



(888) 853-8486
info@dcdca.org
dcdca.org

June 15, 2026

Attn: ***Delta Conveyance Design and Construction Authority Board of Directors***

Subject: ***Materials for the June 18, 2026, Regular Board Meeting***

Members of the Board:

The Delta Conveyance Design and Construction Authority (DCA) Board of Directors will have a Regular Board Meeting, scheduled for **Thursday, June 18, 2026 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 from one of the remote locations listed on the agenda or virtually. Please note that the meeting will **not** be held at the DCDCA Boardroom. 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 materials for the Board meeting in a PDF file, which has been bookmarked for your convenience.

Regards,

Graham Bradner

DCA Executive Director



DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
BOARD OF DIRECTORS MEETING

REGULAR MEETING

Thursday, June 18, 2026
1:30 p.m.

Hybrid (Teleconference) Meeting

BMO TOWER CONFERENCE CENTER
500 Capitol Mall, 5th Floor, Sacramento, Ca 95814

Please note that the meeting will not be held at the DCDCA Boardroom.

TELECONFERENCE LOCATIONS:

1. Valley Water, 5750 Almaden Expressway, San Jose, CA 95118
2. Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350
3. San Bernardino Valley Municipal Water District, 380 East Vanderbilt Way, San Bernardino, CA 92408
4. Palmdale Water District, Boardroom, 2029 East Avenue Q, Palmdale, CA 93550

CONFERENCE ACCESS INFORMATION:

Phone Number: (669) 444-9171 Access Code: 83890980485#

Virtual Meeting Link: <https://dcdca-org.zoom.us/j/83890980485?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 54953.8, Directors will attend the meeting from 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)

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. CONSENT CALENDAR

- (a) Adopt Resolution Making Responsible Agency Findings for First and Second Addenda to Final Environmental Impact Report for the Delta Conveyance Project

7. APPROVAL OF MINUTES

- (a) May 21, 2026, Regular Meeting Minutes

8. DISCUSSION ITEMS

- (a) June Monthly Board Report
Recommended Action: Information Only.
- (b) Adopt Resolution Approving the Investment Policy
Recommended Action: Adopt Resolution.
- (c) Consider Passing Resolution Approving Amended DCA Travel Policy
Recommended Action: Adopt Resolution.
- (d) Adopt Resolution Approving the Continued Use of Gwendolyn Buchholz, Permit Engineering, Inc. Agreement and its First Amendment
Recommended Action: Adopt Resolution.
- (e) Conduct Public Hearing on FY 2026/27 Budget, Including Discussion of Vacancies and Related Matters, and Consider Passing Resolution Approving FY 2026/27 Budget
Recommended Action: Adopt Resolution.
- (f) Adoption of Resolution Commending and Thanking Jacquelyn McMillan for Her Service on the Board
Recommended Action: Adopt Resolution.



9. 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

10. FUTURE AGENDA ITEMS

11. ADJOURNMENT

* * * * *

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

August 20, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

October 15, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).

December 17, 2026, Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session).



Board Memo

Contact: Graham Bradner, Executive Director and Josh Nelson, General Counsel

Date: June 18, 2026, Board Meeting

Item No. 6a

Subject:

Consider Adopting a Resolution Adopting Findings as a Responsible Agency Concerning the First Addendum and Second Addendum to the Final Environmental Impact Report for the Delta Conveyance Project (State Clearinghouse No. 2020010227)

Executive Summary:

Staff recommends that the Board adopt the enclosed Resolution Considering an Environmental Impact Report (State Clearinghouse No. 2020010227) for the Delta Conveyance Project, Making Responsible Agency Findings, Adopting a Mitigation Monitoring and Reporting Program, Adopting a Statement of Overriding Considerations, and Approving the Delta Conveyance Project.

Detailed Report:

In December 2023, the Department of Water Resources (DWR) certified the Final Environmental Impact Report (FEIR) for the Delta Conveyance Project (DCP). In February 2025, DWR approved Addendum 1 to the FEIR. In August 2025, DWR approved Addendum 2 to the FEIR. These addenda adopted refinements to the project operations and other project features and made other minor modifications to the FEIR.

In April 2024, this Board adopted Resolution No. 24-04 Resolution Considering an Environmental Impact Report (State Clearinghouse No. 2020010227) for the Delta Conveyance Project, Making Responsible Agency Findings, Adopting a Mitigation Monitoring and Reporting Program, Adopting a Statement of Overriding Considerations, and Approving the Delta Conveyance Project. This Resolution was required for the on-going exploratory field investigations and other related DCP activities. This item would allow the Board to consider and approve Addendum 1 and Addendum 2. While these changes are not affected by work completed to date by DCA, future work may be.

Recommended Action:

Adopt the enclosed a Resolution Adopting Findings as a Responsible Agency Concerning the First Addendum and Second Addendum to the Final Environmental Impact Report for the Delta Conveyance Project (State Clearinghouse No. 2020010227).

Attachments:

Attachment 1 - Draft Resolution 26-xx

Attachment 2 – Addendum 1

Attachment 3 – Addendum 2

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 26-XX

Introduced by Director: XXXX

Seconded by Director: XXXX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY ADOPTING FINDINGS AS A RESPONSIBLE AGENCY CONCERNING THE FIRST ADDENDUM AND SECOND ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DELTA CONVEYANCE PROJECT (STATE CLEARINGHOUSE NO. 2020010227)

WHEREAS, the Delta Conveyance Design and Construction Authority (“DCA”) was formed on or about May 14, 2018, for the purpose of assisting the Department of Water Resources (“DWR”) with the Delta Conveyance Project (“Project”) which seeks to develop new diversion and conveyance facilities in the Sacramento-San Joaquin Delta (“Delta”) to restore and protect the reliability of State Water Project water deliveries consistent with the California Water Resilience Portfolio; and

WHEREAS, the Project is a “project” pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code section 21000 et seq.) and State CEQA Guidelines (Cal. Code Regs., tit. 14, section 15000, et seq.) because it is an activity which may cause a direct or indirect physical change to the environment; and

WHEREAS, DWR is the lead agency for the Project under CEQA; and

WHEREAS, on December 21, 2023, pursuant to CEQA and the State CEQA Guidelines, DWR certified the Final Environmental Impact Report (“Final EIR”) (State Clearinghouse No. 2020010227) for the Project, made written findings for the Project pursuant to State CEQA Guidelines section 15091, adopted a statement of overriding considerations for the Project pursuant to State CEQA Guidelines section 15093, adopted a mitigation monitoring and reporting program for the Project (“MMRP”), and approved the Bethany Reservoir alignment at 6,000 cubic feet per second conveyance capacity as the proposed project; and

WHEREAS, after certification of the Final EIR, DWR continued project planning, engineering, permitting, and environmental compliance activities and evaluated Project refinements and additional information relating to the Project; and

WHEREAS, pursuant to Public Resources Code section 21166 and CEQA Guidelines sections 15162 and 15164, DWR prepared a First Addendum to the Final EIR evaluating project refinements and additional information developed after certification of the Final EIR; and

WHEREAS, on February 13, 2025, DWR approved the First Addendum and determined that none of the conditions described in CEQA Guidelines section 15162 requiring preparation of a

subsequent or supplemental environmental impact report had occurred and that no subsequent or supplemental environmental impact report was required; and

WHEREAS, DWR subsequently prepared a Second Addendum to the Final EIR evaluating additional project refinements and information developed through continuing engineering, design, permitting, and environmental review activities; and

WHEREAS, on August 29, 2025, DWR approved the Second Addendum and determined that none of the conditions described in CEQA Guidelines section 15162 requiring preparation of a subsequent or supplemental environmental impact report had occurred and that no subsequent or supplemental environmental impact report was required; and

WHEREAS, the Final EIR, First Addendum to the Final EIR, Second Addendum to the Final EIR, Findings of Fact, Statement of Overriding Considerations, MMRP, Notice of Determination, technical appendices, responses to comments, errata, revisions, supporting studies, and all related environmental documentation are collectively referred to herein as the “Environmental Documentation”; and

WHEREAS, the Environmental Documentation is available on the Project website and DCA’s office, located at 980 9th St, Suite 2400, Sacramento, CA 95814, and is incorporated to this Resolution by this reference as though fully set forth herein; and

WHEREAS, the DCA is not the CEQA lead agency for the Project and nothing herein shall constitute a separate certification of the Environmental Documentation, an independent CEQA approval of the Project, or a limitation upon DWR’s authority as lead agency under CEQA; and

WHEREAS, the DCA has limited approval and implementing authority over the Project and serves as a responsible agency pursuant to the requirements of CEQA; and

WHEREAS, CEQA Guidelines section 15096 requires a responsible agency to consider the environmental impact report prepared by the lead agency and to reach its own conclusions regarding the environmental effects of the activities within its jurisdiction before taking discretionary action; and

WHEREAS, the DCA, its agendized public meeting on April 18, 2024, independently reviewed and considered the Final EIR and all other related documents in the record before it, and adopted Resolution No. 24-04, which made responsible agency findings for the Project;

WHEREAS, the DCA, at its agendized public meeting on June 18, 2026, independently reviewed and considered the First Addendum and Second Addendum to the Final EIR, the Environmental Documentation, all other related documents in the record before it, and the environmental effects of the Project as set forth in the Final EIR and the First Addendum and Second Addendum to the Final EIR prior to taking the actions authorized by this Resolution; and

WHEREAS, the DCA has evaluated the Project in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166 and State CEQA Guidelines section 15162; and

WHEREAS, the DCA complied with its requirements as a responsible agency and the Final EIR and First Addendum and Second Addendum to the Final EIR prepared in connection with the Project are sufficiently detailed so that the potential effects of the Project on the environment and measures necessary to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

WHEREAS, all of the findings and conclusions made by the DCA in this Resolution are based upon the oral and written evidence presented to it as a whole and not based solely on the information provided in this Resolution; and

WHEREAS, the DCA desires to make the findings set forth below and to take the action approved herein in compliance with CEQA and CEQA Guidelines section 15096.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Delta Conveyance Design and Construction Authority as follows:

Section 1. Recitals.

The DCA adopts and incorporates by use of this reference as findings of fact all of the statements and the recitals set forth in the preceding paragraphs of this Resolution, as well as the entirety of the First Addendum and Second Addendum to the Final EIR, as adopted by the DWR, which are part of the DCA's administrative record.

Section 2. Review and Consideration of Environmental Documentation.

Under CEQA, the DCA is considered a responsible agency for the Project. The DCA's CEQA review as a responsible agency is more limited than a lead agency, and the DCA has responsibility for mitigating or avoiding only the direct or indirect environmental effects of those parts of the Project which it carries out, finances, or approves.

