	(125,739)	101%	1,024,816	113,516
Asset Management	329,400	329,400	329,160	-	293,396	36,005	89%	329,160	(240)
Administration	3,535,700	3,535,700	3,719,166	-	3,277,810	257,890	88%	3,696,717	161,017
Management	948,700	948,700	963,840	-	813,060	135,640	84%	963,840	15,140
Facilities	1,496,200	1,496,200	1,586,601	-	1,480,855	15,345	93%	1,539,153	42,953
Information Technology	1,090,800	1,090,800	1,168,725	-	983,894	106,906	84%	1,193,725	102,925
Procurement and Contract Administratio	762,900	762,900	762,490	-	524,682	238,218	69%	762,490	(410)
Procurement Management	762,900	762,900	762,490	-	524,682	238,218	69%	762,490	(410)
Property	1,028,300	1,028,300	1,179,879	-	429,181	599,119	36%	794,104	(234,196)
Property Agents	501,200	501,200	151,587	-	33,641	467,559	22%	40,892	(460,308)
Temporary Entrance Permits	477,100	477,100	377,042	-	190,799	286,301	51%	251,962	(225,138)
Land Purchase	-	-	550,000	-	103,491	(103,491)	19%	400,000	400,000
Court Ordered Entry	50,000	50,000	101,250	-	101,250	(51,250)	100%	101,250	51,250

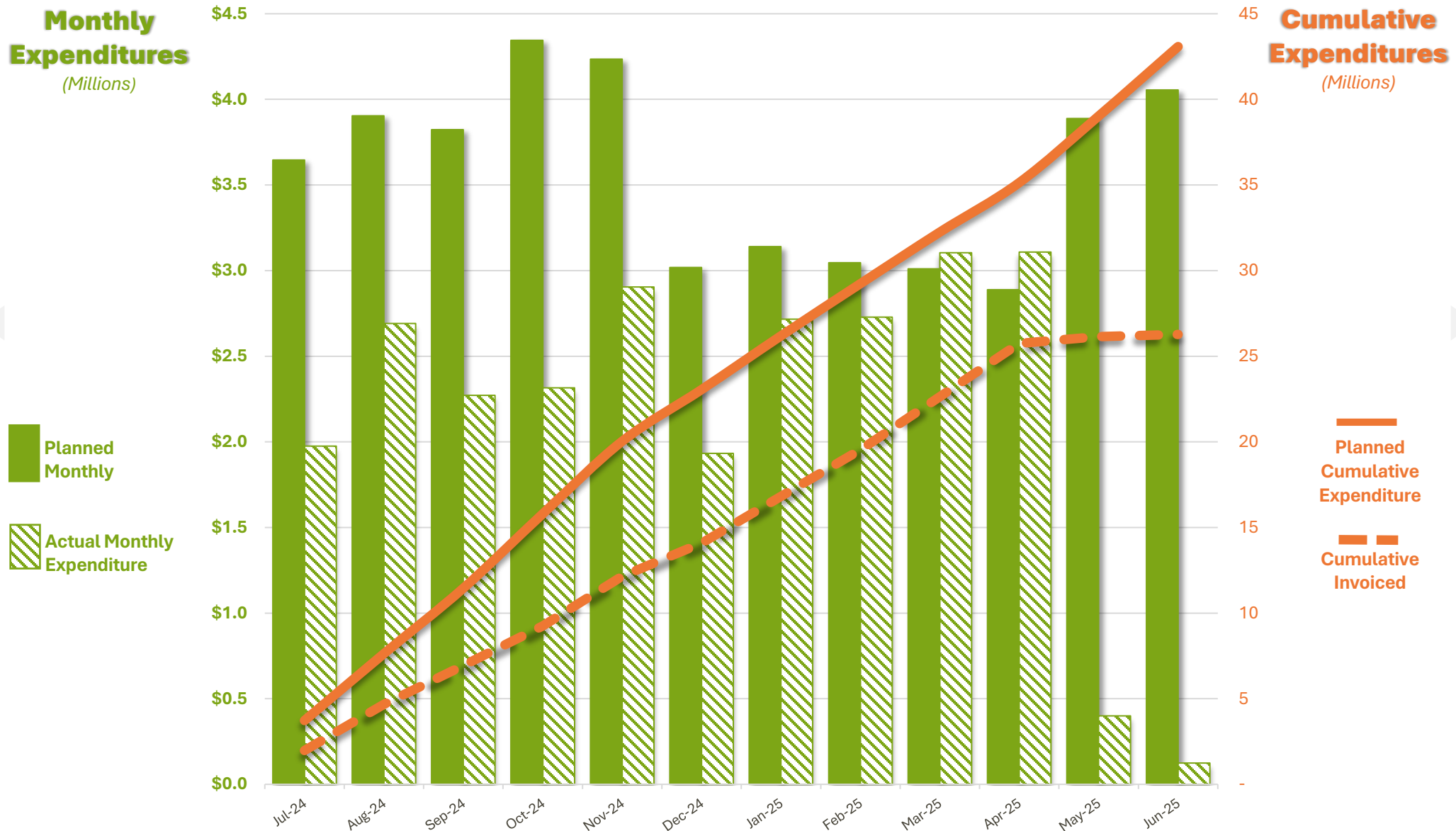
Section 3 | Budget Detail *continued*

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

Work Breakdown Structure	Original Budget	Current Budget	Current Commitments	Pending Commitment Changes	Actuals Received	Remaining Budget	% of Budget Incurred	Estimate At Completion	Variance (Surplus)/Deficit
Permitting Management	1,254,600	1,254,600	1,279,493	-	498,299	756,301	39%	639,493	(615,107)
Management	534,700	534,700	759,686	-	445,112	89,588	59%	584,686	49,986
Permit Monitoring and Compliance	719,900	719,900	519,807	-	53,187	666,713	10%	54,807	(665,093)
Health and Safety	431,600	431,600	431,592	-	334,191	97,409	77%	431,592	(8)
Management	431,600	431,600	431,592	-	334,191	97,409	77%	431,592	(8)
Quality Management	698,600	698,600	623,160	-	335,688	362,912	54%	323,160	(375,440)
Management & Auditing	698,600	698,600	623,160	-	335,688	362,912	54%	323,160	(375,440)
Sustainability	501,500	501,500	494,292	-	367,260	134,240	74%	494,292	(7,208)
Management	501,500	501,500	494,292	-	367,260	134,240	74%	494,292	(7,208)
Engineering Management	-	-	570,000	-	277,882	(277,882)	49%	235,000	235,000
Program Delivery Planning	-	-	570,000	-	277,882	(277,882)	49%	235,000	235,000
Geotechnical Management	444,300	444,300	419,230	-	297,448	146,852	71%	359,230	(85,070)
Management	444,300	444,300	419,230	-	297,448	146,852	71%	359,230	(85,070)
Survey and Mapping Management	-	-	195,000	-	84,467	(84,467)	43%	140,000	140,000
Management	-	-	195,000	-	84,467	(84,467)	43%	140,000	140,000
Engineering	13,938,700	13,938,700	13,138,522	-	11,162,038	2,776,662	85%	14,554,522	615,822
Management & Administration	1,141,900	1,141,900	1,496,843	-	1,072,500	69,400	72%	1,486,843	344,943
Facility Studies	5,657,900	5,657,900	8,017,838	-	8,191,681	(2,533,781)	102%	9,817,838	4,159,938
Project Definition Reports	6,937,300	6,937,300	1,247,283	-	1,336,376	5,600,924	107%	1,338,283	(5,599,017)
Basis of Design Reports	-	-	2,200,000	-	473,024	(473,024)	22%	1,805,000	1,805,000
Permit Engineering Support	201,600	201,600	176,557	-	88,457	113,143	50%	106,557	(95,043)
Project Delivery	9,334,200	9,334,200	2,196,989	-	1,461,141	7,873,059	67%	1,536,989	(7,797,211)
Project Geotechnical	9,334,200	9,334,200	1,851,989	-	1,395,808	7,938,392	75%	1,451,989	(7,882,211)
Project Surveying and Mapping	-	-	345,000	-	65,333	(65,333)	19%	85,000	85,000

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
Delta Conveyance	\$	34,768,861	\$	26,305,036	76%
e-Builder, Inc.	\$	156,304	\$	156,304	100%
Jacobs Engineering Group	\$	16,702,031	\$	13,002,726	78%
Hamner, Jewell & Associates	\$	58,284	\$	6,384	11%
Bender Rosenthal, Inc.	\$	803,453	\$	222,014	28%
Associated Right of Way Services, Inc.	\$	34,911	\$	3,243	9%
Psomas	\$	345,000	\$	65,333	19%
Parsons	\$	9,521,105	\$	7,291,191	77%
Prime US-Park Tower, LLC	\$	1,362,382	\$	1,333,841	98%
110 Holdings dba Launch Consulting, LLC	\$	371,864	\$	317,907	85%
VMA Communications, Inc.	\$	834,521	\$	712,183	85%
JAMBO-Silvacom LTD	\$	34,920	\$	34,920	100%
Best Best & Krieger	\$	497,162	\$	213,485	43%
Metropolitan Water District of S. California	\$	536,142	\$	182,560	34%
Dept of Water Resources	\$	151,250	\$	130,270	86%
AECOM Technical Services	\$	1,851,989	\$	1,395,808	75%
Gwendolyn Buchholz, Permit Engineer Inc	\$	150,000	\$	127,225	85%
IRIS Intelligence, LLC	\$	27,830	\$	27,830	100%
Alliant Insurance	\$	27,549	\$	27,549	100%
Consolidated Communications, Inc.	\$	36,000	\$	31,344	87%
AT&T	\$	34,449	\$	21,835	63%
Caltronics Government Services	\$	37,700	\$	30,678	81%
AVI-SPL LLC	\$	120,293	\$	91,622	76%
Bradner Consulting LLC	\$	611,271	\$	559,194	91%
Miles Treaster & Associates	\$	18,000	\$	13,440	75%
onPar Advisors LLC	\$	62,883	\$	62,883	100%
Matthew Ian Keogh	\$	15,600	\$	3,673	24%
LuxBus America	\$	25,000	\$	1,921	8%
Lucas Public Affairs, LLC	\$	125,980	\$	76,364	61%
Mythics VIII, LLC	\$	33,349	\$	33,349	100%
Morrison Engineering, LLC	\$	74,999	\$	70,400	94%
Agreements <\$15k	\$	106,642	\$	57,562	54%

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

SBE/DVBE Participation Status

Delta Conveyance SBE/DVBE Participation									
DCP Overview									
Total Delta Conveyance Commitment	Total Delta Conveyance Invoiced	Total SBE Commitment	Total DVBE Commitment	Total SBE Invoiced	Total DVBE Invoiced	SBE Total % Committed	DVBE Total % Committed	SBE Total % Invoiced	DVBE Total % Invoiced
\$34,768,861	\$26,305,036	\$4,659,800	\$0	\$2,424,325	\$0	13%	0%	9%	0%
SBE/DVBE Vendor Detail									
Prime	Sub Consultant	SBE Status	Prime Commitment	Prime Invoiced to Date	SBE/DVBE Commitment	SBE/DVBE Invoiced to Date	SBE/DVBE % Committed	SBE/DBVBE % Invoiced	
AECOM			\$1,851,989	\$1,395,808	\$138,172	\$29,559	7.5%	2.1%	
	ISI	SBE			\$91,827	\$7,134	5.0%	0.5%	
	WRES	SBE			\$46,345	\$22,425	2.5%	1.6%	
Associated Right of Way Services		SBE	\$34,911	\$3,898	\$34,911	\$3,898	100.0%	100.0%	
Bender Rosenthal, Inc		SBE	\$803,453	\$222,014	\$803,453	\$222,014	100.0%	100.0%	
Caltronics Government Services		SBE	\$37,700	\$30,678	\$37,700	\$30,678	100.0%	100.0%	
Hamner, Jewell & Associates		SBE	\$58,284	\$6,384	\$58,284	\$5,343	100.0%	100.0%	
Lucas Public Affairs			\$125,980	\$76,364	\$22,260	\$1,855	17.7%	2.4%	
	Lunia Blue	SBE			\$22,260	\$1,855	17.7%	2.4%	
Jacobs Engineering Group			\$16,702,031	\$13,002,726	\$770,000	\$242,949	4.6%	1.9%	
	SRMK	SBE			\$80,000	\$71,533	0.5%	0.6%	
	JMA	SBE			\$400,000	\$89,352	2.4%	0.7%	
	Peter Wiseman	SBE			\$20,000	\$0	0.1%	0.0%	
	Robert Marshall	SBE			\$10,000	\$1,600	0.1%	0.0%	
	REY Engineers	SBE			\$260,000	\$80,464	1.6%	0.6%	
Parsons			\$9,521,105	\$7,291,191	\$2,013,920	\$1,277,601	21.2%	17.5%	
	Chaves	SBE			\$2,013,920	\$1,277,601	21.2%	17.5%	
VMA Communications		SBE	\$834,521	\$712,183	\$781,100	\$610,428	93.6%	85.7%	
	Diana Orozco & Associates	SBE			\$559	\$559	0.1%	0.1%	

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
Primavera P6 Cloud Hosting Services							
SaaS Agreement	\$68,888.24	\$0	TBD	TBD	24-Dec	25-Jun	5 year
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
Insurance Services							
Services & Consulting	\$50,000	\$50,000	\$50,000	Direct Contract	25-Feb	25-Jul	5 year
Transportation Services							
General Services	\$10,000	\$5,000	\$5,000	Direct Contract	25-Feb	25-Feb	4 month
Transportation Services							
General Services	\$100,000	\$75,000	\$75,000	Direct Contract	25-Feb	25-Jul	4 years
Employee Assistance Program							
General Services	\$30,400	\$30,400	TBD	Direct Contract	25-Jul	25-Jul	5 years

Completed Procurements

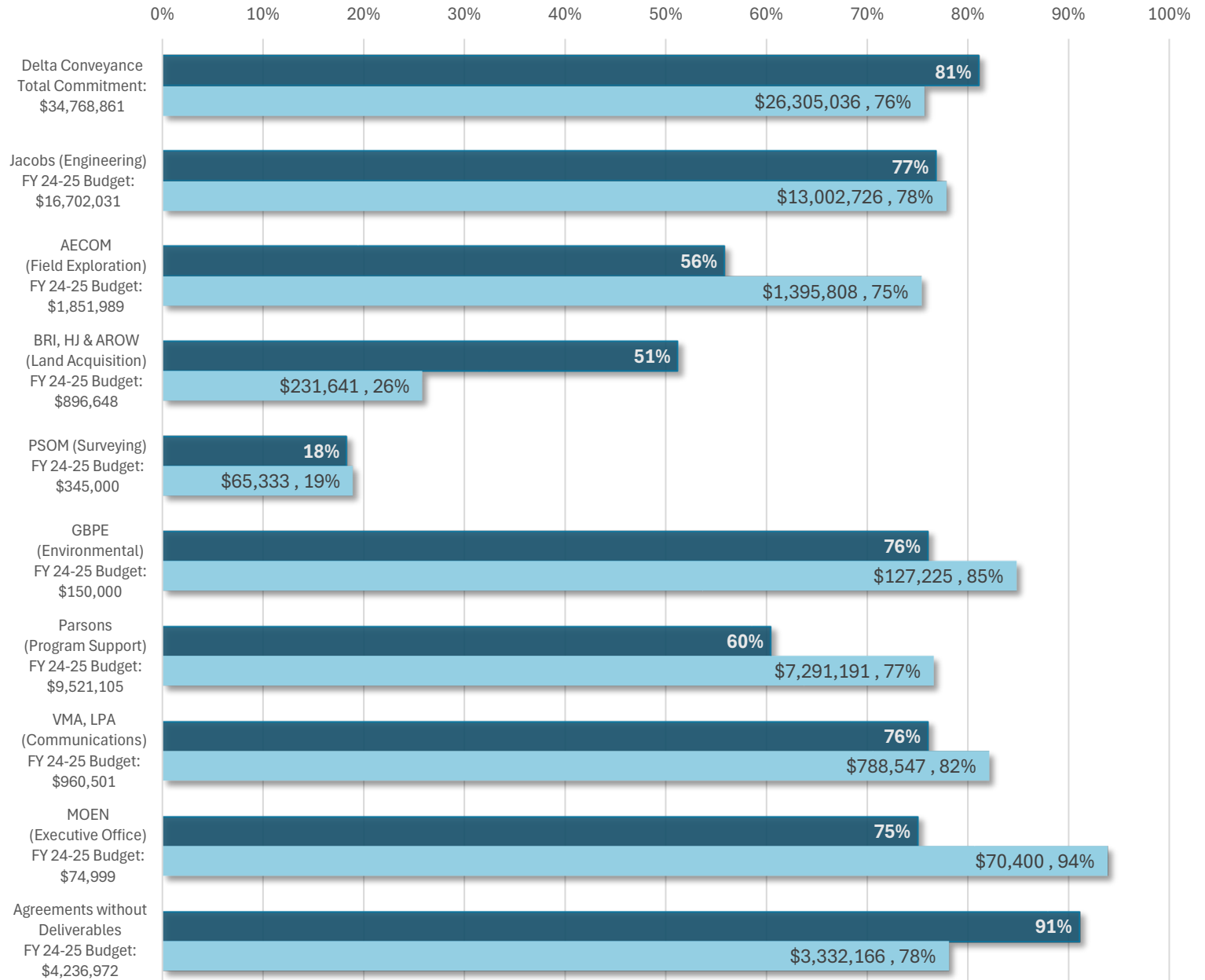
Procurement Name	Commitment Value	Term
Primavera P6 User Licenses	\$33,349	6/06/2025 - 06/05/2026

Section 7 | Fiscal Year Progress

Deliverable Status as of 3/31/2025

Deliverable Variance of Note:

- Morrison Engineering (MOEN) – invoice for month ending 5/31/25 has been received and is currently being processed; deliverable % complete will be updated to 100% upon full invoice approval.



Board Memo

Contact: Graham Bradner, Executive Director

Date: June 18, 2025, Board Meeting

Item No. 7b

Subject:

Consider Passing Resolution Adopting Amendments to the Delta Conveyance Design and Construction Authority Allowable Travel Expenses Policy

Executive Summary:

Staff recommends that the Board approve the amended Allowable Travel Expenses Policy.

Detailed Report:

In 2020, the Board approved Amendment No. 2 (Amendment) to the Joint Exercise of Powers Agreement (JEPA). In part, this Amendment allows the DCA to adopt and utilize a travel policy for its contractors and consultants (Policy). This policy must be approved by the Board of Directors by resolution and then forwarded to the Department of Water Resources (DWR).

In June 2020, the Board adopted an initial Policy that was subsequently approved by DWR. Of note, the Policy utilized a “multiplier” approach for travel and similar other direct costs. This added a multiplier to the rate charged by a consultant or contractor to reimburse them for their travel and other direct costs. This multiplier was negotiated with each contractor at the beginning of the contract or issuance of an applicable task order.

As the DCA looks to prepare for future Delta Conveyance Project implementation, the DCA has modified its rate approach. Beginning next fiscal year, most vendors will receive more traditional expense reimbursement. Some vendors will still utilize a multiplier, but the multiplier will not include travel and other direct costs. These will be reimbursed as incurred. To facilitate this transition, the DCA will need to update its travel policy.

Enclosed is the proposed amended policy. The most important change is that this version defaults to a traditional reimbursement approach (as opposed to the prior policy’s preference for an “all-in” multiplier). In addition, the policy makes various changes to reflect best practices. Some of these changes are highlighted below:

- GSA Approach: The policy generally uses federal General Services Administration (GSA) rates and per diem amounts.
- Per Diem vs. Actuals: To help streamline administration of expenses, the policy defaults to GSA per diem amounts for meals and similar expenses. This will be used instead of actual reimbursements subject to a daily cap.
- DCA Hotel Rates: The policy generally caps lodging rates at the federal GSA rate for the location. This has been problematic in Sacramento as the GSA rate is generally much lower than market rates. The DCA has negotiated lower contract rates for a number of hotels near the office. The policy would allow vendors to use these DCA contract rates.

The enclosed resolution adopts the proposed amended Allowable Travel Expenses Policy. A redline is enclosed for reference.

Recommended Action:

Adopt the attached Resolution approving the amended Allowable Travel Expenses Policy.