The Board of Directors hereby finds, determines, and declares as follows:

A. The Board of Directors has independently reviewed and considered the First Addendum and Second Addendum to the Final EIR and all information contained in the administrative record prior to taking the actions authorized herein; and

B. The Environmental Documentation was prepared and certified or approved by DWR, acting as lead agency, in compliance with CEQA and the CEQA Guidelines; and

C. The Final EIR was certified in compliance with CEQA, that Findings of Fact, a Statement of Overriding Considerations, and a MMRP were previously adopted for the Project, and that the Final EIR remains a legally adequate environmental document for the Project; and

D. The First Addendum and Second Addendum were prepared pursuant to CEQA Guidelines section 15164 and have been considered together with the Final EIR prior to taking the action approved herein; and

E. None of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a Subsequent EIR or Supplemental EIR are present; and

F. Pursuant to Public Resources Code section 21166 and CEQA Guidelines sections 15162 and 15164, the Board of Directors finds that substantial evidence in the record supports the determination that no subsequent or supplemental environmental impact report is required; and

G. The Board of Directors specifically finds that no substantial changes have been proposed to the Project that would require major revisions to the Final EIR because of new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects; and

H. The Board of Directors further finds that no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken that would require major revisions to the Final EIR because of new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects; and

I. The Board of Directors further finds that no new information of substantial importance has become available that was not known and could not have been known with the exercise of reasonable diligence at the time the Final EIR was certified that would require major revisions to the Final EIR; and

J. The refinements, modifications, clarifications, updates, and additional information evaluated in the First Addendum and Second Addendum do not create any new significant environmental impacts beyond those analyzed in the Final EIR and do not substantially increase the severity of any environmental impacts previously identified in the Final EIR; and

K. The environmental effects of the Project, as reflected in the Final EIR and further evaluated in the First Addendum and Second Addendum, remain within the scope of the environmental analysis contained in the certified Final EIR; and

L. The DCA will implement applicable mitigation measures, environmental commitments, permit conditions, and mitigation responsibilities to the extent applicable to DCA activities; and

M. Nothing in this Resolution shall constitute a separate certification by the DCA, an independent approval of the Project under CEQA, or an assumption of DWR's role or authority as lead agency under CEQA.

Section 3. Findings Regarding Additional Environmental Review.

The Board of Directors hereby further finds that, based upon the Environmental Documentation and information contained in the administrative record:

A. No substantial changes to the implementation activities authorized herein have been identified that would require major revisions to the Environmental Documentation due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

B. No substantial changes in circumstances relating to the implementation activities authorized herein have been identified that would require major revisions to the Environmental Documentation due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

C. Based on the First Addendum and Second Addendum to the Final EIR, the Environmental Documentation, the administrative record, and having independently considered all written and oral evidence presented to the Board of Directors, the Board of Directors finds that the environmental impacts of the Project have been addressed within the certified Final EIR; and

D. The Board of Directors finds that no new or additional mitigation measures or alternatives are required; and

E. The Board of Directors finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any significant environmental impacts beyond those analyzed in the certified Final EIR; and

F. The Board of Directors finds that the First Addendum and Second Addendum contain a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflect the independent judgment and analysis of DWR as lead agency.

Section 4. Reliance Upon Environmental Documentation.

The Board of Directors finds that the Final EIR, together with the First Addendum and Second Addendum, reflects the independent judgment of DWR as the lead agency and constitutes the environmental documentation considered by the Board of Directors for the action approved in this Resolution.

Section 5. Adoption of the First Addendum and Second Addendum.

The Board of Directors hereby approves and adopts the First Addendum and Second Addendum to the Final EIR prepared for the Project.

Section 6. Custodian of Records and Administrative Record.

The documents and materials that constitute the record of proceedings on which this Resolution and the above findings have been based are located on the Project website and at the DCA office, located at 980 9th St, Suite 2400, Sacramento, CA 95814.

The custodian of these records is the DCA’s Chief of Staff, Claudia Rodriguez.

Section 7. Severability.

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the remainder of this Resolution, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Resolution are severable.

Section 8. Notice of Determination.

The Board directs staff to file a Notice of Determination within five working days of the adoption of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Delta Conveyance Design and Construction Authority on this 18th day of June, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

APPROVED:

Martin Milobar
President, Board of Directors
Delta Conveyance Design and Construction
Authority

ATTEST:

Gary Martin
Secretary to the Board

ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DELTA CONVEYANCE PROJECT

PREPARED FOR:

California Department of Water Resources

PREPARED BY:

ICF
980 9th Street, Suite 1200
Sacramento, CA 95814

February 2025



Contents

Chapter 1 Introduction	1-1
Chapter 2 Background	2-1
Chapter 3 Description of Project Refinements and Updates	3-1
3.1 Refinements and Updates with Potential to Change EIR Impacts	3-1
3.1.1 Operational and Modeling Refinements	3-1
3.1.2 Updates for Utility Features.....	3-5
3.1.3 Refinements During Project Construction	3-5
3.2 Refinements with No Potential to Change EIR Impacts	3-6
3.2.1 Acreage Refinements for Facility Footprints and Utility Design Refinement	3-6
3.3 New Information Provided for Disclosure Purposes	3-7
3.3.1 Development of CESA Take Minimization Measures.....	3-7
3.3.2 Candidate Species Updates	3-9
Chapter 4 Environmental Analysis	4-1
4.1 Surface Water (Final EIR Chapter 5)	4-2
4.1.1 Operational and Modeling Refinements	4-2
4.1.2 Conclusion.....	4-3
4.2 Water Supply (Final EIR Chapter 6)	4-3
4.2.1 Operational and Modeling Refinements	4-3
4.2.2 Conclusion.....	4-4
4.3 Flood Protection (Final EIR Chapter 7)	4-4
4.3.1 Operational and Modeling Refinements	4-4
4.3.2 Conclusion.....	4-4
4.4 Groundwater (Final EIR Chapter 8)	4-5
4.4.1 Operational and Modeling Refinements	4-5
4.4.2 Conclusion.....	4-6
4.5 Water Quality (Final EIR Chapter 9)	4-6
4.5.1 Operational and Modeling Refinements	4-6
4.5.2 Conclusion.....	4-8
4.6 Fish and Aquatic Resources (Final EIR Chapter 12)	4-9
4.6.1 Operational and Modeling Refinements	4-9
4.6.2 Project Refinements During Construction	4-9
4.6.3 Conclusion.....	4-9
4.7 Terrestrial Biological Resources (Final EIR Chapter 13).....	4-10
4.7.1 Operational and Modeling Refinements	4-10

- 4.7.2 Updates for Utility Features..... 4-10
- 4.7.3 Project Refinements During Construction 4-10
- 4.7.4 Conclusion..... 4-10
- 4.8 Land Use (Final EIR Chapter 14) 4-11
 - 4.8.1 Operational and Modeling Refinements 4-11
 - 4.8.2 Updates for Utility Features..... 4-11
 - 4.8.3 Conclusion..... 4-11
- 4.9 Agricultural Resources (Final EIR Chapter 15)..... 4-11
 - 4.9.1 Operational and Modeling Refinements 4-11
 - 4.9.2 Updates for Utility Features..... 4-12
 - 4.9.3 Conclusion..... 4-12
- 4.10 Noise and Vibration (Final EIR Chapter 24) 4-12
 - 4.10.1 Operational and Modeling Refinements..... 4-13
 - 4.10.2 Updates for Utility Features 4-13
 - 4.10.3 Conclusion 4-13
- Chapter 5 Cumulative Effects 5-1**
- Chapter 6 Conclusion/Summary of Findings 6-1**
- Chapter 7 References Cited 7-1**

- Attachment A** Surface Water and Refined Project Operations Figures
- Attachment B** Water Supply Tables
- Attachment C** Groundwater Figures
- Attachment D** Water Quality Figures

List of Tables

- Table 3-1. Summary of Operational Refinements 3-2
- Table 4-1. Project Refinements and Updates as Analyzed for Specific Resources 4-2

Acronyms, Initialisms, and Abbreviations

Banks Pumping Plant	Harvey O. Banks Pumping Plant
BiOp	Biological Opinion
Cal. Code Regs.	California Code of Regulations
CCWD	Contra Costa Water District
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
cfs	cubic feet per second
CVP	Central Valley Project
DPS	distinct population segment
DWR	California Department of Water Resources
EC	electrical conductivity
ECO-PTM	Ecological Particle Tracking Model
Final EIR	<i>Delta Conveyance Project Final Environmental Impact Report</i>
Fish & G. Code	California Fish and Game Code
ITP	Incidental Take Permit
ITPA	Incidental Take Permit Application
LCME	Life Cycle Model with Entrainment
LTO	long-term operations
LTO FEIR	<i>Long-Term Operations of the State Water Project Final Environmental Impact Report</i>
NDDMT	North Delta Diversions Monitoring Team
NMFS	National Marine Fisheries Service
project	Delta Conveyance Project
Reclamation	Bureau of Reclamation
SCADA	supervisory control and data acquisition
STARS	Survival, Travel Time, and Routing Simulation
SWP	State Water Project
TAF	thousand acre-feet
USFWS	U.S. Fish and Wildlife Service
WOMT	Water Operations Management Team

Chapter 1

Introduction

The California Department of Water Resources (DWR), the Lead Agency under the California Environmental Quality Act (CEQA), for the Delta Conveyance Project (project), certified the *Delta Conveyance Project Final Environmental Impact Report* (Final EIR), executed a Notice of Determination documenting project approval, adopted project Findings of Fact and a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program on December 21, 2023 (California Department of Water Resources 2023a, 2023c).

As described in Section 15164(a) of the CEQA Guidelines “The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” The conditions in Section 15162 are:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As discussed in more detail, below, the Delta Conveyance Project, modified through the California Endangered Species Act (CESA) consultation process, will not trigger any of the requirements for a subsequent EIR as discussed above. Because all the effects associated with the project refinements or updates are within the envelope of impacts addressed in the Final EIR and do not constitute a new or substantial increase in the severity of a previously identified significant effect, an addendum is the appropriate form in which to disclose these changes and their associated effects.

Chapter 2 Background

Following project approval of the Delta Conveyance Project as described and analyzed in the certified Final EIR, DWR continued developing the Delta Conveyance Project CESA 2081(b) Incidental Take Permit (ITP) Application.

California Department of Fish and Wildlife (CDFW) administers and enforces CESA, which prohibits the unpermitted import, export, take, possession, purchase, or sale of species listed by the State as endangered, threatened, or in specific cases, candidate species (California Fish and Game Code [Fish & G. Code] §§ 2080, 2081.1). *Take* under CESA is defined as any action or attempt “to hunt, pursue, catch, capture, or kill” (Fish & G. Code § 86). As provided by Section 2081(b) of the Fish and Game Code, CDFW may authorize incidental take that occurs incidental to an otherwise lawful activity that is prohibited by Section 2080. CESA allows CDFW to issue an ITP for a state-listed threatened, endangered or candidate species only if specific criteria are met (14 California Code of Regulations [Cal. Code Regs.] § 783.4 (a) and (b)).

The requirements of an application for incidental take under CESA are described in Section 2081 of the Fish and Game Code. Incidental take of endangered, threatened, or candidate species may be authorized if an applicant demonstrates, among other things, that the effects of the proposed take will be minimized and fully mitigated (Fish & G. Code § 2081(b)(2)). DWR will comply with California endangered species laws by obtaining an ITP from CDFW for the project under Section 2081(b) of CESA.

DWR worked closely with CDFW to ensure that the Delta Conveyance Project will include species-specific minimization and avoidance measures and will fully mitigate potential impacts, and that issuance of the permit will not jeopardize the continued existence of the listed species, consistent with 2081(b) guidelines. As a result, refinements, hereinafter referred to as “project refinements,” have been made to the Final EIR project description, including refinements related to project operations.

This Addendum discusses these project refinements, which were identified during the CESA consultation process. Where applicable, this CEQA document describes how these changes do not, among other things, create new significant impacts, or substantially increase the severity of a previously identified impact as shown in the Final EIR, consistent with CEQA Guidelines Sections 15162 and 15164.

The following terminology is used throughout this document.

- *Final EIR existing conditions* or *Final EIR baseline*, which refers to the baseline used in the EIR impact analyses.
- *Final EIR project* or *Alternative 5*, which refers to the approved Delta Conveyance Project as described in the Final EIR.
- *ITP Application*, which refers to the submittal of the 2081(b) ITP Application submitted to CDFW in April 2024, including the subsequent supplemental materials provided to CDFW.
- *ITP baseline*, which refers to the refined modeled baseline conditions and represents long-term operations (LTO) of the State Water Project (SWP) (as described in Section 3.1.1.3, *Existing Conditions (Baseline) Modeling Refinements*).

- *Project refinements or project with operational refinements*, which refers to the refined project as described in the 2081(b) ITP Application or refinements proposed by DWR during the CESA consultation process. These refinements are analyzed relative to the ITP baseline described above.

Description of Project Refinements and Updates

Several project refinements were proposed through the ITP Application process. In addition, updates were made related to some utility features and candidate species status. The updates are included in the ITP Application and are, therefore, included in this Addendum. Project refinements and updates that have the potential to result in changes to EIR impacts are described in Section 3.1, *Refinements and Updates with Potential to Change EIR Impacts*.

In addition, project refinements and updates that are not directly related to the CESA consultation process but that are expected to be part of the ITP are also included in this addendum. Refinements that do not have the potential to result in changes to EIR impacts are described in Section 3.2, *Refinements with No Potential to Change EIR Impacts*. Updates that have occurred since certification of the Final EIR and reflect developments through the CESA consultation process that do not have the potential to result in changes to EIR impacts are described Section 3.3, *New Information Provided for Disclosure Purposes*.

3.1 Refinements and Updates with Potential to Change EIR Impacts

The project refinements and updates described in this section will alter anticipated river flows, refine the baseline (existing conditions) modeling assumptions, update the project footprint associated with some utility features, or change the timing of construction. These refinements and updates are therefore analyzed in Chapter 4, *Environmental Analysis*, because they were determined to have the potential to change EIR impact conclusions. However, as discussed for each resource analyzed in Chapter 4, none of the changes to impacts as a result of these project refinements and updates meet any of the conditions described in Section 15162 of the CEQA Guidelines requiring preparation of a subsequent EIR.

3.1.1 Operational and Modeling Refinements

3.1.1.1 Methods for Modeling Analysis and Results

As part of the project's 2081(b) ITP development process, two additional CalSim 3 models were run with and without the project, which included new modeling assumptions, operational refinements, and existing conditions as described above. Key operations results are presented in Figures 1 through 24 in Attachment A, *Surface Water and Refined Project Operations Figures*. Each figure compares CalSim 3 results for the project to existing conditions, using modeling from the EIR and the refined modeling. As shown on the figures, results for flows, storages, and export operations in the refined modeling remain similar to Alternative 5 as detailed in the Final EIR, though with a few changes due to refined model and operations assumptions.

Based on the results from the simulation, project effects and impacts were assessed for water supply, surface water, groundwater resources, water quality, and fish and aquatic resources. The incremental changes under the project compared to existing conditions are assessed below in the relevant resource area.

3.1.1.2 Operational Criteria Refinements

Operational criteria refinements were developed based on feedback from CDFW during the CESA consultation process. The refinements include modified bypass criteria to achieve minimization targets for CESA-listed fish, a prohibition on diversions when Delta Cross Channel gates are open during certain time periods, as well as adjustments in the sub-daily operations. Other than these refinements, all operational criteria identified in the Final EIR are still applicable.

Timing of fish presence near the intakes and their exposure to far-field hydrodynamic effects through the Delta follows general patterns but can vary according to multiple factors, which can be tracked using real-time monitoring and management to protect biological resources. In addition to the proposed operational criteria; DWR would operate within the level of flexibility afforded, while demonstrating that diversions will not cause the Biological Criteria developed through the ITP consultation process, or such modified criteria that CDFW determines meets the Biological Criteria to be exceeded (as described during the CESA consultation process and summarized in Section 3.3.1.1, *Covered Fish Species Biological Criteria*). DWR shall work with CDFW to consider an assessment of risk to Covered Fish Species (as described during the CESA consultation process and summarized in Section 3.3.1.2, *Collaborative Approach to Real-Time Decision Making*) relative to the Biological Criteria before each water year, and regularly during project operations, and adjust operations if determined appropriate while not exceeding Biological Criteria.

Table 3-1. Summary of Operational Refinements

Time of Year	Sacramento River Flow < 10,000 cfs	Sacramento River Flow 10,000–20,000 cfs	Sacramento River Flow 20,000–35,000 cfs	Sacramento River Flow > 35,000 cfs
Dec–Feb	No Diversions	6%	6%–10%	10%–12%
Mar–May	No Diversions	No Diversions	3%	10%–12%
Jun–Nov ^a	ITPA Criteria (modified with 10,000 cfs minimum bypass in June, July, and November)			

cfs = cubic feet per second; ITPA = Incidental Take Permit Application; K = thousand; NDD= north Delta diversion.

Notes:

Refinements to NDD operational criteria reflect updated bypass flow requirements, which restrict diversions to the percentages of flow as measured at Freeport within the flow ranges identified.

A North Delta Diversion Monitoring Team (NDDMT) would be developed to guide real-time operations based on weekly risk assessments. The NDDMT would be convened weekly, in coordination and consistent with existing processes, starting the first week of October and would conduct week ahead risk assessments, based on relevant biological and abiotic conditions (such as presence of listed fish near the intake reach), modeling, and forecasting starting the first week of November. The NDDMT would continue in this role annually through July. Risk assessments would inform real-time operations as follows: November default criteria could be transitioned to December criteria based on risk assessment; December–May diversion could range from 6%–10% (20–35,000 cfs) and 10%–12% (greater than 35,000 cfs) based on risk assessment; June would transition based on a salmon presence offramp; July default could differ based on adaptive management and on risk assessment.

^a A salmon presence offramp in June and an onramp in June, July, and November would apply.

Refined Bypass Criteria

The proposed refinements for the north Delta intakes operational criteria included in the Delta Conveyance Project CESA process consist of modified bypass criteria, as summarized in Table 3-1. These criteria refinements reflect shifts in the allowable diversion percentage, based on Sacramento River flows at the intakes, relative to criteria described in the Final EIR. In particular, the refined criteria further minimize and restrict operations of north Delta diversions in periods with lower

flows. This is reflected in the minimum 10,000 cubic feet per second (cfs) bypass criteria from November 1 to July 30, as well as changes to the maximum diversion rate when the Sacramento River is tidally dominant at the intakes, with flows between 10,000–20,000 cfs (6% December–February; 0% March–May). Allowable maximum diversion rates at when Sacramento River flows transitioning from tidal to riverine dominance (20,000–35,000 cfs) are 6% from December to February, but may be adjusted up to 10% in response to a risk assessment and real-time decision making. The March to May diversion rates in this flow range would be restricted to 3% based on the desire to reduce potential effects on spring outflow in this transitional hydrodynamic range. At Sacramento River flows above 35,000 cfs, when the system is riverine and tidal reversals are pushed further downstream, allowable diversion rates increase to 10%, and a maximum diversion rate of 12% could be allowed in response to risk assessment and real-time decision making.

Sub-Daily Operations

Based on feedback from CDFW during CESA consultation, the diurnal prioritization of operations from October through June that was included in the Final EIR was refined to project operations throughout the day. Whereas diurnal prioritization focused diversions starting at 6 a.m. and primarily occurring during the daytime, under the refined criteria, project diversions can occur throughout the day starting at 12 a.m.

3.1.1.3 Existing Conditions (Baseline) Modeling Refinements

The operations of the existing SWP facilities will be governed by and will remain consistent with the applicable existing and relevant future regulatory requirements. The proposed operations contained in the *Long-Term Operations of the State Water Project Final Environmental Impact Report* (LTO FEIR) are used in the Delta Conveyance Project ITP Application. The details of the proposed LTO can be found in the LTO FEIR, which was published on October 29, 2024 (California Department of Water Resources 2024a) and the LTO ITP (California Department of Fish and Wildlife 2024), issued on November 4, 2024. These criteria are included in the modeled baseline conditions and represent LTO of the SWP with Delta Conveyance Project operations.

The SWP, of which the Delta Conveyance Project will be a part when fully operational, is subject to numerous regulatory conditions. The U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) consult on the coordinated LTO for the Central Valley Project (CVP) and SWP and, as appropriate, issue Biological Opinions (BiOps) that provide incidental take authority under the federal Endangered Species Act. CDFW consults on the LTO for the SWP and, as appropriate, issues incidental take authority for SWP operations under CESA. These incidental take authorizations and the CVP LTO and SWP LTO are periodically amended, and new authorizations are approved. The project is not seeking permits for the ongoing operation of existing SWP facilities. The SWP, and the project, will operate to the BiOps and CDFW ITP issued in 2024, and as amended over time.