Attachments:

Attachment 1 - Draft Resolution 25-XX

Exhibit A – Travel Policy (Clean)

Attachment 2 - Allowable Travel Expenses Policy (Redline)

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 25-XX

Introduced by Director xxxx

Seconded by Director xxxx

ADOPTING AMENDMENTS TO THE ALLOWABLE TRAVEL EXPENSES POLICY

Whereas, consistent with best practices and Section 6(b) and Section 12 of Exhibit F of the amended Joint Exercise of Powers Agreement (JEPA), the Board of Directors wishes to adopt an allowable travel expenses policy;

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

1. The Board of Directors hereby adopts the Allowable Travel Expenses Policy (Policy) attached to this Resolution as Exhibit A and incorporated by this reference.
2. The Executive Director is authorized and directed to amend all existing consultant and similar agreements to ensure that such agreements are consistent with the provisions of this Policy. The Agreement Administrator is authorized and directed to make such amendment for the Management Partners agreement.
3. This Resolution is effective upon its adoption and shall be transmitted to the Department of Water Resources as required by the JEPA.

* * * * *

This Resolution was passed and adopted this 18th day of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

**AMENDMENTED DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY ALLOWABLE
TRAVEL EXPENSES POLICY**

[attached behind this page]



ALLOWABLE TRAVEL EXPENSES POLICY

ADMINISTRATION AND OVERVIEW

The Delta Conveyance Design and Construction Authority (DCA) is required by the Joint Exercise of Powers Agreement, as amended, with the Department of Water Resources (DWR) to adopt a travel expenses reimbursement policy. The DCA must reimburse consultants, contractors and/or vendors (Vendors) for their expenses pursuant to such policy. This Allowable Travel Expenses Policy (Policy) is intended to meet that requirement.

The DCA expects Vendors to comply with the terms of this Policy. This Policy outlines two options for allowable travel expenses: (I) reimbursement for actual expenses after incurred and (II) reimbursement for estimated expenses through an inclusive billing rate or unit cost. The Vendor's agreement and/or applicable task order shall identify whether and how expenses will be reimbursed. This will determine whether Option I, Option II, or a combination will apply. In all cases, time spent in travel shall not be compensable unless services are performed during such travel.

The Executive Director shall be responsible for administering this Policy and may approve exceptions or modifications to the Policy. The Executive Director shall develop, update, and maintain procedures, forms, and other template documents to assist in the administration of this Policy. All DCA approvals required or permitted under this Policy shall be provided by the Executive Director. As it relates to the Executive Director, the President of the Board of Directors shall be responsible for any approvals. The Executive Director may delegate their authority under this Policy to other DCA staff consistent with other applicable policies and procedures.

The following expenses shall not be reimbursed and shall not be included in any estimated expenses submitted to DCA:

- The personal portion of any trip;
- Political contributions or events;
- Travel companion expenses, including spouse, friend, or partner expenses when accompanying a member on DCA-related travel, as well as children- or pet-related expenses;
- Charitable contributions;

- Social or other recreational events, unless the event has a direct relationship to DCA service by the Vendor and has been approved by DCA;
- Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- Non-mileage automobile expenses incurred, including repairs, traffic citations, or insurance;
- Personal losses incurred while on DCA travel (e.g., theft or property destruction);
- Alcoholic beverages;
- Expediting fees for last minute travel arrangements, without proper justification and approval by the DCA.

OPTION I – ACTUAL EXPENSES

Under Option I, Vendors shall receive reimbursement for actual expenses after they are incurred.

BILLING AND SUPPORTING DOCUMENTS

Vendors shall submit all supporting documents (receipts, invoices, travel itineraries, etc.) for each expense listed below, unless otherwise stated. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified. Receipts should include form of payment and be legible. Failure to submit accurate and complete supporting documents may result in less than full reimbursement for travel expenses. Where receipts are not required to be submitted with the monthly invoice, Vendors shall keep receipts on file for audit purposes consistent with Federal Acquisition Regulations. If Vendor is missing, is unable to obtain, or has lost a receipt, Vendor shall provide additional information as determined by DCA.

FEDERAL GENERAL SERVICE ADMINISTRATION (“GSA”)

Expense reimbursements in this Policy are generally based on the GSA rates and policies. GSA resources can be located on the GSA website at: <https://www.gsa.gov/travel>. In the event of a conflict between GSA policies and this Policy, this Policy shall control.

MEALS & INCIDENTAL EXPENSES (M&IE)

Meal and incidental expenses (“M&IE”) while on a travel status will be reimbursed at the per diem rate based on the GSA published rate for locations. Receipts are not required for M&IE reimbursements. If the DCA requests weekend work assignments, per diem shall be reimbursed.

M&IE includes tax and gratuities, and no separate reimbursement will be made for those costs.

Trips of 24 Hours or More: As set by the GSA, DCA will reimburse a daily per diem rate equal to the GSA rate for meals and incidental expenses including taxes and gratuity. Specific GSA maximum M&IE per diem rates are assigned to designated locations within each state. The per diem rates are updated annually effective October 1st and provided online at the GSA web site <https://www.gsa.gov/travel>.

- Day travel begins: The per diem allowable shall be three-quarters of the destination M&IE rate.
- Full calendar day of travel: The per diem allowable shall be the full destination M&IE rate, referred to on the GSA website as the “total M&IE rate”.
- Day travel ends: The per diem allowable shall be three-quarters of the total M&IE rate.

M&IE Example*: Vendor leaves residence in Sacramento, CA on 06/20 and travels to Los Angeles, CA. Vendor works a full day in Los Angeles on 06/21. Vendor leaves Los Angeles on 06/22 back to Sacramento, CA.

- Day 1, 6/20: three-quarters of Los Angeles total M&IE Rate of \$86.00 = \$64.50 M&IE per diem allowable
- Day 2, 6/21: Full Los Angeles total M&IE Rate = \$86.00 M&IE per diem allowable
- Day 3, 6/22: three-quarters of Los Angeles total M&IE Rate of \$86.00 = \$64.50 M&IE per diem allowable
- Entire travel M&IE Reimbursed = \$215.00

* Based on FY 2025 GSA per diem rates.

Trips of More than 12 Hours, but not Exceeding 24 Hours: The rate will be adjusted down as a partial day of travel. For partial days, use the breakdown of eligible expenses from this GSA web site: <https://www.gsa.gov/travel>. For travel more than 12 hours and less than 24 hours, the Vendor’s allowance is three-quarters of the destination M&IE rate.

LODGING EXPENSES

Vendors who incur overnight lodging expenses in accordance with this Policy will be reimbursed on an actual cost basis. An original detailed hotel receipt, showing the single room rate plus taxes and fees, must be submitted with the request for payment. If a Vendor is requested by the DCA to perform services on the weekend or if individuals are on-site for consecutive weeks, hotel charges for Saturday and Sunday shall be reimbursable. Vendors should book their hotel reservations well in advance of travel due to limited availability and demand-based pricing.

Lodging reimbursement will generally be limited to the GSA lodging rate for the location in question. However, lodging costs within the downtown Sacramento region can be highly variable depending on local events not in control of the DCA and consistently more than GSA lodging rates. The DCA has negotiated DCA-specific contract rates with many of the surrounding hotels, which are typically higher than GSA rates but less than the market rate. The list of hotels with DCA contract rates can be found here [\(insert link\)](#). As discussed below, DCA contract rates may be used instead of GSA rates. <https://www.gsa.gov/perdiem>

Lodging reimbursement will fall into one of two distinct categories with corresponding requirements and documentation: (Category A) Travel to Sacramento for work at DCA home

office and (Category B) Travel away from Sacramento in support of DCA business, including conference attendance. Reimbursement for each category is discussed below:

Category A (travel to Sacramento for work at DCA home office)

Hotel rates within Sacramento may be either the GSA rate or the DCA contract rate. However, the DCA contract rates are limited in quantity or sometimes unavailable, and Vendors may need to reserve lodging at costs above the GSA or DCA contract rates.

When reserving overnight lodging within the downtown Sacramento region for work at the DCA home office, Vendors are required to follow the following steps to receive reimbursement for lodging rates higher than the DCA contract rate:

1. Check availability with DCA contract hotels for rooms at the DCA contract rate.
2. If none of the DCA contract rates are available, reserve lodging under the best available terms.
3. If best available terms exceed DCA contract rates for downtown Sacramento region, include backup documentation demonstrating lack of availability when requesting reimbursement for actual costs in the invoice to the DCA.

Category B (travel away from Sacramento in support of DCA business)

Reimbursement for lodging associated with travel away from the downtown Sacramento region in support of DCA business will generally be limited to the GSA lodging rate for the location in question. When reserving overnight lodging, Vendors are required to follow the following steps:

1. Confirm the GSA approved lodging rate for the location in question using the link <https://www.gsa.gov/travel> and inserting the zip code.
2. Check hotel availability for GSA lodging rate – be sure to request government rate where applicable.
3. If you are unable to find lodging within the maximum GSA posted rate, you may submit a request for reimbursement of the excess of the maximum reimbursement rate to the Executive Director. You must obtain prior written approval by the Executive Director to book the lodging that exceeds the GSA posted rate. The written approval of the DCA is required to be submitted with the invoice for the travel expense for full reimbursement along with the provided expense report/reimbursement template.

As an exception to the above, Vendors attending a conference on behalf of the DCA may utilize the conference discounted rate instead of the GSA posted rate for that location. Conference attendance shall require prior written approval from the Executive Director.

The categories above provide the requirements for lodging reimbursement under differing scenarios. Insufficient or incomplete information will default the reimbursement value to the GSA rate for a given location or a deduction of the expense. Vendors shall cancel hotel reservations with sufficient time to avoid charges to the extent feasible. Where DCA provides the Vendor

adequate notice to cancel accommodations without charge, any hotel expenses for cancellations shall be the sole responsibility of the Vendor.

METHOD OF TRAVEL

- Vendors are responsible for determining the need for and method of travel consistent with this Policy.
- Reimbursement for transportation expenses shall be based on the method of transportation that is in the best interest of the DCA, considering both direct expense, consultant time, and typical methods of travel from one location to another.

Taxis/Uber/Lyft/Rideshare: When it is an economical choice to use a taxi/Uber/Lyft/rideshare service for approved business travel, the cost of the fare will be reimbursed with a receipt. M&IE includes gratuities, and those costs are not separately reimbursable.

Car Rental: Car rentals shall be the most economical vehicle to fulfill Vendor's needs when other modes of transportation are not available. Vendor shall use the most reasonable cost rental vehicle that can accommodate travel requirements. Carpooling shall be required when feasible. If a more expensive rental option is required, Vendor must provide justification and obtain prior approval from the Executive Director. The approval must be attached to the invoice. Insurance for collision and personal liability is the responsibility of the Vendor and shall not be reimbursed. Receipts are required for all rental car expenses, including for rental car gasoline.

Mileage Reimbursement: Mileage reimbursements are based upon the number of miles driven for DCA related trips and will be paid at the current Internal Revenue Standard ("IRS") allowable mileage rate. Trips shall be measured from the DCA Sacramento Office to the applicable project site. Trips less than 50 miles one-way shall not be reimbursed. However, the DCA shall reimburse trips less than 50 miles between the DCA Sacramento Office and any location within the footprint of the approved Delta Conveyance Project.

Parking: Receipts for parking while traveling are required. The DCA will not reimburse staff for parking at the DCA Sacramento Office.

Tolls: Bridge tolls will be reimbursed at actual cost. Receipts for bridge tolls are not required. Tolls for express lanes are not reimbursable.

Air Travel: Airfare will be reimbursed at the actual cost of the airline ticket. Air travel shall be made by commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by the Vendor and not charged to the DCA. Additional fees for items such as early check-in/boarding or upgraded seat assignments are not reimbursable. Travel should be by whichever scheduled airline offers the lowest fare and not dictated by a Vendor's frequent flyer preference or preferred carrier.

Frequent flier miles, personal airline credits, or other non-cash promotions shall not be used for travel in support of DCA business.

Air travel receipts must include the flight itinerary (including flight number, departure time, arrival time, etc.). Service fees for airline tickets shall be reimbursable as part of the air travel cost. In-flight internet fees are reimbursable for DCA-related work while in-flight.

International Travel: Travel outside of the United States shall require prior written approval from the Executive Director. Reimbursement of travel costs shall be subject to applicable GSA requirements, including consideration of conference-related lodging as described above.

Temporary Duty Assignment (TDA): DCA may approve a lump sum TDA expense amount for Vendor staff regularly commuting to the DCA Sacramento Office from a remote home office location and staying in a non-primary residence. The TDA, if applicable, shall be included in the Vendor agreement or task order and will be evaluated on an annual basis. The DCA reserves the right to modify TDA amounts and/or seek reimbursement or a credit for TDA expenditures if individuals are not traveling to the DCA Sacramento Office at the agreed upon frequency.

The lump sum TDA will be calculated based on (1) lodging at nightly GSA rates for Sacramento, (2) vehicle rental, (3) vehicle fuel, and (4) M&IE based on the per diem determined on the frequency of travel dates each month. For items #1 and #2, the DCA shall adjust the calculated amount by a modification factor to reduce the calculated amount to ensure that it is reasonable based on market conditions for long-term lodging and vehicle rates. The modification factor for lodging shall be determined by DCA based on GSA lodging rates compared to three market rate monthly leases for a reasonably priced, maximum two-bedroom, one-bath apartment within 10 miles of the DCA Sacramento Office and including a reasonable utility allowance. For the vehicle rate, the TDA calculation shall utilize a mid-size vehicle, and the modification factor shall be applied to ensure the amount provided is reasonable as compared to a long-term lease of the vehicle in the current market.

TDA eligibility shall be conditioned on a certification that the vendor shall notify DCA immediately if the staff member changes their primary residence. TDA eligibility will be re-evaluated at that time.

OPTION II – Estimated Expenses

Vendors may receive reimbursement for estimated expenses through a negotiated inclusive billing rate or unit cost. The Vendor's agreement and/or applicable task order shall identify whether and how expenses will be reimbursed.



ALLOWABLE TRAVEL EXPENSES POLICY

PART I ADMINISTRATION AND OVERVIEW

~~Pursuant to this Allowable Travel Expenses Policy ("Policy"), the DCA does not generally reimburse vendors for travel expenses. Vendors are required to provide fully inclusive rates that include all taxes, surcharges, expenses and fees, including travel expenses, as part of their negotiated other direct cost rate, which must be incorporated as part of the vendor's rates set forth in the fee schedule. Vendors will only be reimbursed travel expenses in the following cases:~~

The Delta Conveyance Design and Construction Authority (DCA) is required by the Joint Exercise of Powers Agreement, as amended, with the Department of Water Resources (DWR) to adopt a travel expenses reimbursement policy. The DCA must reimburse consultants, contractors and/or vendors (Vendors) for their expenses pursuant to such policy. This Allowable Travel Expenses Policy (Policy) is intended to meet that requirement.

The DCA expects Vendors to comply with the terms of this Policy. This Policy outlines two options for allowable travel expenses: (I) reimbursement for actual expenses after incurred and (II) reimbursement for estimated expenses through an inclusive billing rate or unit cost. The Vendor's agreement and/or applicable task order shall identify whether and how expenses will be reimbursed. This will determine whether Option I, Option II, or a combination will apply. In all cases, time spent in travel shall not be compensable unless services are performed during such travel.

The Executive Director shall be responsible for administering this Policy and may approve exceptions or modifications to the Policy. The Executive Director shall develop, update, and maintain procedures, forms, and other template documents to assist in the administration of this Policy. All DCA approvals required or permitted under this Policy shall be provided by the Executive Director. As it relates to the Executive Director, the President of the Board of Directors shall be responsible for any approvals. The Executive Director may delegate their authority under this Policy to other DCA staff consistent with other applicable policies and procedures.

The following expenses shall not be reimbursed and shall not be included in any estimated expenses submitted to DCA:

- The personal portion of any trip;
- Political contributions or events;

- Travel companion expenses, including spouse, friend, or partner expenses when accompanying a member on DCA-related travel, as well as children- or pet-related expenses;
- ~~Vendor's agreement with the DCA expressly authorizes such reimbursement~~Charitable contributions;~~or~~
- ~~Vendor has requested and received prior written approval from the Executive Director for reimbursement of extraordinary travel expenses not otherwise captured under the negotiated other direct cost rate.~~
- Social or other recreational events, unless the event has a direct relationship to DCA service by the Vendor and has been approved by DCA;
- Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- Non-mileage automobile expenses incurred, including repairs, traffic citations, or insurance;
- Personal losses incurred while on DCA travel (e.g., theft or property destruction);
- Alcoholic beverages;
- Expediting fees for last minute travel arrangements, without proper justification and approval by the DCA.

~~Notwithstanding the foregoing, in the event the vendor's services are paid for in whole or in part using federal funds and provided such federal funds require compliance with the Federal Acquisition Regulations, the provisions of this Part I are superseded by Part II of this Policy, and all travel expenses will be processed in accordance with Part II of this Policy and applicable provisions of the Federal Acquisition Regulations.~~

OPTION I – ACTUAL EXPENSES

Under Option I, Vendors shall receive reimbursement for actual expenses after they are incurred.

PART II

~~Reimbursement for travel expenses are specifically excluded, unless expressly authorized by the Executive Director, or his or her designee, in writing and memorialized using the Consultant Travel Authorization form. If approved in advance in writing by the Executive Director, or his or her designee, the DCA shall reimburse vendor for reasonably incurred actual costs in accordance with this Policy, and no markup shall be applied to such actual costs. Expenses incurred without prior approval or which are not in compliance with this Policy may be denied. Any changes from this Policy requires approval by the Executive Director, or his or her designee, in writing. Notwithstanding anything to the contrary and to the extent allowable under existing law, the Executive Director, or his or her designee, may revise this Policy on a case by case basis with such revised Policy incorporated in the applicable agreement. As it relates to the Executive Director, the Chair of the Board of Directors shall be responsible for any approvals.~~

BILLING AND SUPPORTING DOCUMENTS

Vendors shall submit all supporting documents (receipts, invoices, travel itineraries, etc.) for each expense listed below, unless otherwise stated. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified. Receipts should include form of payment and be legible. Failure to submit accurate and complete supporting documents may result in less than full reimbursement for travel expenses. Where receipts are not required to be submitted with the monthly invoice, ~~vendors~~Vendors shall keep receipts on file for audit purposes ~~in accordance~~consistent with Federal Acquisition Regulations. If ~~vendor~~Vendor is missing, is unable to obtain, or has lost a receipt, ~~vendor shall complete and submit a Missing or Lost Receipt Certification form~~Vendor shall provide additional information as determined by DCA.

FEDERAL GENERAL SERVICE ADMINISTRATION ("GSA")

Expense reimbursements in this Policy are generally based on the GSA rates, and policies. GSA resources can be located on the GSA website at: ~~https://www.gsa.gov/travel-resources~~https://www.gsa.gov/travel. In the event of a conflict between GSA policies and this Policy, this Policy shall control. ~~and via the additional links set forth in this Policy.~~

MEALS & INCIDENTAL EXPENSES (M&IE)

Meal and incidental expenses ("M&IE") while on a travel status will be reimbursed at the per diem rate based on the GSA published rate for ~~destinations within the Continental United States~~locations. Receipts are not required for M&IE reimbursements. If the DCA requests weekend work assignments, per diem shall be reimbursed.

M&IE includes tax and ~~tips~~gratuities. and no separate reimbursement will be made for those costs.

Trips of 24 Hours or More: As set by the GSA, DCA will reimburse a daily per diem rate equal to the GSA rate for meals and incidental expenses including taxes and gratuity. Specific GSA maximum M&IE per diem rates are assigned to designated ~~destinations~~locations within each state. The per diem rates are updated annually ~~on effective~~ October 1st and provided online at the GSA web site ~~https://www.gsa.gov/travel/plan-book/per-diem-rates.~~

- Day travel begins: The per diem allowable shall be three-quarters of the destination M&IE rate.
- Full calendar day of travel: The per diem allowable shall be the full destination M&IE rate, referred to on the GSA website as the "total M&IE rate".
- Day travel ends: The per diem allowable shall be three-quarters of the total M&IE rate.

M&IE Example*: ~~vendor~~Vendor leaves residence in Sacramento, CA on 06/20 and travels to Los Angeles, CA. Vendor works a full day in Los Angeles on 06/21. Vendor leaves Los Angeles on 06/22 back to Sacramento, CA.

- Day 1, 6/20: ~~three-quarters~~three-quarters of Los Angeles total M&IE Rate of ~~\$74.00~~\$86.00 = ~~\$55.50~~\$64.50 M&IE per diem allowable

- Day 2, 6/21: Full Los Angeles total M&IE Rate = \$~~74.00~~86.00 M&IE per diem allowable
- Day 3, 6/22: ~~three-quarters~~three-quarters of Los Angeles total M&IE Rate of \$~~74.00~~86.00 = \$~~55.50~~64.50 M&IE per diem allowable
- Entire travel M&IE Reimbursed = \$~~185.00~~215.00

* Based on FY ~~2022~~2025 GSA per diem rates.

Trips of More than 12 Hours, but not Exceeding 24 Hours: The rate will be adjusted down ~~for~~as a partial ~~days~~day of travel. For partial days, use the breakdown of eligible expenses from this GSA web site: ~~<https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown>~~<https://www.gsa.gov/travel>. For travel more than 12 hours and less than 24 hours, the Vendor's allowance is three-quarters of the destination M&IE rate.

~~M&IE Reduction: When all or part of the meals are provided by the project, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided, the applicable M&IE per diem rate shall be reduced by the amount specified for the relevant meal(s) on the GSA website, as further detailed below. To determine the amount to deduct, find the applicable M&IE per diem rate and breakdown by meal for travel in the continental U.S. pursuant to the instructions below:~~

- ~~1. Look up the location specific information for the location where you will be working while on official travel at www.gsa.gov/perdiem.~~
- ~~2. On the results page, click Meals & Incidentals (M&IE) Rates to go to the M&IE rates table.~~
- ~~3. Find the row for your travel location and identify the amount listed for the M&IE total, for the relevant meal(s), and for first and last day of travel.~~

~~Subtract the amount for the relevant meal(s) from the applicable per diem rate (either the total M&IE rate, or the reduced rate (i) for first and last day of travel, or (ii) for partial days more than 12 hours, but less than 24 hours; which is, in either case, three quarters of the total M&IE rate).~~

~~M&IE Reduction Example*: vendor leaves residence in Sacramento, CA and travels to San Francisco, CA for a conference and travels more than 12 hours and less than 24 hours. Breakfast is included at the conference. Vendor returns home to Sacramento, CA that same day.~~

- ~~• Total M&IE destination rate for San Francisco is \$79.00~~
- ~~• Because the trip is for more than 12 hours and less than 24 hours, the vendor is entitled to three quarters of the total M&IE rate, or \$59.25~~
- ~~• M&IE Reduction of breakfast provided at San Francisco rate of \$18.00~~
- ~~• Entire travel M&IE Reimbursed = \$41.25~~

~~* Based on FY 2022 GSA per diem rates.~~

RECEIPT BASED REIMBURSEMENTS FOR TRIPS 12 HOURS OR LESS

~~For trips 12 hours or less, breakfast or dinner may be reimbursed as follows:~~

- ~~• Trip begins at or before 6 am and ends at or after 9 am – Breakfast may be claimed~~
- ~~• Trip begins at or before 4 pm and ends at or after 7 pm – Dinner may be claimed~~

~~The meal rates set forth in the M&IE table shall be the maximum allowance a vendor is entitled to claim for a reimbursable breakfast or dinner for travel 12 hours or less. A receipt shall be required. For travel 12 hours or less, lunch and incidentals may not be claimed.~~

LODGING EXPENSES

Vendors who incur ~~approved~~ overnight lodging expenses ~~may be reimbursed~~. Lodging expenses in accordance with this Policy will be reimbursed, on an actual cost basis. An original detailed hotel receipt, showing the single room rate plus taxes and fees, must be submitted with the request for payment, ~~otherwise reimbursement will be denied. If vendor~~. If a Vendor is requested by the DCA to perform services on the weekend or if individuals are on-site for consecutive weeks, hotel charges for Saturday and Sunday shall be reimbursable. Vendors should book their hotel reservations well in advance of travel due to limited availability and demand-based pricing.

Lodging reimbursement will generally be limited to the GSA lodging rate for the location in question. However, lodging costs within the downtown Sacramento region can be highly variable depending on local events not in control of the DCA and consistently more than GSA lodging rates. The DCA has negotiated DCA-specific contract rates with many of the surrounding hotels, which are typically higher than GSA rates but less than the market rate. The list of hotels with DCA contract rates can be found here (insert link). As discussed below, DCA contract rates may be used instead of GSA rates. <https://www.gsa.gov/perdiem>

Lodging reimbursement will fall into one of two distinct categories with corresponding requirements and documentation: (Category A) Travel to Sacramento for work at DCA home office and (Category B) Travel away from Sacramento in support of DCA business, including conference attendance. Reimbursement for each category is discussed below:

Category A (travel to Sacramento for work at DCA home office)

Hotel rates within Sacramento may be either the GSA rate or the DCA contract rate. However, the DCA contract rates are limited in quantity or sometimes unavailable, and Vendors may need to reserve lodging at costs above the GSA or DCA contract rates.

When reserving overnight lodging within the downtown Sacramento region for work at the DCA home office, Vendors are required to follow the following steps to receive reimbursement for lodging rates higher than the DCA contract rate:

1. Check availability with DCA contract hotels for rooms at the DCA contract rate.
2. If none of the DCA contract rates are available, reserve lodging under the best available terms.
3. If best available terms exceed DCA contract rates for downtown Sacramento region, include backup documentation demonstrating lack of availability when requesting reimbursement for actual costs in the invoice to the DCA.

Category B (travel away from Sacramento in support of DCA business)

Reimbursement for lodging associated with travel away from the downtown Sacramento region in support of DCA business will generally be limited to the GSA lodging rate for the location in question. When reserving overnight lodging, Vendors are required to follow the following steps:

1. Confirm the GSA approved lodging rate for the location in question using the link <https://www.gsa.gov/travel> and inserting the zip code.

2. Check hotel availability for GSA lodging rate – be sure to request government rate where applicable.
3. ~~Lodging reimbursement will be limited to the GSA lodging rate for the location in question. Please visit www.gsa.gov/perdiem to find the rates. Enter the zip code for the location. Please note this amount does not include taxes, which are reimbursed separately.~~ If you are unable to find lodging within the maximum GSA posted rate, you may submit a request for reimbursement of the excess of the maximum reimbursement rate to the ~~Agreements Administrator~~ Executive Director. You must obtain prior written approval by the ~~Agreements Administrator, on the Approval for Lodging Exceeding Maximum GSA Rate form,~~ Executive Director to book the lodging that exceeds the GSA posted rate. The written approval of the DCA is required to be submitted with the invoice for the travel expense for full reimbursement along with the provided expense report/reimbursement template.

~~Hotel cancellations are the responsibility of the vendor. Any hotel expenses charged to the DCA when the vendor had adequate time to cancel the accommodations without charge will be the sole responsibility of the vendor.~~

As an exception to the above, Vendors attending a conference on behalf of the DCA may utilize the conference discounted rate instead of the GSA posted rate for that location. Conference attendance shall require prior written approval from the Executive Director.

The categories above provide the requirements for lodging reimbursement under differing scenarios. Insufficient or incomplete information will default the reimbursement value to the GSA rate for a given location or a deduction of the expense. Vendors shall cancel hotel reservations with sufficient time to avoid charges to the extent feasible. Where DCA provides the Vendor adequate notice to cancel accommodations without charge, any hotel expenses for cancellations shall be the sole responsibility of the Vendor.

METHOD OF TRAVEL

- Vendors are responsible for determining the need for and method of travel consistent with this Policy.
- Reimbursement for transportation expenses ~~will~~ shall be based on the method of transportation that is in the best interest of the ~~project~~ DCA, considering both direct expense ~~and the consultant's time,~~ consultant time, and typical methods of travel from one location to another.
- ~~Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the~~

~~time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used.~~

~~If a vendor chooses and is authorized to use a method of transportation that is:-~~

- ~~• Not the least costly,~~
- ~~• Not the typical method of getting from one location to the other, or~~
- ~~• Not "in the best interest of the state,"~~

~~A cost comparison will be prepared, and the consultant shall be reimbursed only the amount that would have been reimbursed had the consultant traveled using the least costly method.~~

Taxis/Uber/Lyft/Rideshare: When it is an economical choice to use a taxi/Uber/Lyft/rideshare service for approved business travel, the cost of the fare will be reimbursed with a receipt. M&IE includes ~~tips~~gratuities, and those costs are not separately reimbursable.

Car Rental: Car rentals shall be the most economical vehicle to fulfill ~~vendor's~~Vendor's needs when other modes of transportation are not available. ~~vendor~~Vendor shall use the most reasonable cost rental vehicle that can accommodate travel requirements. ~~One automobile rental for up to three travelers is acceptable~~Carpooling shall be required when feasible. If a more expensive rental option is required, ~~vendor~~Vendor must provide justification and obtain prior approval from the Executive Director, ~~or his or her designee, the~~ The approval must be attached to the invoice. Insurance for collision and personal liability is the responsibility of the ~~vendor~~Vendor and shall not be reimbursed. ~~Rental car receipts~~Receipts are required for all rental car expenses. ~~Claims, including~~ for rental car gasoline ~~must be supported by original receipts.~~

~~Personal Car: Personal automobile reimbursement is allowable only from consultant's local office to project site location or meeting destination as determined by the Executive Director, or his or her designee, and will be paid at the current Federal Internal Revenue Standard ("IRS") allowable mileage rate.~~

Mileage Reimbursement: Mileage reimbursements are based upon the number of miles driven for DCA related trips. ~~Vendors are required to retain a monthly mileage log. The log is not required to be submitted with the expense reports or invoices. Vendor must keep the log on file for audit purposes using the form required by the DCA. The length of trip does not determine eligibility for mileage reimbursement that has been approved in accordance with this Policy. and will be paid at the current Internal Revenue Standard ("IRS") allowable mileage rate. Trips shall be measured from the DCA Sacramento Office to the applicable project site. Trips less than 50 miles one-way shall not be reimbursed. However, the DCA shall reimburse trips less than 50 miles between the DCA Sacramento Office and any location within the footprint of the approved Delta Conveyance Project.~~

Parking: Receipts for parking while traveling are ~~not required for expenses of \$75.00 or less. Parking for staff located on-site shall not be reimbursable by~~required. The DCA will not reimburse staff for parking at the DCA Sacramento Office.

Tolls: Bridge tolls will be reimbursed at actual cost. Receipts for bridge tolls are not required. ~~You must include a description of any tolls on your monthly mileage log~~ Tolls for express lanes are not reimbursable.

Air Travel: ~~Preapproved airfare~~ Airfare will be reimbursed at the actual cost of the airline ticket. Air travel shall be made by commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by the ~~vendor,~~ Vendor and not charged to the ~~Agreement~~ DCA. Additional fees for items such as early check-in/boarding or upgraded seat assignments are not reimbursable. Travel should be by whichever scheduled airline offers the ~~(lowest fare and is not dictated by a~~ Vendor's frequent flyer preference or preferred carrier. Frequent flier miles, personal airline credits, or other non-cash promotions shall not be used for travel in support of DCA business.

Air travel receipts must include the flight itinerary (including flight number, departure time, arrival time, etc.) ~~and proof of payment.~~ Service fees for airline tickets shall be reimbursable as part of the air travel cost. In-flight internet fees are reimbursable for ~~DCA-related~~ DCA-related work while in-flight.

~~Long Term Travel: Travel over 30 days shall be considered long term travel. Pre-approval request required, using the form required by the DCA. Reimbursable costs shall include rent, utilities and reduced per diem of \$41.00~~

International Travel: Travel outside of the United States shall require prior written approval ~~and from the Executive Director.~~ Reimbursement of travel costs shall be subject to ~~all~~ applicable GSA requirements, including consideration of conference-related lodging as described above.

NON-REIMBURSABLE EXPENSES

Temporary Duty Assignment (TDA): DCA may approve a lump sum TDA expense amount for Vendor staff regularly commuting to the DCA Sacramento Office from a remote home office location and staying in a non-primary residence. The TDA, if applicable, shall be included in the Vendor agreement or task order and will be evaluated on an annual basis. The DCA reserves the right to modify TDA amounts and/or seek reimbursement or a credit for TDA expenditures if individuals are not traveling to the DCA Sacramento Office at the agreed upon frequency.

~~Time spent in travel shall not be compensable unless services are performed during such travel.~~ The lump sum TDA will be calculated based on (1) lodging at nightly GSA rates for Sacramento, (2) vehicle rental, (3) vehicle fuel, and (4) M&IE based on the per diem determined on the frequency of travel dates each month. For items #1 and #2, the DCA shall adjust the calculated amount by a modification factor to reduce the calculated amount to ensure that it is reasonable based on market conditions for long-term lodging and vehicle rates. The modification factor for lodging shall be determined by DCA based on GSA lodging rates compared to three market rate monthly leases for a reasonably priced, maximum two-bedroom, one-bath apartment within 10 miles of the DCA Sacramento Office and including a reasonable utility allowance. For the vehicle rate, the TDA calculation shall utilize a mid-size vehicle, and the modification factor shall be

applied to ensure the amount provided is reasonable as compared to a long-term lease of the vehicle in the current market.

~~Except as otherwise expressly stated herein, and approved in accordance with this Policy, travel expenses will not be reimbursed for travel of twelve hours or less.~~

TDA eligibility shall be conditioned on a certification that the vendor shall notify DCA immediately if the staff member changes their primary residence. TDA eligibility will be re-evaluated at that time.

TEMPLATE FORMS

OPTION II – Estimated Expenses

Vendors may receive reimbursement for estimated expenses through a negotiated inclusive billing rate or unit cost. The Vendor's agreement and/or applicable task order shall identify whether and how expenses will be reimbursed.

~~The Executive or their designee shall develop, update, and maintain forms and other template documents to assist in the administration of this Policy.~~

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 6/13/2025 5:30:52 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: DCA Travel Expense Policy (Oct 24 edits clean).docx	
Modified filename: DCA Travel Expense Policy (agenda draft).docx	
Changes:	
<u>Add</u>	116
Delete	117
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	233

Board Memo

Contacts: Graham Bradner, Executive Director

Date: June 18, 2025, Board Meeting

Item No. 7c

Subject: Proposed Final Budget for Fiscal Year 2025/26

Summary:

Attached to this memo is the DCA proposed budget for Fiscal Year (FY) 2025/26, including summary tables and detailed backup information. The proposed budget is \$65M and includes \$4.2M in unallocated reserve. This memo is intended to provide additional details to support the Committee's review and recommendations regarding the proposed FY 2025/26 budget.

Planned work in the upcoming year will largely be focused on the following tasks:

- Providing support to the Department of Water Resources (DWR) permit efforts and responding to requests for clarification regarding the engineering aspects of the project.
- Working closely with DWR to develop the environmental compliance plan and establish the systems for monitoring and reporting.
- Engineering analyses, design, and documentation for a systemwide Basis of Design Report to support an updated Class III cost estimate planned for FY2026/27.
- Developing and refining the overall program schedule including increasing detail, such as permit requirements, design and construction innovations, data collection scenarios, contracting mechanisms, and funding considerations.
- Continuing development of DCA standards, procedures, and requirements to support an efficient transition into the delivery phase pending participating public water agency decisions to implement the project planned for 2027.

At the June 12th, 2025 DCA Finance Committee Meeting, the Committee voted by minute order to recommend that the DCA Board of Directors approve the FY 2025/26 Budget in the amount of \$65M as shown in the attached materials. As appropriate, staff will update the Board regarding allocation of unallocated reserve.

In addition, pursuant to AB 2561, local agencies are now required to hold a public hearing prior to budget adoption to discuss the status of vacancies and recruitment and retention efforts. The DCA does not have any employees so this requirement is somewhat inapplicable. However, the DCA wants to strict compliance with the requirement, and staff will address this item during its budget presentation.

Recommended Action:

Staff requests that the Board of Directors approve the DCA Finance Committee's recommendation and adopt a Resolution approving the proposed final budget for FY 2025/26.

Attachments:

Attachment 1 – Draft Resolution 25-XX

Exhibit A – Proposed Final FY 2025/26 Budget Summary & Detail

Attachment 2 – Presentation on FY 2025/26 Budget

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

Introduced by Director xxxx
Seconded by Director xxxx

ADOPTING THE FISCAL YEAR 2025/2026 BUDGET

Whereas, Section 12.1 of the Amended Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority (JPA) and Section 10.2 of the Bylaws of the Board of Directors (Bylaws) require the Board of Directors to approve an annual budget each fiscal year;

Whereas, the Board of Directors has delegated initial review of the draft budget to its Finance Committee;

Whereas, the Finance Committee has unanimously recommended approval of the draft budget for Fiscal Year 2025/2026 to the Board of Directors;

Whereas, the Board of Directors wishes to adopt the final budget for Fiscal Year 2025/2026.

Now, therefore, the Delta Conveyance Authority (DCA) Board of Directors resolves as follows:

1. The Board of Directors hereby adopts the Fiscal Year 2025/2026 Final Budget attached to this Resolution as Exhibit A and incorporated by this reference.
2. The Executive Director may expend funds as set forth in this budget and subject to all applicable requirements, including the JPA, Bylaws, and DCA policies. The Executive Director may transfer funds between categories identified in the Final Budget but total expenditures shall not exceed the budgeted amount.
3. This Resolution is effective upon its adoption.

* * * * *

This Resolution was passed and adopted this 18th day of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

FINAL BUDGET SUMMARY AND DETAIL FOR FISCAL YEAR 2025/2026

[attached behind this page]

CODE	Description	Revised Proposed FY25/26 Budget
		\$ 65,000,000
10	PROGRAM MANAGEMENT OFFICE	\$ 26,521,300
100	PMO-Executive Office	\$ 5,002,300
110	PMO-Community Engagement	\$ 1,449,000
120	PMO-Program Controls	\$ 6,956,000
130	PMO-Administration	\$ 5,678,600
140	PMO-Procurement and Contract Administration	\$ 950,900
150	PMO-Property	\$ 1,269,600
160	PMO-Permitting Management	\$ 2,765,000
170	PMO-Health and Safety	\$ 400,100
180	PMO-Quality Management	\$ 541,200
190	PMO-Sustainability	\$ 424,600
210	PMO-Geotechnical Management	\$ 818,100
220	PMO- Survey & Mapping	\$ 265,900
30	PROGRAM INITIATION	\$ 27,260,600
300	PI-Engineering	\$ 27,260,600
40	PROGRAM DELIVERY	\$ 11,218,100
410	PD-Project Geotechnical	\$ 11,218,100

CODE	Description	Revised Draft FY25/26 Budget \$
		\$ 65,000,000
10	PROGRAM MANAGEMENT OFFICE	\$ 26,521,300
100	PMO-Executive Office	\$ 5,002,300
1000	EO-Management	
10001	EO-Executive Office	\$ 1,325,800
230035-0003	Bradner Task Order 3 - FY25/26	\$ 629,700
	Executive Office	\$ 629,700
190009-0007	Parsons Task Order 8 - FY25/26	
	Chief of Staff	\$ 664,000
190009-0007	Parsons Task Order 8 - FY25/26	
	Conference Fees	\$ 15,600
250000-0000	Conference and Event Registration Fees	
	Conference Fees	\$ 15,000
250000-0000	Association Memberships	
	Annual Subscription	\$ 1,500
10002	EO-Chief Engineer	\$ 414,300
190009-0008	Parsons Task Order 8 - FY25/26	
	Chief Engineer	\$ 414,300
10003	EO-DCA Board Meetings	\$ 10,000
250000-0000	Audio Visual FY 25/26	
	Board Meeting Support	\$ 10,000
190009-0008	Parsons Task Order 8 - FY25/26	
	Board Meeting Supplies	\$ -
10004	EO-Executive Office Support	\$ 1,526,600
TBD	TBD	
	Deputy Director Services	\$ 976,600
TBD	TBD	
	Facilitation Services	\$ 300,000
TBD	TBD	
	Executive Strategic Support Services	\$ 250,000
1005	EO-General Counsel	
10050	EO-General Counsel	\$ 520,000
200003-0007	Best Best & Krieger Task Order 7 - FY25/26	
	Legal Services	\$ 520,000
1015	EO-Audit	
10150	EO-Audit	\$ 18,000
200013-0013	Metropolitan Water Dist of S. Cal Task Order 13 - FY25/26	
	Annual Audit Services	\$ 18,000
1020	EO-Treasury	
10200	EO-Treasury	\$ 355,300
200013-0013	Metropolitan Water Dist of S. Cal Task Order 13 - FY25/26	\$ 306,800
	Treasury Services	\$ 266,000
	ODC	\$ 7,800
	BOFA Fees	\$ 24,000
230018-0003	Bank of America Task Order 3 - FY25/26	\$ 9,000
	LOC Fees	\$ 9,000
210005-0003	Alliant Insurance Task Order 3 - FY25/26	
	General Liability/Addtional Insurance	\$ 48,500
1025	EO-Human Resources	
10250	EO-Human Resources	\$ 832,300