The Bureau of Reclamation (Reclamation) reinitiated consultation on the 2019 BiOps on the coordinated LTO of the CVP and SWP. In November 2024, CDFW issued a new ITP to replace the 2020 ITP for the LTO of the SWP. USFWS and NMFS issued BiOps for the CVP and SWP LTO in November and December 2024. Reclamation issued a Record of Decision in 2024. The project's submitted ITP Application included modeling with the refined relevant operations under the anticipated state permit for the SWP LTO, consistent with direction provided by CDFW. In compliance with CEQA, the Final EIR included the 2019 BiOps and 2020 ITP baseline (and did not

use the anticipated BiOps and ITP for the SWP LTO) because they represent existing conditions at the time DWR issued its notice of preparation of the Delta Conveyance Project EIR. The additional environmental analysis in this document (along with the Final EIR) will be provided to CDFW to document additional information provided in support of its decision to issue the ITP for the Delta Conveyance Project and for use as a Responsible Agency under CEQA.

SWP Proposed Project Long-Term Operations Modeling Refinements

Refinements to the Delta operations criteria assumed under the baseline (existing conditions) as a result of the 2024 SWP LTO process include:

- **South Delta Operations.** Refinement of factors including Old and Middle River flow management (LTO FEIR, p. 2-21).
- **Spring Delta Outflow.** Refinement of spring outflow criteria to include Agreements to Support Healthy Rivers and Landscapes Implementation (LTO FEIR, p. 2-33).
- **Summer and Fall Habitat Actions.** Refinement to Suisun Marsh Salinity Control Gates operations (LTO FEIR, p. 2-36).

Detailed differences in modeling assumptions to capture the refinements to operations are provided in LTO FEIR, Appendix 4A, Attachment 1, *Model Assumptions* and Table 3-1 in Chapter 3, *Scope of Analysis*, of the LTO FEIR.

CalSim 3 and Other Physical and Biological Modeling

CalSim 3 and subsequent physical and biological modeling were updated to account for refinements to the project operational criteria, regulatory framework (i.e., LTO ITP and LTO FEIR criteria), and adjustments to historical hydrology.¹ A summary of the project operational criteria refinements is provided in Table 3-1. CDFW intends to identify areas of operational flexibility in the ITP criteria (e.g., based on real-time risk assessments) whereby north Delta diversion operations would fall within a range of allowable diversion rates. For purposes of the analysis in this Addendum, the upper end of that potential range (e.g., Dec–Feb: 10% between 20,000–35,000 cfs; 15% when flows are greater than 35,000 cfs) were modeled to conservatively assess potential impacts. Furthermore, future climate scenarios as well as alternative baseline assumptions were explored in consultation with CDFW through sensitivity modeling.²

Additional biological modeling analyses were conducted based on refined models (i.e., various Draft EIR models that were refined during the ITP Application process) or new models used in the

¹ The CalSim 3 model includes adjusted historical hydrology, consistent with the *State Water Project Delivery Capability Report 2023* (California Department of Water Resources 2024b), to provide a reasonable representation of recent climatic conditions. Statistical characteristics of historical rim inflow in California’s Central Valley show noticeable and statistically significant changes in the past 100 years. Standard deviations of precipitation and rim inflow from most of the rim watersheds in the early periods of the past 100 years are significantly different from the recent 30 years. Detailed discussion of the adjusted historical hydrology is provided in the *Evaluation and Adjustment of Historical Hydroclimate Data* report (California Department of Water Resources 2023b).

² For example, modeling scenarios evaluated different climate change assumptions (median and central tendency projections for 2040), as well as alternative regulatory baseline assumptions focused on SWP LTO operations (9av2a and 9bv2) and CVP and SWP LTO operations (12av2), including full implementation of Healthy Rivers and Landscapes. These sensitivity runs also evaluated, for example, updated fallowing and Clifton Court Forebay fill window modeling assumptions to assess the potential to affect operations.

preparation of the LTO ITP Application and reflecting coordination with CDFW during ITP Application development and preparation of the ITP. These were generally used to compare the project to existing conditions modeling scenarios (except as noted below) and included the following:

- ECO-PTM³ (also used to compare diurnal north Delta diversion operations to uniform north Delta diversion sub-daily operations, in addition to comparing project to existing conditions).
- Updates to the Survival, Travel Time, and Routing Simulation (STARS) model from the spreadsheet version to the modeling code version in order to illustrate statistical uncertainty.
- Delta smelt LCME.⁴
- Additional smelt zooplankton prey–Delta outflow regression relationships.
- Updates to the longfin smelt–Delta outflow abundance index relationships to reflect additional years of data and surveys.
- Updates to white sturgeon year class strength–Delta outflow regressions to reflect additional years of data.

Analyses for fish and aquatic resources under the operational criteria refinements described above were based on CalSim 3 model outputs that reflect influences on potential operational effects.

3.1.2 Updates for Utility Features

The analyses in this addendum consider the updates to some utility features (ICF 2024a) within the project footprint as described in the Final EIR. These features were identified and updated in the ITP Application prior to submittal to CDFW in April 2024. Impacts of the project on covered species modeled habitat and occurrences, including the updated utility features, are described in each species take analysis in the ITP Application Chapter 4, *Analysis of Take and Effects*. Impacted acreages for all covered species are summarized in ITP Application Appendix 4B, *Terrestrial Take Analysis Methods*, Table 4B-2. The ITP Application project footprint, including the updated utility features, is shown relative to covered species habitat and impacts in Figures 4.6.1 through 4.12.1.

3.1.3 Refinements During Project Construction

As described in Environmental Commitment EC-14: *Construction Best Management Practices for Biological Resources* (Appendix 3B, *Environmental Commitments and Best Management Practices*, in the Final EIR), at the north Delta intakes in-water impact pile driving is allowed from June 1 to October 31 subject to terms set forth therein. EC-14 provides further that this work window for the north Delta intakes may be lengthened with NMFS, CDFW, and USFWS approval based on the success of bubble curtain or other noise attenuation methods (see Mitigation Measure AQUA-1a:

³ ECO-PTM (Ecological Particle Tracking Model) is a computer model in which through-Delta survival of emigrating juvenile Chinook salmon entering the Delta at Freeport is simulated as a function of DSM2-HYDRO–simulated Delta channel flows applied to particles with fish-like behaviors. This is described further in Appendix 4A, *Bay-Delta Methods and Results*, Section 4A.7, *ECO-PTM*, of the ITP Application (ICF 2024b).

⁴ LCME (Life Cycle Model with Entrainment) is a statistical model that estimates delta smelt annual population replacement rate as a function of various predictor variables including June-August Delta outflow and five Old and Middle River flow periods representing entrainment risk during vulnerable life stages. This is described further in Appendix 4A, Attachment 4A.4, *Delta Smelt Life Cycle Modeling*, of the ITP Application (ICF 2024b).

Develop and Implement an Underwater Sound Control and Abatement Plan in Chapter 12, *Fish and Aquatic Resources*) and real-time monitoring for fish presence. Additionally, while no impact pile driving is proposed within cofferdams or behind training walls, EC-14 provides that in-water work may occur within a cofferdam or behind the sheet pile training walls, regardless of the timing of in-water work windows. As a result of CESA consultation, additional conditions were proposed for all in-water impact pile driving at the north Delta intakes. For example, CDFW provided specific sound threshold criteria for fish injury and disturbance that must not be exceeded, based on in-channel acoustic monitoring to be conducted by DWR. Furthermore, clarification has been proposed to limit the period when CDFW may authorize lengthening the work window for the north Delta intakes to May 16 to May 31 and November 1 to November 15 each year if bubble curtains or other measures for noise attenuation achieve an equivalent level of protection as during the main work window, and CESA-listed species monitoring demonstrates absence.

3.2 Refinements with No Potential to Change EIR Impacts

The acreage refinements for facility footprints and utility features described in this section were determined to have no potential to change EIR impact conclusions because construction is already assumed at these locations within the construction footprint utilized in the Final EIR and no additional activities (e.g., construction equipment, phasing, ground disturbance, access routes) that could increase impacts will occur. These refinements do not create the conditions described in Section 15162 of the CEQA Guidelines that require preparation of a subsequent EIR.

3.2.1 Acreage Refinements for Facility Footprints and Utility Design Refinement

The analyses in this addendum include consideration of minor refinements in acreages of temporary and permanent impacts associated with some project facility footprints and utility design refinements for permitting purposes.

3.2.1.1 Bethany Complex

The Final EIR included a design reconfiguration of the Bethany Complex footprint to better accommodate potential future facilities for the Transmission Agency of Northern California and the Western Area Power Administration. The reconfiguration resulted in redistribution of permanently and temporarily disturbed acreages for some areas within the facility's footprint, which the Final EIR evaluated qualitatively. The ITP Application includes the reconfigured Bethany Complex footprint as described in the Final EIR in its quantitative assessment of impacts on modeled habitat for covered species and presents the impact acres in Table 4B-2 in ITP Application Appendix 4B.

The acreage quantification of the Bethany Complex footprint impacts does not have the potential to affect the amount or type of resources beyond those analyzed in the Final EIR because impacts under these acreage refinements will occur on lands that are already assumed to be affected by construction and are within the scope of the analysis in the Final EIR since construction equipment, phasing, methodology, and access routes will remain the same. Further, no additional features will be constructed and no new activities will occur beyond those analyzed in the Final EIR.

3.2.1.2 Undergrounding of SCADA Line Near Clarksburg

The Final EIR included a design refinement to underground approximately 1.9 miles of supervisory control and data acquisition (SCADA) line previously proposed in the Draft EIR to be installed on existing overhead power poles. This design refinement resulted in minimal changes to temporarily and permanently disturbed acreages. The Final EIR considered impacts on resources from the total area of disturbance qualitatively. The ITP Application includes the reconfigured footprint as described in the Final EIR in its quantitative calculation of impacts on covered species modeled habitat, which reduced the permanent impacts and increased the temporary impact acres for these lines due to the trench installation of underground lines. A description of this quantification of impacts on covered species is included in the ITP Application under multiple sections in Chapter 4 titled *Electrical and SCADA Facilities*. Table 4B-2 in Appendix 4B of the ITP Application provides the total impacts on covered species habitat, including SCADA facilities. Quantification of these impacts identified in the Final EIR does not have the potential to affect resources as analyzed in the Final EIR because all associated impacts are within the envelope of impacts addressed in the Final EIR.