CODE	Description	Revised Draft FY25/26 Budget \$
200013-0014	Metropolitan Water Dist of S. Cal Task Order 14 - FY25/26	
	Human Resources Manager	\$ 245,100
TBD	TBD	
	Human Resources Support	\$ 500,000
190009-0008	Parsons Task Order 8 - FY25/26	
	Internship Program	\$ 81,700
TBD	TBD	
	Employee Assistance Program (EAP)	\$ 5,500
1090	EO-Undefined Allowance	
10900	EO-Undefined Allowance	\$ -
UDA-10000	EO-Undefined Allowance	\$ -
110	PMO-Community Engagement	\$ 1,449,000
1100	CE-Management	
11000	CE-Management	\$ 823,900
180006-0008	Jacobs Task Order 8 - FY25/26	
	Community Engagement	\$ 50,900
240015-0002	Lucas Public Affairs Task Order 2 - FY 25/26	
	Administrative and Project Management	\$ 164,300
	Communications Management	\$ 289,900
	Informational Materials and Content Development	\$ 258,800
	ODC	\$ 10,000
	ODC Travel	\$ 50,000
1110	CE-Community Coordination	
11001	CE-Community Liaison	\$ 250,000
TBD	TBD	
	Community Liaison	\$ 250,000
1115	CE-Outreach	
11002	CE-Stakeholder Engagement	\$ 182,500
190009-0008	Parsons Task Order 8 - FY25/26	
	Outreach Supplies	\$ 21,600
240015-0002	Lucas Public Affairs Task Order 2 - FY 25/26	
	Event Management	\$ 105,900
TBD	New Procurement - Audio Visual Services	
	TBD	\$ 5,000
250000-0000	Venue Rentals	
	TBD	\$ 50,000
11003	CE-Social Media	\$ 15,600
240015-0002	Lucas Public Affairs Task Order 2 - FY 25/26	
	DCA Website and Social Media Management	\$ 177,000
240005-0000	Keogh Multimedia - FY 25/26	\$ 15,600
	Website Support Services	\$ 15,600
120	PMO-Program Controls	\$ 6,956,000
1200	PCTRL-Management	
12000	PCTRL-Management	\$ 477,100
190009-0008	Parsons Task Order 8 - FY25/26	
	Program Controls Management Staff	\$ 473,600
200014-0013	Dept of Water Resources FY 25/26	
	Invoice Processing Fees	\$ 3,500
1205	PCTRL-Risk Mgt	
12001	PCTRL-Risk Mgt	\$ 349,700
190009-0008	Parsons Task Order 8 - FY25/26	

CODE	Description	Revised Draft FY25/26 Budget \$
	Risk Manager	\$ 349,700
1210	PCTRL-Cost Mgt	
12002	PCTRL-Cost Mgt	\$ 1,952,200
190009-0008	Parsons Task Order 8 - FY25/26	
	Cost Manager and Support Staff	\$ 1,952,200
1215	PCTRL-Schedule Mgt	
12003	PCTRL-Schedule Mgt	\$ 1,448,500
190009-0008	Parsons Task Order 8 - FY25/26	
	Scheduler	\$ 697,500
180006-0008	Jacobs Task Order 8 - FY25/26	
	Schedule Management	\$ 751,000
1220	PCTRL-Document Mgt	
12004	PCTRL-Document Mgt	\$ 695,800
190009-0008	Parsons Task Order 8 - FY25/26	
	Document Control Manager	\$ 695,800
1226	PCTRL-Cost Estimating	
12006	PCTRL-Cost Estimating	\$ 158,300
190009-0008	Parsons Task Order 8 - FY25/26	
	Cost Estimating Staff	\$ 158,300
1230	PCTRL-Program Governance	
12006	PCTRL-Program Governance	\$ 1,135,500
190009-0008	Parsons Task Order 8 - FY25/26	
	Program Governance Staff	\$ 1,135,500
	ODC	\$ 3,900
	ODC Travel	\$ 548,900
1240	PCTRL-Asset Management	
12008	PCTRL-Asset Management	\$ 186,100
190009-0008	Parsons Task Order 8 - FY25/26	
	Asset Management	\$ 186,100
130	PMO-Administration	\$ 5,678,600
1300	AD-Management	
13000	AD-Management	\$ 1,776,300
190009-0008	Parsons Task Order 8 - FY25/26	
	Administrative Manager and Proj Admin	\$ 1,776,300
1305	AD-Facilities	
13001	AD-Office Rent	\$ 1,356,300
190011-0007	GV/HI Park Tower Owner, LLC - FY 25/26	
	Lease	\$ 1,356,300
13002	AD-Office Furniture	\$ 50,000
250000-0000	Furniture, Fixtures & Equipment (FFE) Allowance FY 25/26	
	Firm TBD	\$ 50,000
13003	AD-Office Supplies	\$ 42,600
190009-0008	Parsons Task Order 8 - FY25/26	
	General Office Supplies	\$ 20,400
250000-0000	General Office Supplies	
	TBD	\$ 15,000
250000-0000	DCA Supplies and Collateral	
	TBD	\$ 7,200
13005	AD-Office Utilities	\$ 226,400
220015-0003	Consolidated Communications, Inc. - FY 25/26	
	Primary Internet Service	\$ 36,000
220016-0003	AT&T - FY 25/26	
	Secondary Internet Service	\$ 24,000

CODE	Description	Revised Draft FY25/26 Budget \$
240004-0000	OnPar Advisors (Zoom) FY 25/26	
	Videoconferencing Platform	\$ 162,800
240001-0001	Verizon Wireless FY 25/26	
	Monthly Service - Mobile Hot-Spots	\$ 3,600
1310	AD-Information Technology	
13006	AD-IT Services	\$ 1,335,500
190009-0008	Parsons Task Order 8 - FY25/26	
	Systems and IT Staff	\$ 733,200
190014-0007	Launch Consulting Task Order 7 - FY 25/26	
	IT Services	\$ 547,900
230015-0003	AVI - SPL LLC Task Order 3 - FY25/26	
	Audio Visual Services	\$ 54,400
13007	AD-IT Software	\$ 686,900
180005-0008	e-Builder, Inc Task Order 8 - FY25/26	
	PMIS	\$ 238,500
190014-0007	Launch Consulting Task Order 7 - FY 25/26	
	Software Subscriptions	\$ 91,800
190023-0007	JAMBO-Silvacom LTD - FY 25/26	
	Customer Realtions Tool	\$ 39,600
240006-0000	Convergent FY 25/26	
	Brivo Badging	\$ 2,800
220029-0000	DocuSign	
	DocuSign Subscription	\$ 5,200
220008-0003	IRIS - Task Order 3 - FY 25/26	
	Risk Management Software	\$ 47,100
TBD	i-Spring	
	Learning Management Software	\$ 11,900
TBD	TBD	
	Cloud Hosting	\$ 50,000
TBD	TBD	
	Licensing	\$ 200,000
13008	AD-IT Hardware	\$ 204,600
190014-0007	Launch Consulting Task Order 7 - FY 25/26	\$ 169,600
	Hardware	\$ 144,000
	Data Warehouse	\$ 25,600
230009-0002	Caltronics Government Services FY 25/26	
	Office Copiers/Printers	\$ 35,000
140	PMO-Procurement and Contract Administration	\$ 950,900
1405	PCA-Management	
14000	PCA-Management	\$ 950,900
190009-0008	Parsons Task Order 8 - FY25/26	
	Procurement Manager	\$ 887,400
200013-0014	Metropolitan Water Dist of S. Cal Task Order 14 - FY25/26	
	Contract Administrator	\$ 63,500
150	PMO-Property	\$ 1,269,600
1500	PY-Management	
15000	PY-Management	\$ 650,700
180006-0008	Jacobs Task Order 8 - FY25/26	
	Planner	\$ -
180009-0008	Bender Rosenthal, Inc Task Order 8 - FY25/26	\$ 650,700
	Property Manager	\$ 476,900
	Title Searches	\$ 173,800
1505	PY-Property Agents	
15001	PY-Property Agents	\$ 118,900

CODE	Description	Revised Draft FY25/26 Budget \$
180009-0008	Bender Rosenthal, Inc Task Order 8 - FY25/26	
	ROW Services	\$ -
180008-0007	Hamner, Jewell & Associates Task Order 7 - FY25/26	
	ROW Services	\$ 54,000
	ODC Travel	\$ 10,000
180010-0007	Associated Right of Way Serv, Inc Task Order 7 - FY25/26	
	ROW Services	\$ 51,900
	ODC Travel	\$ 3,000
1510	PY-Temporary Entrance Permits	
15002	PY-Temporary Entrance Permits	\$ 350,000
200014-0012	Dept of Water Resources FY 25/26	
	TEPs	\$ 350,000
180006-0008	Jacobs Task Order 8 - FY25/26	
	Temporary Entrance Permits	\$ -
1525	PY-Court Ordered Entry Deposit	
15006	PY-Court Ordered Entry Deposits	\$ 150,000
200014-0014	Dept of Water Resources FY 25/26	
	COE Deposits	\$ 150,000
15007	PY-Court Ordered Entry Credits	\$ -
200014-0014	Dept of Water Resources FY 25/26	
	COE Credits	\$ -
160	PMO-Permitting Management	\$ 2,765,000
1600	PM-Management	
16000	PM-Management	\$ 2,124,200
180006-0008	Jacobs Task Order 8 - FY25/26	
	Enviromental Permitting Staff	\$ 1,878,200
220002-0004	GB Permit Engineer Inc Task Order 4 - FY25/26	
	Enviromental Permitting Staff	\$ 246,000
1615	PM-Permit Monitoring & Compliance	
16003	PM-Permit Monitoring & Compliance	\$ 640,800
180006-0008	Jacobs Task Order 8 - FY25/26	
	Enviromental Permitting Staff	\$ 640,800
170	PMO-Health and Safety	\$ 400,100
1700	HS-Management	
17000	HS-Management	\$ 400,100
190009-0008	Parsons Task Order 8 - FY25/26	
	Health and Safety Staff	\$ 400,100
180	PMO-Quality Management	\$ 541,200
1800	QM-Management & Auditing	
18000	QM-Management & Auditing	\$ 541,200
190009-0008	Parsons Task Order 8 - FY25/26	
	Quality Management Staff	\$ 541,200
190	PMO-Sustainability	\$ 424,600
1900	ST-Management	
19000	ST-Management	\$ 424,600
190009-0008	Parsons Task Order 8 - FY25/26	
	Sustainability Management Staff	\$ 424,600
210	PMO-Geotechnical Management	\$ 818,100
2100	GT-Management	
21000	GT-Management	\$ 818,100
180006-0008	Jacobs Task Order 8 - FY25/26	

CODE	Description	Revised Draft FY25/26 Budget \$
	Geotech Management	\$ 818,100
220	PMO-Survey and Mapping Management	\$ 265,900
2200	SM-Management	
22000	SM-Management	\$ 265,900
180006-0008	Jacobs Task Order 8 - FY25/26	
	Survey Management	\$ 265,900
30	PROGRAM INITIATION	\$ 27,260,600
300	PI-Engineering	\$ 27,260,600
3000	PIE-Management & Administration	
30000	PIE-Management & Administration	\$ 3,475,300
180006-0008	Jacobs Task Order 8 - FY25/26	
	Management and Administrative Staff	\$ 2,007,600
	ODC	\$ 26,700
	ODC Travel	\$ 1,078,100
	Temporary Duty Assignments (TDA)	\$ 362,900
3005	PIE-CEQA Engineering Support	
30001	PIE-CEQA Engineering Support	\$ -
180006-0008	Jacobs Task Order 8 - FY25/26	
	CEQA Support Staff	\$ -
3010	PIE-Facility Studies	
30002	PIE-Facility Studies	\$ 50,500
180006-0008	Jacobs Task Order 8 - FY25/26	
	Facility Studies Staff	\$ 50,500
	Facility Studies Resources	\$ -
3011	PIE-Project Definition Reports	
30006	PIE-Project Definition Reports	\$ -
180006-0008	Jacobs Task Order 8 - FY25/26	
	Project Definition Staff	\$ -
	Project Definition Resources	\$ -
3012	PIE-Basis of Design Reports	
30009	PIE-Basis of Design Reports	\$ 21,091,900
180006-0008	Jacobs Task Order 8 - FY25/26	
	Basis of Design Reports Staff	\$ 21,091,900
3020	PIE-Program Delivery Planning	
30007	PIE-Program Delivery Planning	\$ 2,440,500
180006-0008	Jacobs Task Order 8 - FY25/26	
	Engineering & Project Delivery	\$ 2,440,500
3025	PIE-Permit Engineering Support	
30008	PIE-Permit Engineering Support Services	\$ 202,400
180006-0008	Jacobs Task Order 8 - FY25/26	
	Permit Engineering Support Services	\$ 202,400
40	PROGRAM DELIVERY	\$ 11,218,100
410	PD-Project Delivery	\$ 11,218,100
4100	PD-Project Geotechnical	
41001	PD-Geotechnical	\$ 4,142,900
210018-0011	AECOM Task Order 11 - FY25/26	
	Field Work Geotechnical	\$ 4,142,900
41011	PD-Geotechnical Management	\$ 1,047,000
210018-0011	AECOM Task Order 11 - FY25/26	
	Field Work Management	\$ 820,100
	ODC	\$ 46,600

CODE	Description		Revised Draft FY25/26 Budget \$
		ODC Travel	\$ 180,300
4115	PD-Project Surveying and Mapping		
41150	PD-Property Access & Acquisition		\$ 1,818,700
180013-0005		Psomas Task Order 5 - FY25/26	
		Survey & Mapping	\$ 1,798,700
		ODC	\$ 20,000
		ODC Travel	\$ -
4190	PD-Undefined Allowance		
41900	PD-Undefined Allowance		\$ 4,209,500
		Undefined Allowance	\$ 4,209,500

Note: Numbers are rounded up to the nearest hundred.



DCA

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

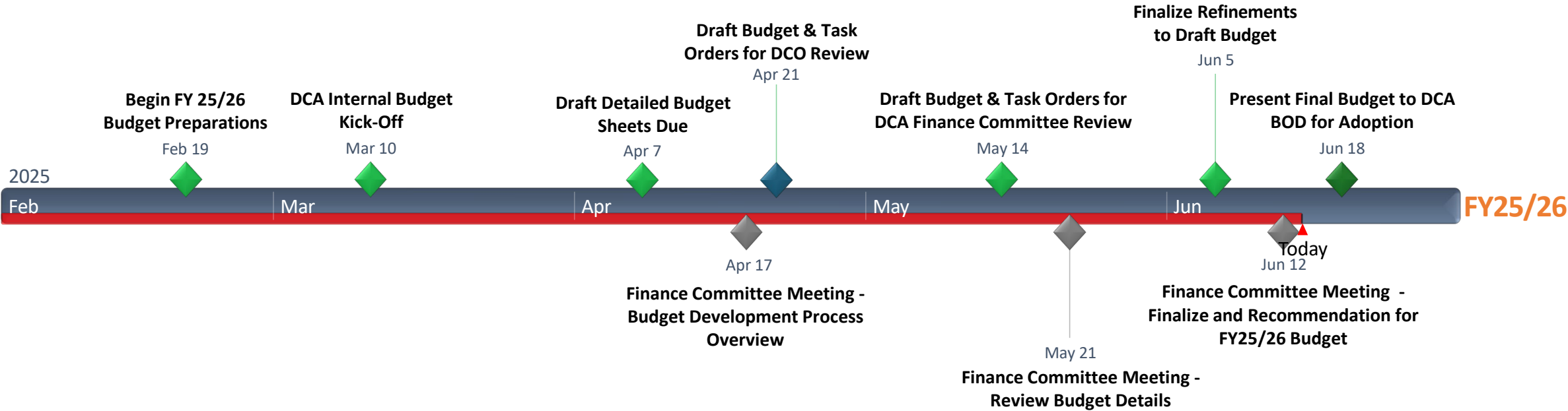
DCA Final FY 2025/26 Budget

June 18, 2025 | Agenda Item 7c | Attachment 2

Agenda

- 1. FY 25/26 Budget Planning Timeline**
- 2. Proposed Final FY25/26 Scope and Budget**
- 3. Finance Committee & Staff Recommendation**
- 4. Q & A**

FY 25/26 Budget Planning Schedule



Proposed Final FY2025/26 Scope and Budget

FY 2025/26 Scope of Services

FY 2024/25 Accomplishments:

- Provided engineering support to DWR permit efforts
- Communication of updated Class IV cost estimate released in May 2024
- Continue development of design, construction, and contracting innovations to improve/refine project definition and constructability
- Continue organizational growth and transition planning for future stages of the program
- Further development of “closer look” series, tour support, fact sheets, and translated materials
- Secured PWA funding for DCP workplan through end of 2027

FY 2025/26 Priorities:

- Continue providing support to DWR permit efforts
- Engineering analyses and documentation for a systemwide BODR to support an updated Class III cost estimate planned for FY2026/27
- Developing and refining the overall program schedule
- Develop the environmental compliance plan and establish the systems for monitoring and reporting
- Continuing development of DCA standards, procedures, and requirements to support an efficient transition into the delivery phase

Current WBS

The Program Management team developed a programmatic **Work Breakdown Structure (WBS)** to organize all budgeted activities of the DCA for the Delta Conveyance Program. The WBS was developed for all phases of the program from initiation to program closeout. Work activities of the DCA at the highest level of the WBS are described below:

Current Phases:

Program Management Office – Cross-organizational support functions throughout all phases of the program.

Program Initiation – Engineering work to support the environmental permitting phase, including evaluation of alternatives, improving definition of features, design criteria, contracts, and interfaces. This Phase ends when all major permits have been obtained and the program is positioned for implementation.

Program Delivery – Pre-Design data collection activities to support further study of a preferred project. This Phase would ultimately include final design and construction projects managed by the PMO.

PROGRAM MANAGEMENT OFFICE (PMO)

PMO-Executive Office
EO-Management
EO-Executive Office
EO-Chief Engineer
EO-DCA Board Meetings
EO-General Counsel
EO-General Counsel
EO-Audit
EO-Audit
EO-Treasury
EO-Treasury
EO-Human Resources
EO-Human Resources
EO-Undefined Allowance
EO-Undefined Allowance
PMO-Community Engagement
CE-Management
CE-Management
CE-Community Coordination
CE-Community Support
CE-Outreach
CE-Community Meetings
CE-Social Media
PMO-Program Controls
PCTRL-Management
PCTRL-Management
PCTRL-Risk Mgt
PCTRL-Risk Mgt
PCTRL-Cost Mgt
PCTRL-Cost Mgt
PCTRL-Schedule Mgt
PCTRL-Schedule Mgt
PCTRL-Document Mgt
PCTRL-Document Mgt
PCTRL-Cost Validation
PCTRL-Cost Validation
PCTRL-Cost Estimating
PCTRL-Cost Estimating
PCTRL-Program Governance
PCTRL-Program Governance
PCTRL-Asset Management Planning
PCTRL-Asset Management Planning
PMO-Administration
AD-Management
AD-Management
AD-Facilities
AD-Office Rent
AD-Office Furniture
AD-Office Supplies
AD-Other Direct Costs
AD-Office Utilities
AD-Information Technology
AD-IT Services
AD-IT Software
AD-IT Hardware
PMO-Procurement
PCA-Management
PCA-Management

PROGRAM MANAGEMENT OFFICE (Cont.)

PCA-Procurement Management
PCA-Procurement Management
PCA-Contract Administration
PCA-Contract Administration
PMO-Property
PY-Management
PY-Management
PY-Property Agents
PY-Property Agents
PY-Temporary Entrance Permits
PY-Temporary Entrance Permits
PY-Easements
PY-Easements
PY-Land Purchases
PY-Land Purchases
PY-Eminent Domain Support
PY-Eminent Domain Support
PY-Court Ordered Entry Deposit
PY-Court Ordered Entry Deposit
PY-Court Ordered Entry Credit
PMO-Permitting Management
PM-Management
PM-Management
PM-Environmental Planning
PM-Environmental Planning
PM-Permit Acquisition
PM-Permit Acquisition
PM-Permit Monitoring & Compliance
PM-Permit Monitoring & Compliance
PM-Permitting Surveys Management
PM-Cultural Survey Management
PM-Biological Survey Management
PMO-Health and Safety
HS-Management
HS-Management
PMO-Quality Management
QM-Management & Auditing
QM-Management & Auditing
PMO-Sustainability
ST-Management
ST-Management
PMO-Engineering Management
EN-Management
EN-Management
EN-Project Design Reviews
EN-Basis of Design Report Review
EN-30% Design Review
EN-60% Design Review
EN-Bid Review
EN-Value Engineering
PMO-Geotechnical Management
GT-Management
GT-Management
PMO-Surveying & Mapping Management
SM-Management & Auditing
SM Management & Auditing

PROGRAM INITIATION PHASE (PI)

PI-Engineering
PIE-Management & Administration
PIE-Management & Admin.
PIE-CEQA Engineering Support
PIE-CEQA Engineering Support
PIE-Facility Studies
PIE-Facility Studies
PIE-Shared Support Services
PIE-Shared Support Services
PIE-Project Definition Reports
PIE-Project Definition Reports
PIE-Permit Engineering Support
PIE-Permit Engineering Support
PI-Fieldwork
PIF-Management
PIF-Geotechnical Work
PIF-Surveying

Program Delivery Phase (PD)

PD-Project Delivery
PDPD-Management
PDPD-Management
PDPD-Project Design Procurement
PDPD-Design Procurement
PDPD-Project Geotechnical
PDPD-Geotechnical
PDPD-Project Surveying & Mapping
PDPD-Surveying & Mapping
PDPD-Project Permit Monitoring & Compliance
PDPD-Permit Monitoring & Compliance
PDPD-Permitting Surveys
PDPD-Cultural Surveys
PDPD-Biological Surveys

FY 2025/26 Proposed Budget Summary

- \$65M proposed FY2025/26 budget compared to \$43.0M budget for FY2024/25
- New tasks being introduced for FY2025/26
- Unallocated Reserved is in Program Delivery, but may be used any phase

CODE	Description	FY24/25 Budget	Revised Proposed FY25/26 Budget
		\$ 43,000,200	\$ 65,000,000
10	PROGRAM MANAGEMENT OFFICE	\$ 19,727,300	\$ 26,521,300
100	PMO-Executive Office	\$ 4,939,700	\$ 5,002,300
110	PMO-Community Engagement	\$ 1,224,600	\$ 1,449,000
120	PMO-Program Controls	\$ 4,905,500	\$ 6,956,000
130	PMO-Administration	\$ 3,535,700	\$ 5,678,600
140	PMO-Procurement and Contract Administration	\$ 762,900	\$ 950,900
150	PMO-Property	\$ 1,028,300	\$ 1,269,600
160	PMO-Permitting Management	\$ 1,254,600	\$ 2,765,000
170	PMO-Health and Safety	\$ 431,600	\$ 400,100
180	PMO-Quality Management	\$ 698,600	\$ 541,200
190	PMO-Sustainability	\$ 501,500	\$ 424,600
210	PMO-Geotechnical Management	\$ 444,300	\$ 818,100
220	PMO- Survey & Mapping	\$ -	\$ 265,900
30	PROGRAM INITIATION	\$ 13,938,700	\$ 27,260,600
300	PI-Engineering	\$ 13,938,700	\$ 27,260,600
40	PROGRAM DELIVERY	\$ 9,334,200	\$ 11,218,100
410	PD-Project Geotechnical	\$ 9,334,200	\$ 11,218,100

BUDGET BY VENDOR (\geq \$250,000; 90% OF \$65M BUDGET)

Consultant / Vendor	FY 24/25 Budget	Revised FY 25/26 Budget	Services
Jacobs	\$ 16,402,500	\$ 31,665,500	Engineering
Parsons	\$ 9,528,700	\$ 12,181,900	Program Management
AECOM	\$ 9,334,200	\$ 5,189,900	Geotechnical Exploration
PSOMAS	\$ -	\$ 1,818,700	Surveying Services
GV/HI Park Tower	\$ 1,310,000	\$ 1,356,300	Office Lease
Lucas Public Affairs	\$ -	\$ 1,055,900	Communication/Outreach Services, Communications Manager
Anticipated Awards	\$ -	\$ 976,600	Deputy Director Services
Launch	\$ 371,900	\$ 809,300	Information Technology and Equipment
Bender Rosenthal	\$ 553,000	\$ 650,700	Right of Way Services
Metropolitan Water District	\$ 545,200	\$ 624,400	Treasury and Administrative
Bradner Consulting	\$ 608,000	\$ 629,700	Executive Director
Best, Best & Krieger	\$ 497,200	\$ 520,000	General Counsel
DWR	\$ 50,000	\$ 503,500	Temporary and Court Ordered Entry Permits
Anticipated Awards	\$ -	\$ 500,000	Human Resource Support
Anticipated Awards	\$ -	\$ 300,000	Facilitation Services
Anticipated Awards	\$ -	\$ 250,000	Community Liaison
Anticipated Awards	\$ -	\$ 250,000	Executive Strategic Support Services

Note: Final FY 25/26 Proposed Budget Values Rounded up to the Nearest \$100

Discussion or Questions?

- **Available materials:**
 - FY2025/26 Budget Summary
 - FY2025/26 Budget Detail

Recommendation Request

- **Staff requests that the Board of Directors approve the Finance Committee's recommendation and adopt the proposed final budget for FY 2025/26.**

Questions?

Board Memo

Contact: Sam Smalls, MWD Treasury and Debt Manager

Agenda Date: June 18, 2025, Board Meeting

Item No. 7d

Subject: Adopt Resolution Approving the Investment Policy

Summary:

Seeking Board approval of DCA's Statement of Investment Policy (Policy) for fiscal year (FY) 2025/26. Staff also seeks Board approval for the delegation of authority to the Treasurer to invest DCA's funds for FY 2025/26, pursuant to the California Government Code (Government Code).

Detailed Report:

The Policy has been updated to ensure that it complies with the requirements of the Government Code, conforms to the investment policy certification standards established by the California Municipal Treasurers Association, provides a balance between investment restrictions and investment flexibility, and expresses investment objectives and preferences with clarity and consistency.

Action:

Staff recommends the Board approve the Statement of Investment Policy for fiscal year 2025/26; and delegate authority to the Treasurer to invest the DCA's funds for Fiscal Year 2025/6.

Attachments:

Attachment 1 – Resolution-XX To Authorize The Investment Policy And Annual Delegation To The DCA Treasurer For Fiscal Year 2025/26

Attachment 2 – Investment Policy

Attachment 3 – Investment Policy Presentation

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 25-xx

Introduced by Director: XXXX

Seconded by Director: XXXX

**RESOLUTION TO AUTHORIZE THE INVESTMENT POLICY AND ANNUAL DELEGATION
TO THE DCA TREASURER
FOR FISCAL YEAR 2025/26**

WHEREAS, pursuant to Government Code Section 53607, a legislative body of a local agency has the authority to delegate for a one-year period investment authority to the treasurer and that such delegation may be renewed each year; and

WHEREAS, as part of best practice and sound financial management, the Delta Conveyance Design and Construction Authority (DCA) adopts an annual Investment Policy outlining the permitted investments of DCA funds; and

WHEREAS, the DCA Board of Directors wishes to delegate investment authority to the Treasurer for Fiscal Year 2025-26 and to adopt the Investment Policy for such fiscal year.

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

1. The Board of Directors hereby determines that the preceding recitals are true and correct and hereby adopts and incorporates them into this Resolution.
2. The Board of Directors adopts the DCA Investment Policy for fiscal year 2025-26 as attached hereto as Exhibit A and incorporated by this reference.
3. The Board of Directors hereby delegates to the DCA's Treasurer the authority to invest or to reinvest funds of the DCA, or to sell or exchange securities so purchased for Fiscal Year 2025-26 in compliance with the Investment Policy and applicable law.
4. The DCA's Treasurer shall assume full responsibility for these transactions until the delegation of authority is revoked or expires
5. This Resolution shall take effect immediately upon its adoption

* * * * *

This Resolution was passed and adopted this 18 day of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

DCA Board President, Martin Milobar

Attest:

DCA Secretary, Gary Martin



DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY (DCA) BOARD POLICY ON INVESTMENT

PREAMBLE

This policy is intended to provide guidelines for the prudent investment of surplus cash, reserves, trust funds, bond proceeds and restricted monies.

SECTION 1. POLICY

It is the policy of the Board of Directors of the Delta Conveyance Design and Construction Authority ("DCA") to invest public funds in a manner which conforms to the three fundamental criteria in order of importance, as listed:

- Safety of Principal
- Liquidity
- Return on Investment, or Yield

SECTION 2. INVESTMENT AUTHORITY

In accordance with Section 53600, *et seq.*, of the Government Code of the State of California, the authority to invest DCA public funds has been delegated to the DCA's Treasurer.

SECTION 3. DELEGATION OF AUTHORITY

Responsibility for the investment program is specifically delegated by the Board to the Board-appointed Treasurer or, if no such appointment has been made, to the Executive Director, hereafter referred to as Treasurer who will establish procedures for the investment program, consistent with this Investment Policy. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities, including procedures to execute investment transactions in the absence of the Treasurer.

SECTION 4. STATEMENT OF OBJECTIVES

Per Section 53600.5 of the California Government Code, the primary objective of the Treasurer shall be to safeguard the principal of the funds under his or her control when investing public funds. The secondary objective will be to maintain liquidity as required by the DCA and the third objective is to obtain a return on investment of these funds.

In order of priority, the three fundamental criteria shall be followed in the investment of funds:

- (1) Safety of Principal** – Investments shall be undertaken in a manner which first seeks to ensure the preservation of principal in the portfolio. Each investment transaction shall be entered only after taking into consideration the quality of the issuer, the underlying security or collateral, and diversification of the portfolio. Cash flow analysis will be conducted and utilized to avoid the need to sell securities prior to maturity. The DCA shall seek to preserve principal by mitigating both credit and market risk.
- (2) Liquidity** – Every effort shall be made to ensure that the DCA's portfolio is sufficiently liquid to meet current and anticipated operating requirements. Cash flow analysis should be performed on an ongoing basis. Investments shall be made to ensure maturities are compatible with anticipated cash flow requirements.
- (3) Return on Investment, or Yield** – Investments shall be undertaken to produce an investment return consistent with the primary objectives of Safety of Principal and Liquidity, and the Prudent Investor Standard.

The Treasurer shall have an overall investment objective of holding investments to maturity and not investing with the objective of actively trading or trading for speculative purposes. However, the Treasurer may, from time to time, swap or sell securities in order to reposition securities to current coupon issues, maintain proper asset allocation limits, or to realize profits from market value appreciation.

The Treasurer may sell securities in order to protect the overall quality of the portfolio under the following circumstances:

- (1) To raise cash to meet unanticipated cash-flow requirements;
- (2) To swap old securities for current coupon securities;
- (3) To maintain portfolio allocation limits; and
- (4) To avoid further erosion and loss of investment principal due to deterioration in credit-worthiness, as well as to respond to rapidly changing interest rate environments.

SECTION 5. SCOPE

The Investment Policy applies to all available funds of the DCA with the exception of proceeds of notes, bonds or similar external financings which would be invested pursuant to bond indentures or State of California Government Code Section 53600, et seq., as applicable.

SECTION 6. PRUDENT INVESTOR STANDARD

All investments and evaluation of such investments shall be made with the Prudent Investor Standard as set forth in the California Government Code, Sections 53600.3 and 27000.3, which is defined as a standard of conduct whereby any person authorized to make investment decisions on behalf of the DCA acts with care, skill, prudence and diligence under the circumstances then prevailing, including but not limited to, the general economic conditions and the anticipated needs of the DCA with the aim to safeguard principal and meet the liquidity needs of the DCA.

SECTION 7. PORTFOLIO ADJUSTMENTS

Portfolio percentage limitations for each category of investment are applicable only at the date of purchase. Should an investment percentage be exceeded due to instances such as the fluctuation in overall portfolio size, or market valuation changes, the Treasurer is not required to sell the affected securities.

Should a security held in the portfolio be downgraded below the minimum rating criteria specified in this Investment Policy, the Treasurer shall sell such security in a manner designed to minimize losses. If the security is downgraded to a level that is less than investment grade, the Treasurer shall perform a credit analysis of such security to determine whether hold or sell the security. The Treasurer may elect to sell the security immediately to minimize losses in the event that an orderly disposition with minimal losses cannot be achieved. If the security matures within sixty (60) days of the rating decline, the Treasurer may choose not to sell the affected security.

The Treasurer shall note in a quarterly report securities which have been downgraded below investment grade and the status of disposition.

SECTION 8. SAFEKEEPING AND CUSTODY

All securities transactions entered into by the DCA shall be conducted on a delivery-versus-payment (DVP) basis pursuant to a custodial safekeeping agreement. All securities owned by the DCA shall be held in safekeeping by an independent custodian designated by the Treasurer. Financial institutions providing safekeeping services shall provide reports or receipts which verify securities held in safekeeping.

SECTION 9. REPORTING

The Treasurer shall submit a quarterly report within 30 days following the end of the quarter covered by the report to the DCA Board of Directors pursuant to California Government Code Section 53646 (b)(1). The report shall at a minimum provide information on compliance to this policy and on the composition of the portfolio for each fund with:

- Types of investment
- Issuer
- Maturity dates
- Par and dollar amount
- Market values including source of the valuation
- Rates of Interest
- Expected yields to maturity

In addition, the quarterly report shall also include a statement denoting the ability to meet the DCA's expenditure requirements for the next six (6) months.

SECTION 10. INVESTMENT GUIDELINES AND ELIGIBLE SECURITIES

Section 53600, et seq., of the Government Code of the State of California prescribes the statutory requirement relating to investments by local treasurers, providing guidance on:

- Allowable investments
- Portfolio diversification requirements including proportional limits on investment types, maximum maturity, and minimum credit rating criteria.

The maximum maturity of any investment in the portfolios shall not exceed five (5) years except when specifically authorized by the DCA Board of Directors through resolution. When practical, the Treasurer shall solicit more than one quotation on each trade for the purpose of awarding investment trades on a competitive basis. The DCA will conform to the legal provisions set forth in the Government Code with further and more specific requirements about allowable investments and restrictions as detailed below:

10.1 US Treasury Bonds, Bills and Notes

Bills, notes and bonds issued by the U.S. Treasury which are direct obligations of the federal government.

- Maximum limit: 100% of the portfolio
- Maximum maturity of five (5) years
- Credit Requirement: N.A.

10.2 Federal Agency Bonds and Notes

Notes and bonds of federal agencies, government-sponsored enterprises and international institutions. Not all are direct obligations of the U. S. Treasury but may involve federal sponsorship and/or guarantees, in some instances.

- Maximum limit: 100% of the portfolio
- Maximum maturity of five (5) years
- Credit Requirement: N.A.

10.3 Banker's Acceptances

Bills of exchange or time drafts drawn on and accepted by a commercial bank, typically created from a letter of credit issued in a foreign trade transaction.

- Maximum limit: Forty percent (40%) of the portfolio; five percent (5%) with any one issuer
- Issued by banks with total deposits of over one billion dollars (\$1,000,000,000)
- Maximum maturity of one-hundred eighty (180) days
- Credit requirement: A-1 or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO).
- Issued by banks from offices in the USA.

10.4 Commercial Paper

Commercial paper is defined as short-term, unsecured promissory notes issued by financial and non-financial companies to raise short-term cash. Financial companies issue commercial paper to support their consumer and/or business lending; non-financial companies issue for operating funds.

- Maximum limit: Twenty-five percent (25%) of the portfolio; ten percent (10%) with any one issuer
- Maximum Maturity of two hundred seventy (270) days
- Credit requirement: Highest ranking or highest letter and number rating as provided by an NRSRO.
- Entity issuing the commercial paper must meet the conditions of California Government Code Section 53601(h)(1) or (2).

10.5 Medium Term Corporate Notes

Corporate Bonds, Corporate Notes and Deposit Notes. Issuers are banks and bank holding companies, thrifts, finance companies, insurance companies and industrial corporations. These are debt obligations that are generally unsecured.

- Maximum limit: Thirty percent (30%) of the portfolio; ten percent (10%) with any one issuer

- Maximum maturity of five (5) years
- Credit Requirement: AA or its equivalent or better by at least one NRSRO. If rated by any other NRSRO, eligible securities must also be rated A or its equivalent or better.
**Effective July 1, 2025, the credit requirement was updated to, AA or its equivalent or better by at least one NRSRO. Securities purchased before July 1, 2025, meet the prior rating requirement of, A or its equivalent or better by an NRSRO. Securities purchased before July 1, 2025, do not need to be sold to meet the new rating requirement.*
- Eligibility: Limited to corporations organized and operating within the United States or depository institutions licensed by the United States or any State and operating within the United States.

10.6 Negotiable Certificates of Deposit

Issued by nationally or state-chartered banks, savings association or federal association, state or federal credit union, or federally licensed or state licensed branch of a foreign bank.

- Maximum limit: Thirty percent (30%) of the portfolio, with five percent (5%) per issuer
- Maximum maturity of five (5) years
- Credit Requirement: A (long-term) or A-1 (short-term) or their equivalents or better by an NRSRO
- Issued by banks with total deposits of one billion dollars (\$1,000,000,000) or more

10.7 Bank Deposit

Insured or collateralized time certificates of deposits, saving accounts, market rate accounts, or other bank deposits.

- Maximum limit: Thirty percent (30%) of the portfolio for all deposits
- Maximum maturity five (5) years
- Credit Requirement: All deposits must be collateralized as required by California Government Code Section 53630 *et seq.* The Treasurer may waive collateral for the portion of any deposits that is insured pursuant to federal law.
- Deposits are limited to a state or national bank, savings association or federal association a state or federal credit union, or a federally insured industrial loan company, located in California.
- Deposits must meet the conditions of California Government Code Section 53630 *et seq.*

Pursuant to Government Code 53637, the DCA is prohibited from investing in deposits of a state or federal credit union if a member of the legislative body or decision-making authority serves on the board of directors or committee.

10.8 Money Market Mutual Funds

Shares of beneficial interest issued by diversified management companies that are money market funds registered with the SEC.

- Maximum Maturity: N/A
- Maximum limit: Twenty percent (20%) of the portfolio
- Credit Requirement: Highest ranking by not less than two NRSROs or must retain an investment advisor that meets specific requirements
- The use of money market funds is limited to Government money market funds that provide daily liquidity and seek to maintain a stable Net Asset Value (NAV)

10.9 State of California, Local Agency Investment Fund (LAIF).

LAIF is a pooled investment fund overseen by the State Treasurer, which operates like a money market fund, but is for the exclusive benefit of governmental entities within the state. The maximum investment amount authorized by the Local Agency Investment Fund (LAIF) is set by the State Treasurer's Office. The LAIF is held in trust in the custody of the State of California Treasurer. The DCA's right to withdraw its deposited monies from LAIF is not contingent upon the State's failure to adopt a State Budget.

- Maximum limit: 100% of the portfolio
- Maximum Maturity: N/A
- Credit requirement: N/A

10.10 Municipal Bonds and Notes

Municipal obligations issued by a municipality within the State of California and any other of the states in the union. This may include bonds, notes, warrants, or other evidence of indebtedness of a local agency within the state.

- Maximum limit: Forty percent (40%) of the portfolio; five percent (5%) with any one issuer
- Maximum maturity of five (5) years
- Must be issued by State of California, any of the other 49 states, or California local agency
- Credit Requirement: A (long-term) or A-1 (short-term) or their equivalents or better by an NRSRO

10.11 Repurchase Agreement

A repurchase agreement is a purchase of authorized securities with terms including a written agreement by the seller to repurchase the securities on a future date and price.

- Maximum limit: Twenty percent (20%) of the portfolio

- Maximum maturity of two hundred seventy (270) days
- Master Repurchase Agreement must be on file
- Limited to primary dealers or financial institutions rated “A” or its equivalent or higher by an NRSRO.
- Fully collateralized at market value of at least one hundred two percent (102%) with US government or federal agency securities

10.12 California Asset Management Program (CAMP)

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7.

- Maximum limit: Forty percent (40%) of the portfolio
- Maximum maturity: N/A
- Credit requirement: AAAm or its equivalent or better by an NRSRO
- Joint powers authority has retained an investment adviser that is registered or exempt from registration with the Securities and Exchange Commission, has five or more years of experience investing in the securities and obligations authorized under California Government Code Section 53601, and has assets under management in excess of five hundred million dollars (\$500,000,000).

10.13 Supranationals

Securities issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB) and eligible for purchase and sale within the United States.

- Maximum allocation: Thirty percent (30%) of the portfolio
- Maximum maturity: Five (5) years
- Credit requirement: AA or its equivalent or better by an NRSRO.

10.14 Asset-Backed Securities

A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivisions (1) or (2) above, the following limitations apply:

- Maximum allocation: Twenty percent (20%) of the portfolio, five percent (5%) with any one issuer
- Maximum maturity: Five (5) years
- Credit requirement: AA or its equivalent or better by an NRSRO.

SECTION 11. CREDIT RATING

Credit rating requirements for eligible securities as specified in this policy specify the minimum credit rating category required at purchase without regard to +, -, or 1, 2, 3 modifiers, if any. The security, at the time of purchase, may not be rated below the minimum credit requirement by any of the NRSROs that rate the security.

SECTION 12. MONITORING SAFETY AND LIQUIDITY

The Treasurer shall monitor, on an ongoing basis, investments for exposure to risk and credit deterioration to ensure primary objectives of safety of principal and liquidity are adhered to. Such matters shall be reported to the DCA Board of Directors as part of the Treasurer's quarterly and/or annual report.

SECTION 13. ADMINISTRATION

The Treasurer may, at any time, establish more restrictive requirements for securities approved for investment as deemed appropriate in this Investment Policy. These restrictions may include, but are not limited to, higher credit ratings, lower percentage limits by security type or issuer, shorter maturities and additional collateral requirements for collateralized investments.