3.2.1.3 Contra Costa Water District Interconnection Facility

The proposed refinement for the Contra Costa Water District (CCWD) Interconnection Facility footprint included in the Delta Conveyance Project 2081(b) ITP Application consists of a redesign to reduce impacts on agricultural ditches and to remove overlap with Victoria Canal, as the CCWD interconnection pipeline will be micro-tunneled under Victoria Canal. Chapter 4 of the ITP Application includes a description of the CCWD Interconnection Facilities and the associated impacts on covered species in multiple sections titled *Contra Costa Water District Interconnection Facilities*. Table 4B-2 in Appendix 4B of the ITP Application provides the total impacts on all covered species habitat, including CCWD Interconnection Facilities. Figures 4.7-5, 4.7-42, and 4.7-43 in the ITP Application show the CCWD Interconnection Facility footprint and modeled habitat impacts. Refinement of the CCWD Interconnection Facility footprint does not have the potential to affect resources as analyzed in the Final EIR because all associated impacts under this refinement will occur on lands that are already assumed to be affected by construction and will be within the scope of the analysis in the Final EIR. Further, no additional features will be constructed, and no new activities will occur beyond those analyzed in the Final EIR.

3.3 New Information Provided for Disclosure Purposes

The updates to the CESA take minimization measures and the status of candidate species described in this section are for informational purposes only. These updates occurred after certification of the Final EIR. This information does not create the conditions described in Section 15162 of the CEQA Guidelines that require preparation of a subsequent or supplemental EIR.

3.3.1 Development of CESA Take Minimization Measures

The ITP Application requires permittees to implement species-specific take minimization measures (Fish & G. Code § 2081 (b); Cal. Code Regs., tit. 14, §§ 783.2-783.8). Take minimization measures are actions intended to avoid, minimize, and offset effects on listed species. Take minimization measures were developed as part of the Delta Conveyance Project Final EIR and further discussed during

informal consultation with CDFW for the 2081(b) ITP Application for CESA-listed terrestrial species based on the mitigation measures in the Final EIR. In some cases, the take minimization measures provided more specificity for the purposes of CESA; in other cases, the take minimization measures incorporated comments received from CDFW during informal consultation. For example, the *Mason's Lilaeopsis Take Minimization Measure* in the ITP Application (Section 5.3.9) was developed based on Mitigation Measure BIO-2a, *Avoid or Minimize Impacts on Special-Status Natural Communities and Special-Status Plants* and provides specific measures for minimizing take of the species under CESA. The *Giant Garter Snake Take Minimization Measure* in the ITP Application (Section 5.3.5) was developed based on Mitigation Measure BIO-30, *Avoid and Minimize Impacts on Giant Garter Snake* and, based on comments received from CDFW during informal consultation, requires a more protective buffer and monitoring procedures (if a snake is found within the construction area) to minimize take under CESA. Additional analysis for CEQA is not necessary. The development of the ITP Application take minimization measures do not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects in the Final EIR.

3.3.1.1 Covered Fish Species Biological Criteria

Through the CESA consultation process, DWR and CDFW have identified several refinements. Consistent with the Final EIR, DWR proposes to include an aquatics resources study framework to evaluate potential project effects during project implementation and better understand uncertainties associated with north Delta diversion effects on listed fish species, among others. Building on elements included in the Final EIR, DWR and CDFW have further developed covered species monitoring and scientific studies, including fisheries evaluation studies, water quality evaluation studies, ecological response evaluation studies, fish guidance system studies, hydraulic testing studies, and associated monitoring, which are needed to establish baseline biological and environmental conditions before impacts associated with specified Covered Activities begin. The science and monitoring required during pre-project historical conditions and/or In-Water Preconstruction Monitoring time periods shall be used to establish baseline conditions before impacts associated with project operations begin. Science and monitoring conducted during In-Water Construction Monitoring may be included in calculations of baseline conditions, as approved by CDFW.

As part of the CESA consultation process, Biological Criteria for listed species were developed based on the project's effects analysis and consultation process and function as limits to changes to, for example, the population growth rates of Covered Fish Species as a result of project operations. Additionally, DWR proposes future science, studies, and monitoring, in the ITP Application consistent with the project, to assess and verify listed species response to impacts associated with the project and inclusive of mitigation and other requirements.

The results of the required science and monitoring shall be used during initial project operations (e.g., Phase 1 and 2,⁵ as described during the CESA consultation process) to ensure project operations meet the Biological Criteria for Covered Fish Species. The science and monitoring may be used to identify alternative approaches to minimize and fully mitigate impacts (e.g., refinements to operations) on Covered Fish Species to meet the Biological Criteria, if determined to be necessary.

⁵ Phase 1 (Startup and Commissioning) and Phase 2 (Full Project Operations).

3.3.1.2 Collaborative Approach to Real-Time Decision Making

Consistent with the Final EIR, DWR proposes to include requirements for a real-time decision-making process during project operations. Building on elements from the Final EIR, DWR, in coordination with CDFW, will charter the North Delta Diversion Monitoring Team (NDDMT) in advance of the project becoming operational. DWR shall convene the NDDMT to consider Covered Fish Species survey data, salvage data, other pertinent biotic and abiotic factors, and hydrologic and biological modeling outputs. NDDMT staff shall evaluate system conditions broadly and develop risk assessments to anticipate impacts on Covered Fish Species that could occur if a temporary change in operating criteria were approved for the coming week. The NDDMT shall share and discuss all available biological, abiotic, and operational information to inform discussions among DWR and CDFW Water Operations Management Team (WOMT) representatives.

Operating criteria will be evaluated to ensure that project operations achieve Biological Criteria for Covered Fish Species (Criterion #1 for Smelt, Salmon, and White Sturgeon). The operating criteria and Biological Criteria were developed using best available science and data available. Consistent with the adaptive management process described in the Final EIR, DWR proposes new monitoring and science to augment available data, and refine or develop analytical tools to assess the magnitude, timing and spatial distribution of impacts of project operations on Covered Fish Species. This new science, modeling, and data shall be used to inform real-time assessments of risk of impacts of Project operations on Covered Fish Species and the potential to exceed the Biological Criteria.

DWR and CDFW NDDWT staff may conclude different operations are warranted when conducting risk assessments under the circumstances described above, in which case the difference shall be noted and elevated. If consensus is reached, DWR shall implement the alternative action. If the Directors do not reach a resolution on operations, DWR proposes that the CDFW Director may require DWR to implement an operational decision provided by CDFW in writing. DWR agrees to implement CDFW's operational decision.

3.3.1.3 CESA Compensatory Mitigation Refinements

In consultation with CDFW, several mitigation measures have been updated to ensure they are consistent with CESA requirements to fully mitigate potential impacts on listed species. While these updates will refine mitigation requirements identified in the ITP Application and Final EIR, types and acres of habitat analyzed in the Final EIR are still appropriate. As actual compensatory mitigation sites are identified, including any potential refinements to the current estimates, additional CEQA analysis may be necessary.

3.3.2 Candidate Species Updates

3.3.2.1 White Sturgeon

Although the Final EIR included analysis of white sturgeon as a species of special concern, the California Fish and Game Commission changed the listing status of white sturgeon under CESA to a Candidate Species on June 19, 2024. Additional information for the species was provided to CDFW as part of the ITP Application (ICF 2024b) and for the development of the ITP. Additional analysis for CEQA is not necessary because the additional analyses provided in the ITP Application and supplemental information submitted to CDFW do not constitute new information of substantial

importance as they do not disclose new significant environmental effects or a substantial increase in the severity of the species' significance conclusion as discussed in the Final EIR.

3.3.2.2 Longfin Smelt

Longfin smelt were listed throughout their range in California as threatened under CESA in 2009. Recently, due to ongoing threats from altered hydrology, nonnative species, and effects of climate change, USFWS ruled that the San Francisco Bay-Delta distinct population segment (DPS) of the longfin smelt is federally endangered, effective August 29, 2024. Additional analysis for CEQA is not necessary because the additional analyses provided in the ITP Application and supplemental information submitted to CDFW do not constitute new information of substantial importance as they do not disclose new significant environmental effects or a substantial increase in the severity of the species' significance conclusion as discussed in the Final EIR.

3.3.2.3 Burrowing Owl

The Final EIR included analysis of burrowing owl as a species of special concern. On October 10, 2024, the California Fish and Game Commission approved a petition to grant burrowing owl "candidate" species status under CESA. The candidacy designation temporarily affords the burrowing owl the same CESA protections as listed species, including prohibition of take without permit authorization throughout the entirety of California while CDFW conducts a species status review to confirm whether (and for which populations) listing is warranted and to recommend management and recovery actions.

Additional information for the burrowing owl will be provided to CDFW as an application for an amendment to the ITP for the project. Additional analysis for CEQA is not necessary. The candidacy designation and analyses during consultation with CDFW do not constitute new information of substantial importance, as they do not disclose new significant environmental effects or a substantial increase in the severity of the species' previously identified significance conclusion as discussed in the Final EIR.

3.3.2.4 Monarch Butterfly

December 12, 2024, USFWS announced a proposal to list the monarch butterfly as a threatened species with proactive regulations under Section 4(d) and designate critical habitat under the Endangered Species Act. A 90-day public comment period opened on December 12, 2024, and will close on March 12, 2025, offering the public the opportunity to influence the final rule. USFWS anticipates issuing a determination on the proposed listing by the end of 2025.

The Final EIR included an analysis of monarch butterfly. Additional information on the monarch butterfly will be provided to USFWS as an addendum to the Biological Assessment for the project. Additional analysis for CEQA is not necessary. The proposal by USFWS to list the monarch butterfly as a threatened species does not constitute new information of substantial importance, as the proposed listing does not disclose new significant environmental effects or a substantial increase in the severity of the species' significance conclusion as discussed in the Final EIR.

3.3.2.5 Western Spadefoot

December 5, 2023, USFWS announced a proposal to list the western spadefoot as a threatened species under Section 4(d) of the Endangered Species Act.

The Final EIR included an analysis of western spadefoot as a CDFW species of special concern because it had no federal status at the time of preparation. Additional analysis for CEQA is not necessary. The proposal by USFWS to list the western spadefoot as a threatened species does not constitute new information of substantial importance, as the proposed listing does not disclose new significant environmental effects or a substantial increase in the severity of the species' significance conclusion as discussed in the Final EIR.

3.3.2.6 Western Pond Turtle

October 3, 2023, USFWS announced a proposal to list the northwestern pond turtle as a threatened species with a Section 4(d) rule under the Endangered Species Act.

The Final EIR included an analysis of western pond turtle⁶ as a species under review for listing under the Endangered Species Act and as a CDFW species of special concern. Additional analysis for CEQA is not necessary. The proposal by USFWS to list the northwestern pond turtle as a threatened species does not constitute new information of substantial importance as the proposed listing does not disclose new significant environmental effects or a substantial increase in the severity of the species' significance conclusion as discussed in the Final EIR.

⁶ In 2017, western pond turtle was recognized and accepted by the scientific community as two separate species (northwestern pond turtle [*Actinemys marmorata*] and southwestern pond turtle [*Actinemys pallida*]) (Crother 2017: 82; Rhodin et al. 2017:76, 171–172). Because of the relatively recent split of the species into two separate entities, the majority of available research and information refers to a single species (western pond turtle). The project is within the range of the northwestern pond turtle only.

Chapter 4

Environmental Analysis

This chapter analyzes the potential for the project refinements and updates described in Section 3.1, *Refinements and Updates with Potential to Change EIR Impacts*, to affect impact conclusions. As described for each resource analyzed, none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred.

Potential environmental impacts from the project refinements and updates described in Section 3.1 were considered for all resource areas evaluated in the Delta Conveyance Project Final EIR. The following environmental resource areas have been eliminated from further analysis in this document because little or no potential exists for project refinements or updates to have a physical effect on the specified resources based on the nature and scope of the refinements and updates to the project description. The operational and construction window refinements and the updates will not change the project footprint, cause physical changes, or create the need for increased services that could affect the following resources; the updates for utility feature refinements will be minor; and all refinements and updates will fall well within the envelope of impacts analyzed for these resources.

- Geology and Seismicity
- Soils
- Recreation
- Socioeconomics
- Aesthetics and Visual Resources
- Cultural Resources
- Transportation
- Public Services and Utilities
- Energy
- Air Quality and Greenhouse Gases
- Hazards, Hazardous Materials, and Wildfire
- Public Health
- Mineral Resources
- Paleontological Resources
- Environmental Justice
- Climate Change
- Growth Inducement
- Tribal Cultural Resources

Table 4-1 lists the resource areas that could be affected by the project refinements and updates described in Section 3.1.

Table 4-1. Project Refinements and Updates as Analyzed for Specific Resources

Resource	Operational and Modeling Refinements	Refinements During Project Construction	Updates for Utility Features
Surface Water	Analyzed	Not applicable	Not applicable
Water Supply	Analyzed	Not applicable	Not applicable
Flood Protection	Analyzed	Not applicable	Not applicable
Groundwater	Analyzed	Not applicable	Not applicable
Water Quality	Analyzed	Not applicable	Not applicable
Fish and Aquatic Resources	Analyzed	Analyzed	Not applicable
Terrestrial Biological Resources	Analyzed	Analyzed	Analyzed
Land Use	Analyzed	Not applicable	Analyzed
Agricultural Resources	Analyzed	Not applicable	Analyzed
Noise and Vibration	Analyzed	Not applicable	Analyzed

Resource area discussions include a summary of applicable impacts from the Final EIR. Resource area discussions only discuss refinements and updates that may have a change in effect. Each resource section discussion includes an explanation about how the proposed Delta Conveyance Project refinements as a part of the 2081(b) ITP Application process and other project refinements and updates will not result in new impacts or a substantial increase in the severity of a previously identified impact in the Final EIR and a CEQA conclusion statement. As discussed below, impacts associated with project refinements and updates will generally be reduced or the same as those described in the Final EIR resource analysis.

4.1 Surface Water (Final EIR Chapter 5)

This section discusses the proposed project refinements as they relate to potential changes to surface water resources discussed in Final EIR Chapter 5, *Surface Water*.

4.1.1 Operational and Modeling Refinements

The operational refinements described in Section 3.1.1, *Operational and Modeling Refinements*, will not result in substantial changes in river flows and upstream storages from what was presented in the Final EIR (i.e., the impact of the project on flow and upstream storages will not change). As discussed in Final EIR Chapter 5, CalSim 3 was used to simulate SWP/CVP operations, providing information about the surface water flows and reservoir storage to evaluate surface water-related changes associated with project alternatives. Potential changes to surface water resources that could result from the project, by themselves, were not considered an impact under CEQA, and thus, were not evaluated as impacts in the chapter. Instead, the changes framed the analysis for other resources that are dependent on surface water flows. Therefore, surface water changes resulting from operational refinements are discussed in the same manner.

Modeling completed for the ITP Application process indicates that operational refinements would not result in substantial changes to Sacramento River Basin flows as compared to the changes that were presented in the Final EIR. Generally, changes in surface water flows under operational refinements as compared to the refined existing condition baseline follow similar monthly flow

patterns as those seen for the flows that were simulated and presented in the Final EIR (Figures 1 through 8 in Attachment A).

SWP and CVP changes in end-of-May and end-of-September reservoir storage under operational refinements would be within a similar percentage of the refined baseline condition as compared to the changes in storage presented in the Final EIR (Figures 14 through 23 in Attachment A). The primary difference between the two occurs in the San Luis Reservoir, where the pattern of change in end-of-May storage from the refined baseline condition to the project differs slightly between the Final EIR modeling and the refined modeling in support of the ITP development process (Figure 22). This is due to different assumptions on regulations controlling south Delta and Delta Conveyance Project diversions in the refined modeling. Despite the slight differences in the pattern of change, the overall change in storage would be less under the refined modeling in support of the ITP development process.

4.1.2 Conclusion

Overall, refined project operations will result in changes to river flows and upstream storages similar to the changes that were presented in the Final EIR. By themselves, changes to surface water are not considered an impact under CEQA. No specific impact assessment results are discussed in this section because the effects of these changes are not considered environmental impacts under CEQA.

4.2 Water Supply (Final EIR Chapter 6)

This section discusses the proposed project refinements as they relate to potential changes to SWP and CVP water supply discussed in Final EIR Chapter 6, *Water Supply*.

4.2.1 Operational and Modeling Refinements

The operational refinements described in Section 3.1.1 will result in similar changes in SWP and CVP water supply deliveries as those presented in the Final EIR. As discussed in Final EIR Chapter 6, CalSim 3 was used to simulate SWP/CVP operations and changes in reservoir storage, annual deliveries, and Delta outflow. These simulations were presented to provide a basis for understanding changes in SWP and CVP exports and deliveries. Potential changes to water supply that could result from the project, by itself, were not considered an impact under CEQA, and thus, were not evaluated as impacts in the chapter. Instead, the changes were provided as a basis for understanding the impact assessments associated with other resource chapters in the Final EIR. Therefore, water supply changes resulting from operational refinements are also discussed in the same manner. The comparison of changes in water supply as presented in the Final EIR and under the refined project operations is presented in Tables 1 and 2 in Attachment B, *Water Supply Tables*.

Similar to the total SWP deliveries in the Final EIR, under refined project operations, deliveries are expected to increase over existing conditions; however, the increase is slightly less than what was presented in the Final EIR (i.e., 13% increase versus 15% increase, respectively). Changes in annual deliveries in the SWP Feather River Service Area remain unchanged from what was presented in the Final EIR. Table A deliveries were similar under refined project operations, although increases under all water year types will be slightly lower (about 1%) than what was presented in the Final EIR (Attachment B, Table 1).

While there is a change in Article 21 deliveries on a raw percentage basis, the absolute change in deliveries in the ITP Application models as compared to the Final EIR models is fairly similar, indicating that the operational refinements will not have a substantial effect on Article 21 increases. For average annual Article 21 deliveries, the ITP Application models showed an increase of 199 thousand acre-feet (TAF) while the Final EIR showed an increase of 235 TAF. In dry/critical years, the ITP Application models show an increase of 4 TAF vs. 0 TAF in the Final EIR models. CVP deliveries show only minor changes in the ITP Application models, and are similar to the Final EIR models.

Table 2 in Attachment B provides a comparison of Delta outflow and exports under refined project operations as compared to outflow and exports reported in the Final EIR. The changes in outflow and exports are similar when comparing the ITP Application refined project with the ITP Application existing conditions as with EIR Alternative 5 compared to EIR existing conditions, except the increase in exports is somewhat less, due to the operational refinements discussed earlier.

4.2.2 Conclusion

Refined project operations result in a reduction in SWP Delta exports relative to the Final EIR and no change in SWP Feather River Service Area or CVP water deliveries. By themselves, changes to water supply are not considered an impact under CEQA. No specific impact assessment results are discussed in this section because the effects of these changes are not considered environmental impacts under CEQA.

4.3 Flood Protection (Final EIR Chapter 7)

This section discusses the proposed project refinements as they relate to the impacts discussed in Final EIR Chapter 7, *Flood Protection* (i.e., Impacts FP-1 and FP-2).

4.3.1 Operational and Modeling Refinements

Consistent with the analysis in the Final EIR, the project is being implemented for water supply purposes and operational refinements do not include or result in changes in flood management infrastructure in the Sacramento River Basin and in the Delta, including the reservoirs of the Sacramento River Flood Control Project and CVP, and associated flood operation rules and management. Project operations will be conducted consistent with regulatory requirements for State Plan of Flood Control levees and the Central Valley Flood Protection Plan. Operational refinements will not result in an increase in water surface elevations during a 100- or 200-year flood event beyond what was previously described in the Final EIR, and Impacts FP-1 and FP-2 will remain less than significant.

4.3.2 Conclusion

Overall, refined project operations will not create new significant impacts or increase the severity of a previously identified significant impact on flood protection. Additionally, no changes in circumstances or new information of substantial importance have been identified for flood protection that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

4.4 Groundwater (Final EIR Chapter 8)

This section discusses project refinements as they relate to the impacts discussed in Final EIR Chapter 8, *Groundwater* (i.e., Impacts GW-1 through GW-7).

4.4.1 Operational and Modeling Refinements

The operational refinements described in Section 3.1.1 will not result in new significant impacts or substantially increase the severity of previously identified significant impacts on groundwater as analyzed in the Final EIR. As discussed in Final EIR Chapter 8, changes to groundwater conditions as a result of project operations will be less than significant. Evaluation of operational effects on groundwater conditions for the Final EIR was conducted using the DeltaGW model, an integrated surface water–groundwater model. The DeltaGW model builds on and incorporates the results of the surface water analysis conducted using CalSim 3 to simulate changes to groundwater conditions. The primary components influencing changes to groundwater conditions as a result of project operations are the baseline surface water flows in the lower Sacramento River and project diversions at the new north Delta intakes.

Comparing the Final EIR baseline against the ITP baseline as modeled by the CalSim 3 model shows minor increases or decreases, depending on the month, in surface water flows in the Sacramento River at Verona. The difference between the modeled flows for the Sacramento River at Verona that were presented in the Final EIR and under the refined project operations is negligible. The timing of the Sacramento River flows at Verona is slightly different under the ITP baseline compared to the timing used in the Final EIR baseline, with higher flows in the spring/early summer (April through June) and fall (September through November) and slightly lower flows in July and in the winter (December through March). Average monthly flows for the Sacramento River at Verona between the Final EIR baseline and ITP baseline are shown on Figure 1 of Attachment C, *Groundwater Figures*.