SECTION 14. PURCHASING ENTITIES

Investments not purchased directly from the issuer will be purchased from institutions licensed by the State of California as a broker/dealer, including:

- National or California State Chartered Banks
- Federal or California Chartered Savings Institutions
- Brokerage firms designated as a primary government dealer by the Federal Reserve Bank
- Member of a federally-regulated securities exchange
- Institutions licensed by the State of California as a broker/dealer
- Federal or state savings institutions or associations as defined in Finance Code Section 5102

The Treasurer or designee will maintain a current and eligible list of reputable primary and regional dealers, brokers and financial institutions with whom securities trading and placement of funds are authorized. A strong capital base credit worthiness, and, where applicable, a broker/dealer staff experienced in transactions with California local governments are the primary criteria for inclusion on the DCA's approved list.

Approved dealers and brokers shall be limited to primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule)

and which provide: proof of Financial Industry Regulatory DCA (FINRA) certification; proof of California State registration; and a completed agency broker/dealer questionnaire. In addition, prior to approval and for every two years thereafter, approved dealers and brokers must provide: an audited financial statement; certification of receipt, review of and willingness to comply with the current Investment Policy; and certification of compliance with Rule G-37 of the Municipal Securities Rulemaking Board regarding limitations on political contributions to the Board of Directors of the DCA or to any candidate for these offices.

The Treasurer may remove a firm from the approved list at any time due to: any failure to comply with any of the above criteria; any failure to successfully execute a transaction; any change in broker/dealer staff; or any other action, event or failure to act which, in the sole discretion of the Treasurer is materially adverse to the best interests of the DCA.

SECTION 15. INVESTMENT SECURITY

To ensure a high degree of internal control, the DCA shall comply with the following:

- All securities purchased from dealers and brokers shall be held in safekeeping by the DCA's custodial bank, a national bank, a State chartered bank or trust company, established for this purpose as someone other than the selling party of the security. Securities purchased will be covered by a trust or safekeeping receipt in a manner that establishes the DCA's ownership. All transactions completed on a delivery versus pay basis (DVP).
- All trade confirmation shall be received directly and reviewed for conformity to the original transaction by an individual other than the person originating the transaction. All trade confirmation must be an original; copies of confirmations are not allowed. Any discrepancies will be brought to the attention of the Treasurer.

SECTION 16. PERFORMANCE REVIEW AND INTERNAL CONTROL

The Treasurer or designee shall maintain a system of internal controls designed to ensure compliance with the Investment Policy and to prevent losses due to fraud, employee error, and misrepresentations by third parties or unanticipated changes in financial markets. The internal control includes monitoring the activities of any subordinate officials acting on behalf of the DCA. Procedures should include references to individuals authorized to execute transactions or transfers, safekeeping agreements, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. As part of the annual audit, the DCA's external auditor

will perform a review of investment transactions to verify compliance with policies and procedures.

SECTION 17. ETHICS AND CONFLICT OF INTEREST

All officers and employees involved in the investment process shall refrain from engaging in any personal business activity which could conflict with proper execution of investments subject to this Policy. Any material financial interests in financial institutions which do business with the DCA should be disclosed to the Executive Director of the DCA. All individuals involved in the investment process are required to report all gifts and income in accordance with California State Law.

SUMMARY TABLE OF INVESTMENT GUIDELINES AND ELIGIBLE SECURITIES

Authorized Investments	Maximum % Holdings	Purchase Restrictions	Maximum Maturity	Credit Quality
US Treasury Bonds, Bills and Notes	100%	N/A	5 Years	<i>N/A</i>
Federal Agency Bonds & Notes	100%	N/A	5 Years	<i>N/A</i>
Bankers' Acceptance	40%	5% per issuer ¹	180 days	<i>"A-1" or its equivalent or higher by an NRSRO</i>
Commercial Paper	25%	10% per issuer ¹	270 days	<i>Highest ranking or of the highest letter and number rating as provided by an NRSRO</i>
Medium Term Corporate Notes	30%	10% per issuer ¹ , US licensed and operating corporations	5 years	"AA" or its equivalent or higher by at least one NRSRO.
Negotiable CD	30%	5% per issuer ¹ , National or state chartered bank, S&L, or branch of foreign bank	5 years	<i>"A-1" (short-term) or "A" (long-term) or their equivalents or higher by an NRSRO</i>
Bank Deposit	30%	See California Government Code Section 53637	5 Years	<i>Collateralized/FDIC Insured in accordance with California Government Code</i>
Money Market Mutual Funds	20%	Gov't MMF, stable NAV	Daily Liquidity	<i>Highest ranking by two NRSROs or advisor requirements</i>

Authorized Investments	Maximum % Holdings	Purchase Restrictions	Maximum Maturity	Credit Quality
State of California, Local Agency Investment Fund ("LAIF")	LAIF limit for operating accounts	Subject to California Government Code Section 16429.1 limitations	N/A	<i>N/A</i>
Municipal Bonds & Notes	40%	State of California, other 49 states, or California agencies	5 Years	<i>"A" or its equivalent or higher by an NRSRO</i>
Repurchase Agreements ("REPO")	20%	Limited to primary dealers or financial institutions rated "A" or better by an NRSRO	270 days	<i>Collateralized (min 102% of funds invested) with US Government or federal agency securities with maximum 5 year maturities</i>
California Asset Management Program ("CAMP")	40%	N/A	Daily Liquidity	<i>"AAAm" or its equivalent or higher by a NRSRO</i>
Supranationals	30%	Limited to IBRD, IFC, IADB	5 Years	<i>"AA" or its equivalent or higher by a NRSRO</i>
Asset-Backed Securities	20%	5% per issuer ¹	5 Years	<i>"AA" or its equivalent or higher by an NRSRO</i>

Notes:

1. Per issuer limits, when listed, are calculated across investment types at the parent company level.
2. Effective July 1, 2025, the credit requirement was updated to, AA or its equivalent or better by at least one NRSRO. Securities purchased before July 1, 2025, meet the prior rating requirement of, A or its

equivalent or better by an NRSRO. Securities purchased before July 1, 2025, do not need to be sold to meet the new rating requirement.

RATING DESCRIPTION TABLE

Long Term Debt Ratings			
Credit Quality	Moody's	S&P	Fitch
Strongest Quality	Aaa	AAA	AAA
Strong Quality	Aa1/Aa2/Aa3	AA+/AA/AA-	AA
Good Quality	A1/A2/A3	A+/A/A-	A
Medium Quality	Baa1/Baa2/Baa3	BBB+/BBB/BBB-	BBB
Speculative	Ba1/Ba2/Ba3	BB+/BB/BB-	BB
Low	B1/B2/B3	B+/B/B-	B
Poor	Caa	CCC+	CCC
Highly Speculative	Ca/C	CCC/CCC-/CC	CC

Short Term Debt Ratings			
Credit Quality	Moody's	S&P	Fitch
Strongest Quality	P-1	A-1+	F1
Strong Quality		A-1	
Good Quality	P-2	A-2	F2
Medium Quality	P-3	A-3	F3

Note: Investment Grade ratings applies to securities with at least a medium credit quality or higher by one of the nationally recognize rating organization, anything below the medium credit quality is non- investment grade.

EXHIBIT A GLOSSARY

ACCRETION: Adjustment of the difference between the prices of a bond bought at an original discount and the par value of the bond.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises (GSEs), also known as U.S. Government instrumentalities. Securities issued by Government National Mortgage Association (GNMA) are considered true agency securities, backed by the full faith and credit of the U.S. Government. GSEs are financial intermediaries established by the federal government to fund loans to certain groups of borrowers, for example homeowners, farmers and students and are privately owned corporations with a public purpose. The most common GSEs are Federal Farm Credit System Banks, Federal Home Loan Banks, Federal Home Loan Mortgage Association, and Federal National Mortgage Association.

AMORTIZATION: Accounting procedure that gradually reduces the cost value of a limited life or intangible asset through periodic charges to income. For fixed assets, the term used is “depreciation”. It is common practice to amortize any premium over par value paid in the purchase of preferred stock or bond investments.

APPRECIATION: Increase in the value of an asset such as a stock bond, commodity or real estate.

ASKED PRICE: The price a broker/dealer offers to sell securities.

ASSET BACKED: A type of security that is secured by receivables, such as credit card and auto loans. These securities typically pay principal and interest monthly.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. This money market instrument is used to finance international trade.

BASIS POINT: One-hundredth of one percent (i.e., 0.01%).

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio’s investment.

BID PRICE: The price a broker/dealer offers to purchase securities.

BOND: A financial obligation for which the issuers promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOOK VALUE: The value at which a debt security is shown on the holder’s balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER: A broker acts as an intermediary between a buyer and seller for a commission and does not trade for his/her own risk and account or inventory.

CALLABLE SECURITIES: A security that can be redeemed by the issuer before the scheduled maturity date.

CASH EQUIVALENTS (CE): Highly liquid and safe instruments or investments that can be converted into cash immediately. Examples include bank accounts, money market funds, and Treasury bills.

CASH FLOW: An analysis of all changes that affect the cash account during a specified period.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): A type of mortgage-backed security that creates separate pools of pass-through rates for different classes of bondholders with varying maturities, called tranches. The repayments from the pool of pass-through securities are used to retire the bonds in the order specified by the bonds' prospectus.

COMMERCIAL PAPER: Short-term, unsecured, negotiable promissory notes of corporations.

CORPORATE NOTE: Debt instrument issued by a private corporation.

COUPON: The annual rate at which a bond pays interest.

CREDIT RATINGS: A grade given to a debt instrument that indicates its credit quality. Private independent rating services such as Standard & Poor's, Moody's and Fitch provide these.

CREDIT RISK: The risk that an obligation will not be paid and a loss will result due to a failure of the issuer of a security.

CUSIP: Stands for Committee on Uniform Securities Identification Procedures. A CUSIP number identifies most securities, including: stocks of all registered U.S. and Canadian companies, and U.S. government and municipal bonds. The CUSIP system—owned by the American Bankers Association and operated by Standard & Poor's—facilitates the clearing and settlement process of securities. The number consists of nine characters (including letters and numbers) that uniquely identify a company or issuer and the type of security.

CURRENT YIELD: The annual interest on an investment divided by the current market value. Since the calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSTODIAN: A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own risk and account or inventory.

DEBENTURES: A bond secured only by the general credit of the issuers.

DELIVERY VERSUS PAYMENT (DVP): Delivery of securities with a simultaneous exchange of money for the securities.

DERIVATIVES: A financial instrument that is based on, or derived from, some underlying asset, reference date, or index.

DIRECT ISSUER: Issuer markets its own paper directly to the investor without use of an intermediary.

DISCOUNT: The difference between the cost of a security and its value at maturity when quoted at lower than face value.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns and risk profiles.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. Duration measures the price sensitivity of a bond to changes in interest rates.

EFFECTIVE RATE OF RETURN: The annualized rate of return on an investment considering the price paid for the investment, its coupon rate, and the compounding of interest paid. $(\text{Total Earnings} / \text{Average daily balance}) \times (365 / \# \text{ of days in the reporting period})$

FACE VALUE: The principal amount owed on a debt instrument. It is the amount on which interest is computed and represents the amount that the issuer promises to pay at maturity.

FAIR VALUE: The amount at which a security could be exchanged between willing parties, other than in a forced or liquidation sale. If a market price is available, the fair value is equal to the market value.

FANNIE MAE: Trade name for the Federal National Mortgage Association (FNMA), a U.S. Government sponsored enterprise.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that provides insurance on bank deposits, guaranteeing deposits to a set limit per account, currently \$250,000.

FEDERAL FARM CREDIT BANK (FFCB): Government-sponsored enterprise that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks and the Banks for Cooperatives. Its securities do not carry direct U.S. government guarantees.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is considered to be the most sensitive indicator of the direction of interest rates, as it is currently pegged by the Federal Reserve through open-market operations.

FEDERAL GOVERNMENT AGENCY SECURITIES: Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued

by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored enterprise (currently made up of 12 regional banks) that regulates and lends funds and provides correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. Although the banks operate under federal charter with government supervision, the securities are not guaranteed by the U. S. Government.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): Government sponsored enterprise that helps maintain the availability of mortgage credit for residential housing. FHLMC finances these operations by marketing guaranteed mortgage certificates and mortgage participation certificates. Its discount notes and bonds do not carry direct U.S. government guarantees.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): Government sponsored enterprise that is the largest single provider of residential mortgage funds in the United States. FNMA is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted.

FEDERAL OPEN MARKET COMMITTEE (FOMC): A committee of the Federal Reserve Board, which establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

FEDERAL RESERVE SYSTEM: The central bank of the U.S. which consists of a seven member Board of Governors, 12 regional banks and about 5,700 commercial banks that are members.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FREDDIE MAC: Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. government sponsored enterprise.

GINNIE MAE: Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U.S. Government.

GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB): A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

GUARANTEED INVESTMENT CONTRACTS (GICS): An agreement acknowledging receipt of funds, for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

INTEREST RATE RISK: The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.

INVESTMENT AGREEMENTS: A contract providing for the lending of issuer funds to a financial institution that agrees to repay the funds with interest under predetermined specifications.

INVESTMENT GRADE (LONG TERM RATINGS): The minimum, high-quality ratings for long-term debt such as corporate notes. Investment Grade ratings are as follows: A3 (Moody's), A- (S&P), and A- (Fitch).

INVESTMENT PORTFOLIO: A collection of securities held by a bank, individual, institution or government DCA for investment purposes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash with minimum risk of principal.

LOCAL DCA INVESTMENT FUND (LAIF): An investment pool sponsored by the State of California and administered/managed by the State Treasurer. Local government units, with consent of the governing body of that agency, may voluntarily deposit surplus funds for the purpose of investment. Interest earned is distributed by the State Controller to the participating governmental agencies on a quarterly basis.

LOCAL AGENCY INVESTMENT POOL: A pooled investment vehicle sponsored by a local agency or a group of local agencies for use by other local agencies.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates. Systematic risk of a security that is common to all securities of the same general class (stocks, bonds, notes, money market instruments) and cannot be eliminated by diversification (which may be used to eliminate non-systematic risk).

MARKET VALUE: The price at which a security is currently being sold in the market. See FAIR VALUE.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase agreements and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date that the principal or stated value of a debt instrument becomes due and payable.

MEDIUM-TERM CORPORATE NOTES (MTNs): Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100 basis point change in yields. This is a measure of a portfolio's or security's exposure to market risk.

MONEY MARKET: The market in which short-term debt instruments (Treasury Bills, Discount Notes, Commercial Paper, Banker's Acceptances and Negotiable Certificates of Deposit) are issued and traded.

MORTGAGED BACKED SECURITIES: A type of security that is secured by a mortgage or collection of mortgages. These securities typically pay principal and interest monthly.

MUNICIPAL BONDS: Debt obligations issued by states and local governments and their agencies, including cities, counties, government retirement plans, school Agencies, state universities, sewer agency, municipally owned utilities and authorities running bridges, airports and other transportation facilities

MUTUAL FUND: An entity that pools money and can invest in a variety of securities that are specifically defined in the fund's prospectus.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit that can be sold in the open market prior to maturity.

NET PORTFOLIO YIELD: Calculation in which the 365-day basis equals the annualized percentage of the sum of all Net Earnings during the period divided by the sum of all Average Daily Portfolio Balances.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): Is a credit rating agency that issues credit ratings that the U.S Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit: Sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE: The amount of principal which must be paid at maturity. Also referred to as the face amount of a bond. See FACE VALUE.

PORTFOLIO: The collection of securities held by an individual or institution.

PREMIUM: The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. These dealers are authorized to buy and sell government securities in direct dealing with the Federal Reserve Bank of New York in its

execution of market operations to carry out U.S. monetary policy. Such dealers must be qualified in terms of reputation, capacity, and adequacy of staff and facilities.

PRIME (SHORT TERM RATING): High-quality ratings for short-term debt such as commercial paper. Prime ratings are as follows: P1 (Moody's), A1 (S&P), and F1 (Fitch).

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRIVATE PLACEMENTS: Securities that do not have to be registered with the Securities and Exchange Commission because they are offered to a limited number of sophisticated investors.

PROSPECTUS: A legal document that must be provided to any prospective purchaser of a new securities offering registered with the Securities and Exchange Commission that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement").

PRUDENT INVESTOR STANDARD: A standard of conduct for fiduciaries. Investments shall be made with judgment and care--under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

PUBLIC DEPOSIT: A bank that is qualified under California law to accept a deposit of public funds.

PURCHASE DATE: The date in which a security is purchased for settlement on that or a later date. Also known as the "trade date".

RATE OF RETURN: 1) The yield which can be attained on a security based on its purchase price or its current market price. 2) Income earned on an investment, expressed as a percentage of the cost of the investment.

REALIZED GAIN (OR LOSS): Gain or loss resulting from the sale or disposal of a security.

REGIONAL DEALER: A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT (RP or REPO): A transaction in which a counterparty or the holder of securities (e.g. investment dealer) sells these securities to an investor (e.g. the DCA) with a simultaneous agreement to repurchase them at a fixed date. The security "buyer" (e.g. the DCA) in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the "buyer" for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO): The opposite of a repurchase agreement. A reverse repo is a transaction in which the DCA sells securities to a counterparty (e.g. investment dealer) and agrees to repurchase the securities from the counterparty at a fixed date. The counterparty in effect lends the seller (e.g. the DCA) money for the period of the agreement with terms of the agreement structured to compensate the buyer.

RISK: Degree of uncertainty of return on an asset.

SAFEKEEPING: A service that banks offer to clients for a fee, where physical securities are held in the bank's vault for protection and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's name for the benefit of the client. As an agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or on the call date, if called.

SECURITIES AND EXCHANGE COMMISSION (SEC): DCA created by Congress to protect investors in securities transactions by administering securities legislation.

SECONDARY MARKET: A market for the repurchase and resale of outstanding issues following the initial distribution.

SECURITIES: Investment instruments such as notes, bonds, stocks, money market instruments and other instruments of indebtedness or equity.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

SPREAD: The difference between two figures or percentages. It may be the difference between the bid (price at which a prospective buyer offers to pay) and asked (price at which an owner offers to sell) prices of a quote, or between the amount paid when bought and the amount received when sold.

STRUCTURED NOTE: A complex, fixed-income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include "inverse floating rate" notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising and "dual index floaters", which pay interest based on the relationship between two other interest rates, for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONALS: Are international institutions that provide development financing, advisory services and/or financial services to their member countries to achieve the overall goal of improving living standards through sustainable economic growth. The Government Code allows local agencies to purchase the United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

TIME DEPOSIT: A deposit with a California bank or savings and loan association for a specific amount and with a specific maturity date and interest rate. Deposits of up to \$250,000 are insured by FDIC. Deposits over \$250,000 are collateralized above the insurance with either government securities (at 110% of par value), first trust deeds (at 150% of par value), or letters of credit (at 105% of par value).

TOTAL RATE OF RETURN: A measure of a portfolio's performance over time. It is the internal rate of return which equates the beginning value of the portfolio with the ending value, and includes interest earnings and realized and unrealized gains and losses on the portfolio. For bonds held to maturity, total return is the yield to maturity. $(\text{Net Invested Income} / \text{Time Weighted Invested Value}) \times (365 / \# \text{ of days in the reporting period})$

TRUSTEE OR TRUST COMPANY OR TRUST DEPARTMENT OF A BANK: A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNDERWRITER: A dealer which purchases a new issue of municipal securities for resale.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCY SECURITIES: Securities issued by U.S. government agencies, most of which are secured only by the credit worthiness of the particular agency. See AGENCIES.

U.S. TREASURY OBLIGATIONS: Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are the benchmark for interest rates on all other securities in the U.S. The Treasury issues both discounted securities and fixed coupon notes and bonds. The income from Treasury securities is exempt from state and local, but not federal, taxes.

TREASURY BILLS: Securities issued at a discount with initial maturities of one year or less. The Treasury currently issues three-month and six-month Treasury bills at regular weekly auctions. It also issues very short-term "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES: Intermediate-term coupon-bearing securities with initial maturities of one year to ten years.

TREASURY BOND: Long-term coupon-bearing securities with initial maturities of ten years or longer.

UNREALIZED GAIN (OR LOSS): Gain or loss that has not become actual. It becomes a realized gain (or loss) when the security in which there is a gain or loss is actually sold. See REALIZED GAIN (OR LOSS).

VOLATILITY: Characteristic of a security, commodity or market to rise or fall sharply in price within a short-term period.

WATERFIX BONDS: Those bonds issued by the California Department of Water Resources to fund the California WaterFix, a conveyance project to further the co-equal goals of the State Legislature, pursuant to Section 85054 of the California Water Code.

WEIGHTED AVERAGE MATURITY: The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD: The annual rate of return on an investment expressed as a percentage of the investment. See CURRENT YIELD; YIELD TO MATURITY.

YIELD CURVE: Graph showing the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

YIELD TO MATURITY: Concept used to determine the rate of return if an investment is held to maturity. It takes into account purchase price, redemption value, time to maturity, coupon yield, and the time between interest payments. It is the rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.



DCA

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY

Statement of Investment Policy and Authority to Invest

Statement of Investment Policy and Authority to Invest

June 18, 2025 | Agenda Item 7d | Attachment 3

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Investment Policy and Authority to Invest

- **Sections 53600 et seq. of the California Government Code expressly grants the authority to the Board of Directors to invest public funds and that authority may be delegated to the Treasurer for a one-year period.**

Statement of Investment Policy – Key Changes

	FY2024/25	FY2025/26	Rationale
§10.5	<p>All corporate and depository institution debt securities (not to include other investment types specified in Code) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.</p> <ul style="list-style-type: none"> • Maximum allocation: Thirty percent (30%) of the portfolio; five percent (5%) with any one issuer • Maximum maturity: Five (5) years • Credit requirement: A or its equivalent or better by an NRSRO. 	<p>All corporate and depository institution debt securities (not to include other investment types specified in Code) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.</p> <ul style="list-style-type: none"> • Maximum allocation: Thirty percent (30%) of the portfolio; five percent (5%) with any one issuer • Maximum maturity: Five (5) years • Credit requirement: AA or its equivalent or better by at least one NRSRO. If rated by any other NRSRO, eligible securities must also be rated A or its equivalent or better. 	<p>The credit requirement at the time of purchase is increased to lower the default risk of corporate bond issuers and provide a greater degree of safety and stability.</p>

Recommendation

- Approve the Statement of Investment Policy for fiscal year 2025/26; and
- Delegate authority to the Treasurer to invest DCA's funds for fiscal year 2025/26.

Board Memo

Contacts: Adrian Brown, Chief Contracting Officer

Date: June 18, 2025, Board Meeting

Item No.7e

Subject:

Consider Passing Resolution to obtain Deputy Executive Director Services.

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 consultant, STV, Incorporated (STV), to provide Deputy Executive Director Services for a term of five (5) years and thirteen (13) days with a maximum amount payable of \$7,800,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction 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 Deputy Executive Director services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The Deputy Executive Director consultant will 1) provide full-time or part-time staff support to the Executive Director/ Executive Leadership team on an as needed basis and undertaking other duties as assigned by the Executive Director, 2) assist with the development and implementation of operational policies and procedures. Assist with managing day-to-day operations, ensuring the DCA functions efficiently in coordination with the Executive Leadership and Functional Teams. As directed by the Executive Director, assist with overseeing specific departments or functions, 3) support the Executive Director in developing and implementing technical and strategic project plans. Assist with identifying, analyzing, mitigating and resolving technical challenges that may arise. Work in collaboration with the Executive Leadership Team to implement/ execute opportunities for organizational growth/development and improvements. Support continuous improvement efforts, 4) serve as a spokesperson for the organization and in the absence of the Executive Director step in as the acting Executive Director.

RFQ 240026 was issued on March 27, 2025, to procure various categories of Executive Strategic Support Services. A total of three (3) statements of qualifications (SOQs) were received for the category of Deputy Executive Director Services. 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 General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General 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 ranked prospective candidates.

The selected candidate is STV Incorporated (STV). Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with STV, to provide Deputy Executive Director services for a term of five (5) years and thirteen (13) days in a not-to-exceed amount of \$7,800,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year, thirteen (13) day contract, in a not-to-exceed amount of \$7,800,000 with STV for Deputy Executive Director Services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement For Deputy Executive Director Services

Exhibit A – Agreement for Deputy Executive Director 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 DEPUTY EXECUTIVE DIRECTOR SERVICES

Whereas, there is a need to procure Deputy Executive Director Services; and

Whereas, STV, Incorporated (STV), was selected 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 STV to provide Deputy Executive Director Services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$7,800,000; 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 18th of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

Agreement for Deputy Executive Director Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 240032

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 STV Incorporated, 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 an amended joint powers agreement, effective December 31, 2020, 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 On-Call Deputy Executive Director 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 On-Call Deputy Executive Director 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 June 18, 2025, through June 30, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-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 James Morrison, PE 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: James Morrison, PE

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 \$7,800,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$6,240,000 (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 a copy to: Document Control at 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, 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 Control

STV Incorporated
1024 Iron Point Road, Suite 1077
Folsom, CA 95630
Attention: Mr. James Morrison

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.

STV Incorporated

DCA

By _____

By _____

Print name _____

Name _____

Title _____

Title _____

Date _____

Date _____

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

APPROVED AS TO FORM:
General Counsel

By _____

By _____

Print name _____

Title _____

Date _____

Date _____

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

Attachments

ATTACHMENT 1 – Respondent's Participation Form

[TO BE INSERTED]

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. 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 On-Call Deputy Executive Director Services 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:

- **Deputy Executive Director**

- Assist the DCA by leading or supporting the Executive Team on the topics of operational management, engineering oversight, strategic planning, and internal/external communications regarding the DCP.
- Assist with the development of annual financial and strategic plans and initiatives to meet public agency's goals and objectives, as well as overseeing the selection and management of consultants and contractors.
- Assist with the development and implementation of operational policies and procedures.
- Assist with managing day-to-day operations, ensuring the DCA functions efficiently in coordination with the Executive Leadership and Functional Teams.
- As directed by the Executive Director, assist with overseeing specific departments or functions.
- Supporting the Executive Director in developing and implementing technical and strategic project plans.
- Assist with identifying, analyzing, mitigating and resolving technical challenges that may arise.
- Work in collaboration with Executive Leadership Team to implement/ execute opportunities for organizational growth/development and improvements.
- Support continuous improvement efforts.
- Serving as a spokesperson for the organization and in the absence of the Executive Director step in as the acting Executive Director.
- May also include serving as the DCA's Chief Engineer
- This position may be a part-time or full-time role.

- **Executive Team Support**

- This includes providing full-time or part-time staff support to the Executive Director/ Executive Leadership team on an as needed basis and undertaking other duties as assigned by the Executive Director.

Exhibit B: SAMPLE TASK ORDER FORM



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)			

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.



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**

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

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		
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¹ Billable rate may not exceed \$450 per hour

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. 240032

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

The Multiplier used by the Consultant may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

The Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement, including Exhibit D. Accepted Multipliers for

¹ 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.

Consultant and each subconsultant and unit costs for field and laboratory testing will be established and set forth in the Task Orders issued under this Agreement.

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier exceeded the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2026, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

GENERALLY APPLICABLE PROVISIONS

Notwithstanding anything to the contrary in this Exhibit and applicable to all approaches above, 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

Contacts: Adrian Brown, Chief Contracting Officer

Date: June 18, 2025, Board Meeting

Item No.7f

Subject:

Consider Passing Resolution to obtain Executive Strategic Support Services and Facilitation 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 consultant, Project Neutral, Inc., to provide Executive Strategic Support Services and Facilitation Services for a term of five (5) years with a maximum amount payable of \$750,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction 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 executive strategic support services and facilitation services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The executive strategic support services and facilitation services consultant will 1) assist the Executive Director/ Executive Leadership team with topics related to organizational growth and transition, governance, funding management, finance, contracts, and risk. Services may include the development, review and refinement of DCA’s strategic plans, Program Management Plan, and other high-level strategic plans and documents. This task may include attendance at strategic or routine meetings as requested by the Executive Director, 2) assist the Executive Director with reviewing the DCA’s current organizational and management systems and may include developing recommendations for modifications or changes to increase efficiency or effectiveness to allow the DCA to successful transition to Project implementation, 3) support the Executive Director with meeting management, construction partnering, facilitated dispute prevention & resolution, and decision-making support.

RFQ 240026 was issued on March 27, 2025, to procure various categories of Executive Strategic Support Services. A total of eight (8) statements of qualifications (SOQs) were received for the category of executive strategic support services and five (5) statements of qualifications (SOQs)

were received for the category of facilitation services. 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 General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General 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 ranked prospective candidates.

The selected candidate is Project Neutral. Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with Project Neutral, to provide Executive Strategic Support services and Facilitation services for a term of five (5) years in a not-to-exceed amount of \$750,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$750,000 with Project Neutral for Executive Strategic Support services and Facilitation services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement For Executive Strategic Support services and Facilitation services

Exhibit A – Agreement for Executive Strategic Support services and Facilitation 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 EXECUTIVE STRATEGIC SUPPORT SERVICES AND
FACILITATION SERVICES*

Whereas, there is a need to procure Executive Strategic Support Services and
Facilitation Services; and

Whereas, Project Neutral, Inc., was selected 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
Project Neutral to provide Executive Strategic Support services and Facilitation services, to be
directed by the Executive Director and staff, in a not-to-exceed total amount of \$750,000; 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 18th of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

Agreement for Executive Strategic Support Services and Facilitation Services

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 250008

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 Project Neutral, Inc., 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 an amended joint powers agreement, effective December 31, 2020, 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 On-Call Executive Strategic Support services and Facilitation 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 On-Call Executive Strategic Support services and Facilitation 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 July 1, 2025, through June 30, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-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 Ernest C. Brown 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: Janie Winning, Edward R Ballard, Robert Rizzieri, David Herer, Tim Coffey, Leonard Dorr, and Ernest Brown

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 \$750,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$600,000 (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 a copy to: Document Control at 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, 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 Control

Project Neutral, Inc.
100 Pine Street, Suite 1250
San Francisco, CA 94111
Attention: Mr. Ernest C. Brown

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.

Project Neutral, Inc.

DCA

By _____

By _____

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

[TO BE INSERTED]

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. 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 On-Call Executive Strategic Support Services and Facilitation Services 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:

Executive Strategic Support Services

- Provide strategic advice or direction associated with the effective management and delivery of large public sector infrastructure projects. Support the planning, development, and implementation of strategic goals and initiatives for executive leadership. Lead or support efforts associated with strategic planning or organizational planning and reviews. Areas of focus could include organizational growth and transition, governance, funding management, finance, contracts, and risk.
- Services may include the development, review and refinement of DCA's strategic plans, Program Management Plan, and other high-level strategic plans and documents.
- Attendance at strategic or routine meetings as requested by the Executive Director.
- Assist the Executive Director with reviewing the DCA's current organizational and management systems and may include developing recommendations for modifications or changes to increase efficiency or effectiveness to allow the DCA to successful transition to Project implementation.

Facilitation Services

- Lead and/or support efforts regarding meeting management, partnering chartering, dispute prevention & resolution, and decision-support services associated with planning and construction phase startup, contract negotiations, and governance development for the DCP.
- Plan, coordinate and manage meetings/workshops, manage time, and use techniques to encourage participation from all team members.
- Conduct partnering workshops to bring together all project stakeholders to establish shared goals, responsibilities, and communication protocols.
- Help the DCA identify and navigate potential conflicts, guiding the team towards collaborative solutions through active listening and consensus building.
- Facilitate communication and negotiation between parties involved in a dispute to reach a mutually agreeable resolution.
- Facilitate structured discussions to enable informed decision-making by presenting different options, clarifying concerns, and ensuring everyone understands the rationale to decisions made.

Exhibit B: SAMPLE TASK ORDER FORM



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)			

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.



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**

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

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		

¹ Billable rate may not exceed \$450 per hour

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. 250008

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

The Multiplier used by the Consultant may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

The Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement, including Exhibit D. Accepted Multipliers

¹ 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.

for Consultant and each subconsultant and unit costs for field and laboratory testing will be established and set forth in the Task Orders issued under this Agreement.

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier exceeded the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2026, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

GENERALLY APPLICABLE PROVISIONS

Notwithstanding anything to the contrary in this Exhibit and applicable to all approaches above, 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

Contacts: Adrian Brown, Chief Contracting Officer

Date: June 18, 2025, Board Meeting

Item No.7g

Subject:

Consider Passing Resolution to obtain Executive Strategic Support 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 consultant, CohnReznick Advisory LLC., to provide Executive Strategic Support Services for a term of five (5) years with a maximum amount payable of \$2,500,000 with the right to extend the contract three (3) times for 3-year increments.

Detailed Report:

The Delta Conveyance Design & Construction 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 executive strategic support services for the DCP during the permitting and planning phase, implementation phase, and commissioning phase. The executive strategic support services consultant will 1) assist the Executive Director/ Executive Leadership team with topics related to organizational growth and transition, governance, funding management, finance, contracts, and risk, 2) assist the Executive Director with planning, development, and implementation of strategic goals and initiatives for executive leadership, 3) assist the Executive Director by leading and supporting efforts associated with strategic planning or organizational planning and reviews, 4) support the Executive Director with development, review and refinement of DCA’s strategic plans, Program Management Plan, and other high-level strategic plans and documents, 5) attend strategic or routine meetings as requested by the Executive Director.

RFQ 240026 was issued on March 27, 2025, to procure various categories of On-Call Executive Strategic Support Services. A total of eight (8) statements of qualifications (SOQs) were received for the category of executive strategic support services and five (5) statements of qualifications (SOQs) were received for the category of facilitation services. 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 General Counsel, DWR Environmental Manager, and Zone 7 Water Agency General 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 ranked prospective candidates.

The selected candidate is CohnReznick Advisory LLC. Staff recommends that the DCA Board authorize the Executive Director to negotiate and execute a professional services agreement with CohnReznick Advisory LLC, to provide Executive Strategic Support services for a term of five (5) years in a not-to-exceed amount of \$2,500,000, with the right to extend the contract three (3) times for 3-year increments.

Recommended Action:

Adopt the attached resolution authorizing the Executive Director to negotiate and execute a five (5) year contract, in a not-to-exceed amount of \$2,500,000 with CohnReznick Advisory LLC for Executive Strategic Support services with the right to extend the contract three (3) times for 3-year increments.

Attachments:

Attachment 1 – Draft Resolution 25-XX Professional Services Agreement For Executive Strategic Support services

Exhibit A – Agreement for Executive Strategic Support 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 EXECUTIVE STRATEGIC SUPPORT SERVICES

Whereas, there is a need to procure Executive Strategic Support Services; and

Whereas, CohnReznick Advisory LLC., was selected 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 CohnReznick Advisory LLC., to provide Executive Strategic Support services, to be directed by the Executive Director and staff, in a not-to-exceed total amount of \$2,500,000; 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 18th of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

EXHIBIT A

AGREEMENT FOR EXECUTIVE STRATEGIC SUPPORT SERVICES

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 250005

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 CohnReznick Advisory 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 an amended joint powers agreement, effective December 31, 2020, 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 On-Call Executive Strategic 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 On-Call Executive Strategic 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

Consultant shall perform the services in accordance with the mutually agreed-upon timetables and shall work diligently and in good faith to meet any applicable deadlines. The parties acknowledge that timely performance of the services is critical and depends in part on the availability of information and cooperation from the DCA. This Agreement is in effect from July 1, 2025, through June 30, 2030, subject to earlier termination pursuant to the terminations provisions set forth herein. The DCA reserves the right to extend the Agreement three (3) times for 3-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 Chris Livingstone 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: Chris Livingstone.

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 \$2,500,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$2,000,000 (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 ("Deliverables"). Notwithstanding anything to the contrary contained in this Agreement, Consultant shall retain all rights, title and interest in any pre-existing intellectual property, including, without limitation, any proprietary tools, templates, methodologies, software or materials developed independently of this engagement and used in the performance of the services (including any developments or improvements thereto; collectively, "Consultant Materials"), provided that Consultant hereby grants to the DCA a non-exclusive, royalty-free license to use such materials solely in connection with the Deliverables provided hereunder. For the sake of clarity, Consultant's working papers and internal file materials shall remain the property of Consultant.

b. The DCA may utilize any Deliverable prepared and delivered 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. "Intellectual property" excludes Consultant Materials.

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 agrees that the work shall be performed and completed in accordance with applicable professional 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, during normal business hours and upon reasonable notice, have reasonable access to the applicable work product and project status information for purposes of evaluating Consultant's performance 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 third-party 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 of a violation of California Government Code Section 1090 or any other conflict-of-interest law in the procurement, execution or performance of this Agreement. 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 (blanket endorsement being sufficient).

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 a copy to: Document Control at doccontrol@dcdca.org, evidence of required insurance consisting of a certificate or certificates of insurance and any evidence reasonably required by DCA to confirm that the requirements of this Section 21 have been met. 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 certificate, 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 certificate, 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; provided, however, to the extent the foregoing is not practicable, Consultant shall provide such advance prior notice as required by this Paragraph. 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 terminate the Agreement, or to suspend Consultant's work until proper evidence of insurance is provided.

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, where appropriate, pursuing necessary litigation and enforcement of judgments. Consultant shall promptly 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 may reasonably be expected to 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 books, records and accounts directly pertinent to the performance of this Agreement ("Records") 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 the Records 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 Agreement. 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, 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 Control

CohnReznick Advisory LLC
707 Wilshire Blvd., Suite 4900
Los Angeles, CA 90017
Attention: Mr. Chris Livingstone

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.

CohnReznick Advisory LLC

Delta Conveyance Design & Construction
Authority

By _____

By _____

Print name _____

Name _____

Title _____

Title _____

Date _____

Date _____

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

APPROVED AS TO FORM:
General Counsel

By _____

By _____

Print name _____

Title _____

Date _____

Date _____

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

Attachments

ATTACHMENT 1 – Respondent's Participation Form

[TO BE INSERTED]

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. 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 On-Call Executive Strategic Support Services for 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:

- Provide strategic advice or direction associated with the effective management and delivery of large public sector infrastructure projects.
- Support the planning, development, and implementation of strategic goals and initiatives for executive leadership.
- Lead or support efforts associated with strategic planning or organizational planning and reviews. Areas of focus could include organizational growth and transition, governance, funding management, finance, contracts, and risk.
- Services may include the development, review and refinement of DCA's strategic plans, Program Management Plan, and other high-level strategic plans and documents.
- Attendance at strategic or routine meetings as requested by the Executive Director.

Exhibit B: SAMPLE TASK ORDER FORM



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)			

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.



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**

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

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		
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21		
22		
23		

¹ Billable rate may not exceed \$450 per hour

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. 250005

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements. Each Task Order shall set forth the fee schedule and compensation structure subject to the requirements below. A Task Order may utilize the Multiplier approach, the Fee Schedule approach, or a combination of the two.

MULTIPLIER APPROACH

All Consultant labor shall be paid in an amount equal to the sum of the Consultant's Direct Salary Cost rates¹ multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Consultant Multiplier}$$

The Multiplier used by the Consultant may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order.

All subconsultant labor shall be paid in an amount equal to the sum of the Consultant's subconsultants' (all tiers) Direct Salary Cost rates multiplied by a Multiplier as defined below:

$$\text{Hourly Billing Rate} = (\text{Direct Salary Cost rate}) \times \text{Subconsultant Multiplier}$$

The Multiplier used by the Consultant's subconsultants may be inclusive of corporate overhead and profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.), and overhead costs on any lower tier subconsultant revenue and profit. The scope of the Multiplier shall be included in the Task Order.

Allowable costs not included in the Multiplier may be recoverable as set forth in the Task Order and subject to the applicable terms of this Agreement, including Exhibit D. Accepted Multipliers for Consultant and each subconsultant and unit costs for field and laboratory testing will be established and set forth in the Task Orders issued under this Agreement.

¹ 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.

For any Task Order utilizing the Multiplier approach, the DCA may conduct a Multiplier reconciliation to determine the actual profit, other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), incidental direct costs (copies, mailing, etc.), and overhead costs on subconsultant revenue and profit incurred or realized by Consultant under that Task Order. Such reconciliation may also include requesting and reviewing the justification for the identified corporate overhead rate. Consultant shall provide all documents necessary to conduct such reconciliation, including any documents utilized to generate the Multiplier, upon request of DCA. If the reconciliation determines that the actual amounts incurred or realized under the Multiplier exceeded the assumed or estimated amounts in the Multiplier, Consultant shall reimburse DCA for the reasonably estimated amount of such difference upon request. DCA may conduct reconciliations for multiple Task Orders at the same time but shall commence a reconciliation for completed Task Orders prior to the expiration or termination of this Agreement. For Task Orders including periods of service for calendar year 2026, reconciliation shall be commenced within sixty (60) days of expiration or termination of the Agreement.

FEE SCHEDULE APPROACH

DCA will compensate Consultant in accordance with the Fee Schedule set forth in the Task Order. The Fee Schedule will generally be based on an hourly rate charged for each staff member or classification of staff members. Fee Schedules may include unit pricing or other alternative arrangements. The Fee Schedule shall further indicate which costs and expenses, if any, are included in the rate or other compensation arrangement. Any additional, recoverable costs shall be identified and will be reimbursed by the DCA subject to the applicable terms of this Agreement, including Exhibit D.