Diversions associated with project operations at the north Delta intakes under the refined project operations show a reduction in net volume compared to the analysis conducted for the Final EIR. An average of 590 TAF is diverted under the refined project operations compared to 749 TAF per year under the Final EIR. Larger reductions in diversions are seen in February, March, and July, with smaller changes in other months. Small increases in diversions are seen in November and June. A comparison of the average monthly diversions at the north Delta intakes between the Final EIR and under refined project operations is shown on Figure 2 of Attachment C. The increases and decreases to diversions correspond to increases and decreases in streamflows in the Sacramento River, and therefore, the water left in the Sacramento River under project refinements is similar to that shown for project operations in the Final EIR. Any quantitative changes will not create new significant impacts or increase the severity of a previously identified significant impact. The total annual diversion volume with operational refinements is significantly lower than that evaluated in the EIR analysis, and diversions in some individual months (i.e., July, August, September) are measurably lower than the maximum diversions in the Final EIR analysis. As a result, the Impacts GW-1 through GW-7 under refined operations are expected to be less than those described in the Final EIR.

The review of the surface water inflows and project diversions associated with the revised surface water modeling shows there will not be any changes to operations-related significance conclusions of the Final EIR or increase in the magnitude of previously identified changes to groundwater

conditions. Operational changes to surface water flows and diversions are minimal and do not suggest they will result in any substantial change to groundwater conditions in the Delta region.

4.4.2 Conclusion

Overall, refined project operations will not create new significant impacts or increase the severity of a previously identified significant impact on groundwater. Additionally, no changes in circumstances or new information of substantial importance have been identified for groundwater resources that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

4.5 Water Quality (Final EIR Chapter 9)

This section discusses the proposed project refinements as they relate to the impacts discussed in Final EIR Chapter 9, *Water Quality*. The discussion is applicable to water quality impacts affected by changes in operations (i.e., Impacts WQ-2 through WQ-14), such as effects on bromine, chloride, electrical conductivity (EC), dissolved oxygen, trace metals, turbidity, and cyanobacterial harmful algal blooms. The discussion is not applicable to impacts that will not be affected by the operational refinements to the project, such as impacts related to construction and consistency with water quality control plans (i.e., Impacts WQ-1 and WQ-15 through WQ-17).

4.5.1 Operational and Modeling Refinements

The Final EIR impact determinations in Chapter 9 were based on a comparative analysis, which assessed the frequency and magnitude of expected changes in water quality parameters at numerous locations within the study area due to project operations relative to existing conditions. Minimal water quality changes and no significant water quality impacts due to project operations were identified in the Final EIR for surface waters upstream of the Delta. Changes in Delta water quality due to project operations described in the Final EIR were primarily driven by modeled changes to Delta inflows, exports, and outflows. Consequently, to determine whether the operational refinements to the project will change any of the water quality impact determinations presented in the Final EIR, incremental differences in the modeling output for these key parameters from the project and baseline model runs completed in support of the ITP Application were compared to incremental difference for these same parameters in the Final EIR. The specific outputs evaluated from CalSim 3 were Sacramento River flows at Freeport, exports at Jones Pumping Plant and Harvey O. Banks (Banks) Pumping Plant, north Delta diversions, and Delta outflow. Delta water quality as affected by project operations would be a result of changes in source water (i.e., Sacramento River) inflows and outflows, which change the relative contributions of primary source waters across the Delta. In addition, incremental electrical conductivity (EC) differences with the refined project relative to the baseline, as modeled for the ITP Application process using DSM2 at the Delta D-1641 compliance locations, were compared to EC incremental differences disclosed for the Delta D-1641 compliance locations between the project and existing conditions in the Final EIR to directly assess the effects of refined project operations on salinity-related parameters.

The incremental differences between the project with operational refinements and the ITP baseline are compared to the incremental differences between the Final EIR project and the Final EIR baseline in the following subsections.

4.5.1.1 Sacramento River Flows Downstream of the North Delta Diversion

The modeled monthly average Sacramento River flow downstream of the north Delta diversion for the full simulation period for the refined project operations is similar to the ITP baseline for all months of the year, as shown on Figure 1 of Attachment D, *Water Quality Figures*, which is the same finding presented in the Final EIR. The greatest reduction in modeled monthly average flow relative to the ITP baseline is in January, February, and March, which is also the same finding presented in the Final EIR, with the average incremental flow reduction with the operational refinements being of similar magnitude to that shown in the Final EIR. Because the differences in modeled Sacramento River flows due to the operational refinements compared to the ITP baseline are similar in magnitude to the differences described in the Final EIR, the operational refinements to the project do not result in any substantial change to water quality conditions within the Delta, Suisun Marsh, San Francisco Bay, or the SWP/CVP export service area beyond what was previously described in the Final EIR in Impacts WQ-2 through WQ-14.

4.5.1.2 Delta Outflow

The Final EIR showed the modeled Delta outflow with the project to be the same or somewhat less compared to existing conditions for each month of the year. The operational refinements to the project as depicted by the modeling done in support of the ITP development process shows the same relationship to its ITP baseline condition, and the monthly average reduction in outflow relative to the baseline is of similar magnitude to that shown for the Final EIR in most months, as shown on Figure 2 of Attachment D. A notable exception is March for the project with operational refinements, where modeling shows a lesser reduction in average March outflow relative to the ITP baseline compared to the Final EIR. Being more similar to the ITP baseline, this condition will cause less change in water quality relative to the baseline, and thus will have lesser effects on water quality compared to those described in the Final EIR. Therefore, the operational refinements to the project do not result in any substantial change to water quality conditions within the Delta, Suisun Marsh, San Francisco Bay, or the SWP/CVP export service area beyond what was previously described in the Final EIR in Impacts WQ-2 through WQ-14.

4.5.1.3 Jones Pumping Plant

In the Final EIR, long-term monthly average modeled exports at Jones Pumping Plant with the project are similar to or slightly higher than under existing conditions each month of the year. With the operational refinements to the project as depicted by the modeling done in support of the ITP development process, exports at Jones Pumping Plant will be more similar to the baseline, as shown on Figure 3 of Attachment D. Hence, operational refinements will reduce the average effect on Jones Pumping Plant exports on Delta water quality relative to the ITP baseline condition. Hence, to the degree that Jones Pumping Plant exports affect Delta water quality, the operational refinements will result in similar or lesser effects compared to the water quality effects disclosed in the Final EIR for the Delta, Suisun Marsh, San Francisco Bay, or the SWP/CVP export service area in Impacts WQ-2 through WQ-14.

4.5.1.4 Banks Pumping Plant

The differences in the modeled Banks Pumping Plant exports between the project with operational refinements and the ITP baseline are similar to or less than the modeled differences between the project and existing conditions presented in the Final EIR, as shown on Figure 4 of Attachment D. The Final EIR showed that monthly average exports from Banks Pumping Plant with the project will be lower than exports under existing conditions in all months of the year. The operational refinements to the project as depicted by the modeling done in support of the ITP development process also show lower average monthly exports at Banks Pumping Plant relative to the ITP baseline, but the magnitude of average monthly reduction is somewhat less January through September, and November, and somewhat greater in October and December compared to that presented in the Final EIR. To the degree that Banks Pumping Plant exports affect Delta water, the operational refinements to the project will result in similar or lesser effects compared to those described in the Final EIR for the Delta, Suisun Marsh, San Francisco Bay, or the SWP/CVP export service area in Impacts WQ-2 through WQ-14.

4.5.1.5 Electrical Conductivity

To further assess the effects that operational refinements to the project could have on Delta and downstream water quality, an evaluation of EC output from DSM2 for the D-1641 compliance locations was made. For the full simulation period, the probability with which any given EC levels will be exceeded was similar or the same between the operationally refined project and its ITP baseline and that shown for the project and existing conditions in the Final EIR. The magnitude of probability difference between the project and baseline for the operationally refined project was similar or the same as that modeled for the project in the Final EIR at all D-1641 compliance locations. Output is provided in Figures 5 through 16 of Attachment D for the D-1641 compliance locations for the full simulation period. Because EC in the Delta is the water quality parameter most affected by project operations, it serves as an effective surrogate for effects on other water quality parameters in the Delta and downstream waters. In other words, if the incremental differences in EC with the ITP Application modeling are similar to the incremental differences in EC in the Final EIR, then the operational refinements would result in incremental differences in the other water quality constituents similar to those described in the Final EIR (e.g., mercury, selenium, organic carbon, nutrients) in Impacts WQ-2 through WQ-14. Based on the small differences between the modeled scenarios of the Final EIR and those done in support of the ITP development process, the operational refinements to the project do not result in any substantial change to water quality conditions within the Delta, Suisun Marsh, San Francisco Bay, or the SWP/CVP export service area beyond what was previously described in the Final EIR.

4.5.2 Conclusion

Overall, the operational refinements will not create new significant impacts or increase the severity of a previously identified significant impact on water quality. Additionally, no changes in circumstances or new information of substantial importance have been identified for water quality that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

4.6 Fish and Aquatic Resources (Final EIR Chapter 12)

This section discusses the proposed project refinements relevant to the impacts discussed in Final EIR Chapter 12, *Fish and Aquatic Resources* (i.e., operations-related Impacts AQUA-2 through AQUA-20 and construction-related Impact AQUA-1).

4.6.1 Operational and Modeling Refinements

Updating of CalSim 3 modeling in the Final EIR to reflect the operational refinements described in Chapter 3, *Description of Project Refinements and Updates*, indicates that there will not be any changes to operations-related significance conclusions from the Final EIR, nor any new significant impact, nor any increase in the severity of the previously identified potentially significant impacts (i.e., Impact AQUA-2, Impact AQUA-3, Impact AQUA-5, Impact AQUA-6, and Impact AQUA-7). This is based on overall similarity in model outputs that reflect influences on potential operational effects on fish and aquatic resources (i.e., Sacramento River flows at Hood; Old and Middle River flows; Delta outflow; and X2). Additional modeling with ECO-PTM demonstrated that the change from the previous diurnal prioritization of north Delta diversion operations to north Delta diversion operations throughout the day resulted in minimal differences in through-Delta survival of juvenile Chinook salmon. The operational refinements described in Chapter 3 (i.e., modified bypass criteria) generally minimize overall impacts on fish and aquatic resources. Impacts will remain less than significant with the inclusion of Mitigation Measure CMP: *Compensatory Mitigation Plan* (specifically CMP-25, CMP-26, CMP-27, and CMP-28, as described in Attachment 3F.1, *Compensatory Mitigation Design Parameters*). Finally, the Biological Criteria, as well as other CESA-listed species minimization measures identified during the CESA consultation process, will function to ensure potential project effects are further minimized and fully mitigated, consistent with CESA requirements.