GENERALLY APPLICABLE PROVISIONS

Notwithstanding anything to the contrary in this Exhibit and applicable to all approaches above, 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 CohnReznick Advisory LLC performing services for the Delta Conveyance Design and Construction Joint Powers Authority (“DCA”) pursuant to the Agreement No. 250005 for Consulting Services between Consultant and the DCA (“Contract”). 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 the Consultant the terms of whose Contract with the DCA requires or permits access to Confidential or Sensitive Information in conducting business with the DCA or performing duties under the Contract with the DCA.
3. Consultant shall impose all the requirements of this Exhibit on all of its officers, employees, contractors and Affiliates with access to Confidential and/or Sensitive Information and who need to know such information for the purposes of performing the Services (collectively, “Representatives”). Access to the Confidential and/or Sensitive Information shall not be provided to any Consultant officers, employees, contractors and Affiliates who do not need to know such information for the purposes of performing the Services.
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, consistent with industry best practices, to protect Confidential or Sensitive Information to which it or its Representatives 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 its Representative 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 Representative personnel with access to Confidential and Sensitive Information.

10. Consultant shall notify DCA promptly (within seventy-two (72) hours) if a security breach involving Confidential or Sensitive Information occurs or, to the extent legally permissible, if Consultant becomes legally compelled to disclose any Confidential Information pursuant to applicable law, regulation, professional standards or rules or pursuant to a valid subpoena or a valid order of a court, arbitral panel or other governmental body.

11. Consultant shall comply with all applicable 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 Representatives. 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 or as otherwise permitted by this Agreement.

14. At or before the termination date of the Contract and upon the DCA's written instructions, Consultant shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction, provided that the foregoing obligation shall not extend to automatically generated computer back-up or archival copies created in the ordinary course of the Consultant's information system procedures, which information will be held in confidence pursuant to the terms hereof for as long as such information is retained; or (b) return all Confidential and Sensitive Information to the DCA; or (c) if required by applicable law, regulation, or professional standards 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 other remedies available to the DCA at law or in equity.

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: _____

General Counsel's Report

Contact: Josh Nelson, General Counsel

Agenda Date: June 18, 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 development of task orders for the next fiscal year.

In addition, we continue to monitor the on-going regulatory and court proceedings regarding the Delta Conveyance Project.

Action:

Information, only.



Treasurer's Report

Contact: Katano Kasaine, Treasurer

Date: June 18, 2025

Item No. 8b

Subject: Treasurer's Monthly Report, April/May 2025

Summary:

As of April 1, 2025, the Delta Conveyance Design and Construction Joint Powers Authority (the Authority) reported an opening cash balance of \$714,423. During the period from April 1, 2025 through May 31, 2025, the Authority received a total of \$4,926,013 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 \$4,659,705, resulting in an ending cash balance of \$980,731 as of May 31, 2025.

As of May 31, 2025, the Authority had outstanding receivables totaling \$2,857,602. Additionally, deposits, which included office lease security deposit and court ordered entry permit reserves totaled \$1,124,323. Prepaid expenses amounted to \$106,612. As of the same date, the balances for the Authority's accounts payable and advances were \$3,009,106 and \$800,000, respectively. The net position as of May 31, 2025 was \$1,260,162.

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

Detailed Report:

See attached statements.

Recommended Action:

Information only.

Attachments:

Attachment 1 – April/May 2025 Authority Financial Statements

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

Statement of Net Position

As of May 31, 2025

Assets:

Cash	\$	980,731
Accounts receivable		2,857,602
Deposits ⁽¹⁾		1,124,323
Prepays		<u>106,612</u>
Total assets	\$	<u><u>5,069,268</u></u>

Liabilities:

Accounts payable	\$	3,009,106
Advance for prepayments		<u>800,000</u>
Total liabilities		3,809,106

Net position:

		<u>1,260,162</u>
Total liabilities and net position	\$	<u><u>5,069,268</u></u>

⁽¹⁾ 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

	Apr. 1, 2025 May 31, 2025	Year to Date May 31, 2025
Receipts:		
Contributions ⁽¹⁾	\$ 4,926,013	\$ 28,631,229
Disbursements:		
Program management office		
Executive office	378,037	2,281,097
Community engagement	143,562	945,830
Program controls	525,068	4,358,926
Administration	482,488	3,245,618
Procurement	56,314	612,476
Property	88,968	350,524
Permitting management	65,392	502,083
Health and safety	33,440	361,783
Quality management	74,348	733,016
Program initiation		
Engineering	2,540,653	11,267,950
Fieldwork	213,163	3,504,982
Geotechnical management	58,272	239,077
Total disbursements	4,659,705	28,403,362
Net changes in cash	266,308	227,867
Cash at July 1, 2024	—	752,864
Cash at April 1, 2025	714,423	—
Cash at May 31, 2025	\$ 980,731	\$ 980,731

⁽¹⁾ DWR contributions invoiced through the DCO.

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

Statements of Revenues, Expenses and Changes in Net Position

	Apr. 1, 2025 May 31, 2025	Year to Date May 31, 2025
Revenues:		
Contributions ⁽¹⁾	\$ 5,980,604	\$ 26,364,287
Expenses*:		
Program management office		
Executive office	433,034	2,019,480
Community engagement	182,994	769,906
Program controls	1,003,848	4,263,012
Administration	600,229	3,109,163
Procurement	100,880	525,304
Property	179,693	378,077
Permitting management	95,925	493,859
Health and safety	66,880	334,423
Quality management	147,621	675,559
Program initiation		
Engineering	2,866,023	10,827,479
Fieldwork	173,659	2,562,398
Geotechnical management	59,855	270,831
Total expenses	5,910,641	26,229,491
Changes in net position	69,963	134,796
Net position at June 30, 2024	—	1,125,366
Net position at March 31, 2025	1,190,199	—
Net position at May 31, 2025	\$ 1,260,162	\$ 1,260,162

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

⁽¹⁾ Includes DWR contributions invoiced through the DCO as well as costs incurred by DWR in support of the planning and environmental phase of the Delta Conveyance Project that were not billed to the Authority.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 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 Eleven Months Ended May 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 Eleven Months Ended May 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	1DV71-KDVB-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
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
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

* Certain expenses were disallowed by the DCO.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 31, 2025
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
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 July - March*					\$ 23,745,589	\$ 23,743,657
226 Hamner, Jewell & Associates	204430	02/13/25	04/04/25	12/01/24-01/31/25	\$ 546	\$ 546
227 Bender Rosenthal, Inc.	2113	02/21/25	04/04/25	12/28/24-01/31/25	19,864	19,864
228 Metropolitan Water District of So. Ca	502011	11/27/24	04/04/25	08/01/24-10/31/24	24,140	24,140
229 FedEx Corporation	8-798-30955	03/14/25	04/04/25	03/04/25-03/22/25	54	54
230 Consolidated Communications	20250315	03/15/25	04/04/25	03/15/25-04/14/25	2,849	2,849
231 FedEx Corporation	8-806-27650	03/21/25	04/04/25	03/12/25-03/19/25	36	36
232 AT&T	8817210010	03/19/25	04/04/25	03/19/25-04/18/25	1,986	1,986
233 AirTouch Cellular (Verizon)	6108756131	03/17/25	04/04/25	02/18/25-03/17/25	216	216
234 Prime US-Park Tower LLC	20250401	03/24/25	04/04/25	04/01/25-04/30/25	111,040	111,040
235 AECOM Technical Services	2000987798	02/18/25	04/16/25	12/28/24-01/31/25	144,762	144,762
236 Launch Consulting	PSI1037059	02/21/25	04/16/25	01/01/25-01/31/25	27,506	27,506
237 Best, Best, & Krieger	1013897	11/30/24	04/16/25	11/01/24-11/30/24	14,153	14,153
238 Bradner Consulting LLC	2425-08	03/02/25	04/16/25	02/01/25-02/28/25	50,560	50,560
239 Morrison Engineering, LLC	25-03	03/03/25	04/16/25	02/01/25-02/28/25	19,200	19,200
240 VMA Communications	DCA25JAN	02/06/25	04/16/25	01/01/25-01/31/25	65,236	65,236
241 Amazon	1H93-RFH3-QQ43	04/01/25	04/16/25	03/01/25-03/31/25	35	35
242 Caltronics Business Systems	4336665-CAL	04/01/25	04/16/25	04/01/25-04/30/25	2,708	2,708
243 Jacobs	W8X97007-07	02/24/25	04/23/25	11/30/24-01/31/25	1,305,755	1,305,755
244 FedEx Corporation	8-820-62829	04/04/25	04/23/25	03/26/25-03/31/25	18	18
245 FedEx Corporation	8-826-90554	04/11/25	04/23/25	04/04/25-04/07/25	18	18
246 Metropolitan Water District of So. Ca	502013	01/21/25	05/02/25	10/01/24-11/30/24	13,315	13,315
247 Metropolitan Water District of So. Ca	502024	03/10/25	05/02/25	12/01/24-12/31/24	15,831	15,831
248 Gwen Buchholz, Permit Engineer, Inc.	2425-08	03/15/25	05/02/25	02/01/25-02/28/25	13,125	13,125
249 Best, Best, & Krieger	1018702	01/31/25	05/02/25	12/01/24-12/31/24	29,182	29,182

* Totals may not foot due to rounding.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 31, 2025
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
250 Best, Best, & Krieger	1021451	02/28/25	05/02/25	01/01/25-01/31/25	24,244	24,244
251 Psomas	219021	03/12/25	05/02/25	02/01/25-02/27/25	3,534	3,534
252 Launch Consulting	PSI1037531	03/17/25	05/02/25	02/01/25-02/28/25	26,950	26,950
253 Metropolitan Water District of So. Ca	502036	03/20/25	05/02/25	01/01/25-01/31/25	10,323	10,323
254 AVI-SPL LLC	2421934	03/24/25	05/02/25	09/26/24	33,335	33,335
255 Consolidated Communications	20250415	04/15/25	05/02/25	04/15/25-05/14/25	2,849	2,849
256 AT&T	3045490012	04/19/25	05/02/25	04/19/25-05/18/25	1,986	1,986
257 AirTouch Cellular (Verizon)	6111252184	04/17/25	05/02/25	03/18/25-04/17/25	216	216
258 Prime US-Park Tower LLC	20250501	04/22/25	05/02/25	05/01/25-05/31/25	110,167	110,167
259 AECOM Technical Services	2000997666	03/17/25	05/07/25	02/01/25-02/28/25	68,400	68,400
260 Hamner, Jewell & Associates	204477	03/04/25	05/07/25	02/01/25-02/28/25	679	679
261 Bradner Consulting LLC	2425-09	03/31/25	05/07/25	03/01/25-03/31/25	50,560	50,560
262 Commuter Industries, Inc.	250037	03/26/25	05/07/25	03/26/25	672	672
263 Bender Rosenthal, Inc.	2277	03/18/25	05/07/25	02/01/25-02/28/25	9,119	9,119
264 Best, Best, & Krieger	1022601	03/13/25	05/07/25	02/01/25-02/28/25	21,365	21,365
265 Best, Best, & Krieger	1024663	04/06/25	05/07/25	03/01/25-03/31/25	19,584	19,584
266 VMA Communications	DCA25FEB	03/17/25	05/07/25	02/01/25-02/28/25	48,848	48,848
267 FedEx Corporation	8-835-11508	04/18/25	05/07/25	04/10/25-04/11/25	18	18
268 FedEx Corporation	8-842-34707	04/25/25	05/07/25	04/21/25-04/22/25	18	18
269 Matthew Ian Keogh	MK-2025-02	04/02/25	05/16/25	01/01/25-03/31/25	1,658	1,658
270 Parsons	2503C059	03/21/25	05/16/25	12/03/24-02/28/25	774,185	774,185
271 Rico's Window Coverings & Films	36736	04/21/25	05/16/25	04/21/25	3,439	3,439
272 Amazon	1VMT-MPYR-J4TY	05/01/25	05/16/25	04/01/25-04/30/25	706	706
273 Jacobs	W8X97007-08	03/24/25	05/21/25	02/01/25-02/28/25	1,520,996	1,520,996
274 FedEx Corporation	8-849-21073	05/02/25	05/21/25	04/16/25-04/28/25	46	46
275 Caltronics Business Systems	4363211-CAL	05/05/25	05/21/25	05/01/25-05/31/25	2,810	2,810
276 FedEx Corporation	8-856-76505	05/09/25	05/21/25	05/01/25-05/02/25	18	18
277 Psomas	219933	04/03/25	05/28/25	02/28/25-03/27/25	5,834	5,834
278 Launch Consulting	PSI1038071	04/16/25	05/28/25	03/01/25-03/31/25	27,121	27,121
279 Metropolitan Water District of So. Ca	502040	03/25/25	05/28/25	02/01/25-02/28/25	15,281	15,281
280 Gwen Buchholz, Permit Engineer, Inc.	2425-09 REV1	04/15/25	05/28/25	03/01/25-03/31/25	12,000	12,000
281 Convergent Systems	R46314	04/05/25	05/28/25	04/01/25-06/30/25	609	609
Subtotal April - May*					\$ 4,659,705	\$ 4,659,705
Total July - May*					\$ 28,405,294	\$ 28,403,362

* Totals may not foot due to rounding.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Payable Aging Schedule ⁽¹⁾ As of May 31, 2025

Payable To:	1 - 30	31 - 60	61 - 90	≥ 90	Total
AECOM Technical Services					
Invoice #2001011530	\$ 105,259	\$ —	\$ —	\$ —	\$ 105,259
AirTouch Cellular (Verizon)					
Invoice #6113754565	216	—	—	—	216
ARC Document Solutions, LLC					
Invoice #12792265	—	296	—	—	296
Invoice #12769460	—	314	—	—	314
Invoice #12792261	—	489	—	—	489
AT&T					
Invoice #3039902015	993	—	—	—	993
Bender Rosenthal, Inc.					
Invoice #2417	76,001	—	—	—	76,001
Best, Best, & Krieger					
Invoice #1029351	33,378	—	—	—	33,378
Bradner Consulting LLC					
Invoice #2425-10	52,077	—	—	—	52,077
Commuter Industries, Inc.					
Invoice #250082	151	—	—	—	151
Consolidated Communications					
Invoice #20250515	1,425	—	—	—	1,425
FedEx Corporation					
Invoice #8-863-15548	18	—	—	—	18
Invoice #8-871-25353	36	—	—	—	36
Gwen Buchholz, Permit Engineer, Inc.					
Invoice #2425-10	13,125	—	—	—	13,125
Hamner, Jewell & Associates					
Invoice #204594	826	—	—	—	826
Jacobs					
Invoice #W8X97007-09	1,713,080	—	—	—	1,713,080
Launch Consulting					
Invoice #PSI1038489	39,401	—	—	—	39,401
Lucas Public Affairs, LLC					
Invoice #7310429	11,586	—	—	—	11,586
Metropolitan Water District of So. Ca					
Invoice #502047	—	28,385	—	—	28,385
Invoice #502064	25,374	—	—	—	25,374
Miles Treaster & Associates					
Invoice #54084	1,000	—	—	—	1,000
Morrison Engineering, LLC					
Invoice #25-04	—	12,000	—	—	12,000
Invoice #25-05	6,800	—	—	—	6,800
Parsons					
Invoice #2504C748	789,930	—	—	—	789,930
VMA Communications					
Invoice #DCA25MAR	—	96,946	—	—	96,946
	\$ 2,870,676	\$ 138,430	\$ —	\$ —	\$ 3,009,106

*Totals may not foot due to rounding.

⁽¹⁾ Extraction date from Trimble by MWD determines aging classification.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Accounts Receivable Aging Schedule ⁽¹⁾
As of May 31, 2025

<u>Receivable From:</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>Total</u>
Department of Water Resources					
Invoice #DCA-751	\$ 1,713,081	\$ —	\$ —	\$ —	\$ 1,713,081
Invoice #DCA-752	105,259	—	—	—	105,259
Invoice #DCA-753	6,267	—	—	—	6,267
Invoice #DCA-754	46,201	—	—	—	46,201
Invoice #DCA-755	789,930	—	—	—	789,930
Invoice #DCA-756	83,614	—	—	—	83,614
Invoice #DCA-757	3,083	—	—	—	3,083
Invoice #DCA-758	110,167	—	—	—	110,167
	<u>\$ 2,857,602</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,857,602</u>

*Totals may not foot due to rounding.

⁽¹⁾ Approval date by the DCO determines aging classification.

DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statements of Cash Receipts and Disbursements

	Apr. 1, 2025 May 31, 2025	Year to Date May 31, 2025
Receipts:		
Contributions ⁽¹⁾	\$ 4,926,013	\$ 28,631,229
Disbursements:		
Program management office		
Executive office	378,037	2,281,097
Community engagement	143,562	945,830
Program controls	525,068	4,358,926
Administration	482,488	3,245,618
Procurement	56,314	612,476
Property	88,968	350,524
Permitting management	65,392	502,083
Health and safety	33,440	361,783
Quality management	74,348	733,016
Program initiation		
Engineering	2,540,653	11,267,950
Fieldwork	213,163	3,504,982
Geotechnical management	58,272	239,077
Total disbursements	4,659,705	28,403,362
Net changes in cash	266,308	227,867
Cash at July 1, 2024	—	752,864
Cash at April 1, 2025	714,423	—
Cash at May 31, 2025	\$ 980,731	\$ 980,731

Statements of Revenues, Expenses and Changes in Net Position

	Apr. 1, 2025 May 31, 2025	Year to Date May 31, 2025
Revenues:		
Contributions ^(1a)	\$ 5,980,604	\$ 26,364,287
Expenses*:		
Program management office		
Executive office	433,034	2,019,480
Community engagement	182,994	769,906
Program controls	1,003,848	4,263,012
Administration	600,229	3,109,163
Procurement	100,880	525,304
Property	179,693	378,077
Permitting management	95,925	493,859
Health and safety	66,880	334,423
Quality management	147,621	675,559
Program initiation		
Engineering	2,866,023	10,827,479
Fieldwork	173,659	2,562,398
Geotechnical management	59,855	270,831
Total expenses	5,910,641	26,229,491
Changes in net position	69,963	134,796
Net position at June 30, 2024	—	1,125,366
Net position at March 31, 2025	1,190,199	—
Net position at May 31, 2025	\$ 1,260,162	\$ 1,260,162

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

⁽¹⁾ DWR contributions invoiced through the DCO.

^(1a) Includes DWR contributions invoiced through the DCO as well costs incurred by DWR in support of the planning and environmental phase of the Delta Conveyance Project that were not billed to the Authority.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Apr. 1, 2025 May 31, 2025	Year to Date May 31, 2025	Apr. 1, 2025 May 31, 2025	Year to Date May 31, 2025
Receipts/Revenues:				
Contributions	\$ 4,926,013 ⁽¹⁾	\$ 28,631,229 ⁽¹⁾	\$ 5,980,604 ^(1a)	\$ 26,364,287 ^(1a)
Disbursements/Expenses*:				
Program management office				
Executive office	378,037	2,281,097	433,034	2,019,480
Community engagement	143,562	945,830	182,994	769,906
Program controls	525,068	4,358,926	1,003,848	4,263,012
Administration	482,488	3,245,618	600,229	3,109,163
Procurement	56,314	612,476	100,880	525,304
Property	88,968	350,524	179,693	378,077
Permitting management	65,392	502,083	95,925	493,859
Health and safety	33,440	361,783	66,880	334,423
Quality management	74,348	733,016	147,621	675,559
Program initiation				
Engineering	2,540,653	11,267,950	2,866,023	10,827,479
Fieldwork	213,163	3,504,982	173,659	2,562,398
Geotechnical management	58,272	239,077	59,855	270,831
Total disbursements/expenses	4,659,705	28,403,362	5,910,641	26,229,491
Net changes in cash	266,308	227,867		
Cash at July 1, 2024	—	752,864		
Cash at April 1, 2025	714,423	—		
Cash at May 31, 2025	\$ 980,731	\$ 980,731		
Changes in net position			69,963	134,796
Net position at June 30, 2024			—	1,125,366
Net position at March 31, 2025			1,190,199	—
Net position at May 31, 2025			\$ 1,260,162	\$ 1,260,162

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

⁽¹⁾ DWR contributions invoiced through the DCO.

^(1a) Includes DWR contributions invoiced through the DCO as well as costs incurred by DWR in support of the planning and environmental phase of the Delta Conveyance Project that were not billed to the Authority.

DCP Communications Report

Contact: Janet Barbieri, DWR Communications Manager

Agenda Date: June 18, 2025 Board Meeting

Item No. 8c

Subject: DCP Communications Status Update

Summary:

The DWR Communications Manager will update the Board on overall DCP Communication Efforts and Activities.

Detailed Report:

More details will be presented at the Board Meeting.

Action:

Information, only.