4.6.2 Project Refinements During Construction

Additional conditions related to impact pile driving, as described in Chapter 3, were identified consistent with Final EIR Environmental Commitment EC-14: *Construction Best Management Practices for Biological Resources* and Mitigation Measure AQUA-1a: *Develop and Implement an Underwater Sound Control and Abatement Plan*. These additional conditions included defining the potential for impact pile driving to occur during May 16 to May 31 and November 1 to November 15, subject to CDFW approval and provided that noise attenuation achieves an equivalent level of protection as during the main work window, and monitoring demonstrates absence of CESA-listed fish species. Impact AQUA-1 will remain less than significant with the inclusion of Mitigation Measure AQUA-1a.

4.6.3 Conclusion

Overall, the refined project operations and in-water construction work window will not create new significant impacts or increase the severity of a previously identified significant impact on fish and aquatic resources. Additionally, no changes in circumstances or new information of substantial importance have been identified for fish and aquatic resources that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

4.7 Terrestrial Biological Resources (Final EIR Chapter 13)

This section discusses project refinements and updates as they relate to the impacts discussed in Final EIR Chapter 13, *Terrestrial Biological Resources* (i.e., Impacts BIO-1 through BIO-57).

4.7.1 Operational and Modeling Refinements

The operational refinements as discussed in Section 3.1.1 will not result in any new significant terrestrial biological resources impacts nor any substantially more severe significant impacts as compared to those described in the Final EIR in Impacts BIO-1 through BIO-57. The operational refinements will not result in increased loss of modeled habitat or increase the potential for injury, mortality, or alteration of normal behaviors of terrestrial biological resources and will not change the significance conclusions from the Final EIR.

4.7.2 Updates for Utility Features

The updates for utility features as discussed in Section 3.1.2, *Updates for Utility Features*, will result in small changes to permanent and temporary impacts on modeled habitat for some terrestrial species (ICF 2024a), but the impacts will be similar to those described in Final EIR Chapter 13 in Impacts BIO-10 through BIO-14, BIO-16, BIO-18, BIO-21 through BIO-42, and BIO-44 through BIO-48, and will not result in any new significant terrestrial biological resources impacts as compared to those described in the Final EIR or increase the severity of the previously identified potentially significant impacts. Impacts will remain less than significant with inclusion of the mitigation measures identified in Chapter 13 of the Final EIR, including Mitigation Measure CMP: *Compensatory Mitigation Plan* (Appendix 3F, *Compensatory Mitigation Plan for Special-Status Species and Aquatic Resources*) and the design commitments and guidelines CMP-0 through CMP-22, and CMP-29 (Attachment 3F.1, *Compensatory Mitigation Design Parameters*).

4.7.3 Project Refinements During Construction

The additional conditions identified during the CESA consultation process, as described in Chapter 3, for in-water impact pile driving at the north Delta intakes would not increase noise and visual disturbance impacts on terrestrial biological resources as analyzed in the Final EIR because they remain within the periods analyzed. Furthermore, the analysis of noise impacts from pile driving on terrestrial species is not limited to the in-water impact pile driving construction work window, but rather considers potential effects from all pile driving, both in water and on land. Impacts BIO-1 through BIO-57 will remain less than significant with implementation of the mitigation measures identified in Chapter 13 of the Final EIR.

4.7.4 Conclusion

Overall, the refined project operations, updates for utility features, and refined in-water construction work window will not create new significant impacts or increase the severity of a previously identified significant impact on terrestrial biological resources. Additionally, no changes in circumstances or new information of substantial importance have been identified for terrestrial

biological resources that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

4.8 Land Use (Final EIR Chapter 14)

This section discusses project refinements and updates as they relate to the impacts discussed in Final EIR Chapter 14, *Land Use* (i.e., Impacts LU-1 through LU-3).

4.8.1 Operational and Modeling Refinements

The operational refinements described in Section 3.1.1 will not result in new significant impacts or substantially increase the severity of previously identified significant impacts on land use impacts as analyzed in the Final EIR in Impacts LU-1 through LU-3. Implementation of the operational refinements will not result in any changes to project construction or project facilities as described in the Final EIR. Therefore, no new unanticipated removal of structures, changes in land use patterns, or conflicts with land use designations or policies will occur. As stated in Final EIR Chapter 14, operations will not result in effects on or conflicts with existing land uses.

4.8.2 Updates for Utility Features

The updates for some segments of project utility features resulted in updates to temporary and permanent impacts on acreages located in portions of the project study area. The updated affected acreages are located in Alameda, Sacramento, and San Joaquin Counties. However, the updates to the amount of affected acreages will not result in new incompatibilities with applicable land use designations, goals, and policies. Additionally, the areas that will be affected by the updated utility features overlap with other project features (e.g., roadways, facility footprints) considered in the calculation of affected acreages. Therefore, no new impacts as compared to those described in Final EIR in Impacts LU-1 through LU-3 will occur.

4.8.3 Conclusion

Overall, the operational refinements and updates for utility features will not create new significant impacts or increase the severity of a previously identified significant land use impact because no new conflicts with land use designations, policies, or plans will occur. Additionally, no changes in circumstances or new information of substantial importance have been identified for land use that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

4.9 Agricultural Resources (Final EIR Chapter 15)

This section discusses project refinements and updates as they relate to the impacts discussed in Final EIR Chapter 15, *Agricultural Resources* (i.e., Impacts AG-1 through AG-3).

4.9.1 Operational and Modeling Refinements

The operational refinements described in Section 3.1.1 will not result in new significant impacts or substantially increase the severity of previously identified significant impacts on agricultural

resources as analyzed in the Final EIR. As discussed in the Final EIR in Impact AG-3, there are no impacts from operations that will result in the physical conversion of Important Farmland (i.e., Prime Farmland, Unique Farmland, Farmland of Local Importance, Farmland of Statewide Importance), land subject to Williamson Act contract, or land under contract in Farmland Security Zones to nonagricultural uses. Further, as discussed in the Final EIR, operations are not anticipated to indirectly affect agriculture because although operation of the project's water conveyance facilities will modestly increase salinity regimes in the study area relative to existing conditions in the western Delta, operations will be in compliance with all water quality standards set by the State Water Board to be protective of Delta agricultural beneficial uses and will not result in a substantial conversion of Important Farmland to nonagricultural use. As discussed in Section 4.1, *Surface Water (Final EIR Chapter 5)*, flow variations associated with the operational refinements will be minor and similar to the flow changes described in the Final EIR. Furthermore, as described in Section 4.5, *Water Quality (Final EIR Chapter 9)*, the operational refinements do not result in any substantial change in water quality conditions described in the Final EIR, including effects on salinity parameters. Therefore, impact conclusions for agricultural resources would not differ from those identified in the Final EIR.

4.9.2 Updates for Utility Features

The updates for some segments of project utility features resulted in updates to temporary and permanent impacts on agricultural acreage. However, the amount of affected acreages was so small that it will not result in changes to the total percentage of impacted Important Farmland, land subject to Williamson Act contract, or land under contract in Farmland Security Zones as presented in Final EIR in Impacts AG-1 through AG-3 because the change would be less than 0.0001%. Additionally, the areas that will be affected by the updated utility features overlap with other project features (e.g., roadways, facility footprints) considered in the calculation of affected acreages. Therefore, updates to utility features will not result in new or more severe impacts as compared to those described in Final EIR Chapter 15, which concluded impacts on Important Farmland, land subject to Williamson Act contract, or land under contract in Farmland Security Zones to be significant and unavoidable (i.e., Impact AG-1 and Impact AG-2), and the mitigation described in the Final EIR will apply.

4.9.3 Conclusion

Overall, the operational refinements and updates for utility features will not create new significant impacts or increase the severity of a previously identified significant impact on Important Farmland, land subject to Williamson Act contract, or land under contract in Farmland Security Zones. Additionally, no changes in circumstances or new information of substantial importance have been identified for agricultural resources that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

4.10 Noise and Vibration (Final EIR Chapter 24)

This section discusses the proposed project refinements and updates as they relate to the operations impacts discussed in Final EIR Chapter 24, *Noise and Vibration*. The discussion is applicable to Impacts NOI-1 and NOI-2. The discussion is not applicable to Impact NOI-3 because the project refinements are not related to the influence of noise from aircraft or airports.

4.10.1 Operational and Modeling Refinements

The operational refinements described in Section 3.1.1 will not result in new noise or vibration impacts as analyzed in the Final EIR in Impacts NOI-1 and NOI-2. Implementation of the operational refinements will not result in any changes to project construction or project facilities as described in the Final EIR; therefore, no new noise or vibration-generating facilities associated with the operational refinements will occur. Further, the Final EIR indicated that pumping plants will include noise-attenuating measures that will be specified and implemented such that facilities will be in compliance with local noise level performance standards. As stated in Final EIR Chapter 24, operations are not expected to be a significant source of noise at the nearest receptors and the modifications to water flow from the operational refinements are too minimal to change this result.

4.10.2 Updates for Utility Features

The updates for some segments of utility features resulted in minor changes to noise level contours associated with short-term construction-related noise impacts for the updated utility and SCADA components. The updated noise level contours show that updated utility features result in a potential exceedance of the daytime noise limit at two additional residences due to short-term construction (mostly 1 to 2 days, but up to 1 to 2 weeks in some cases) that will occur in these locations. Final EIR Chapter 24 (Impact NOI-1) discloses that the project would result in significant and unavoidable construction-related exceedances of daytime noise level criteria associated with the construction of project infrastructure, including utility features. The identification of two additional residences that have the potential to be exposed to short-term exceedances of the daytime noise level criteria does not constitute a substantial increase in the severity of impacts as compared to those described in Final EIR Chapter 24 (i.e., Impact NOI-1 and Impact NOI-2), and the mitigation described in the Final EIR will apply to the additional residences. Additionally, the Final EIR concluded that if all eligible property owners participate in the mitigation, Mitigation Measure NOI-1: *Develop and Implement a Noise Control Plan*, the impacts will be less than significant with mitigation and the same will apply under the updates for utility features.

4.10.3 Conclusion

Overall, the operational refinements and updates for utility features will not create new significant impacts or increase the severity of a previously identified significant impact regarding noise. Additionally, no changes in circumstances or new information of substantial importance have been identified for noise and vibration that could result in any new potentially significant effects or a substantial increase in the severity of previously identified significant effects.

Chapter 5

Cumulative Effects

Under CEQA, cumulative impacts are defined as two or more individual effects on environmental resources, that when considered together, are considerable or compound or increase other environmental impacts (CEQA Guidelines §15355). Cumulative impacts consist of impacts that are created as a result of the combination of the project with other projects that would cause related impacts (CEQA Guidelines §15130 (a)(1)). The focus under CEQA cumulative impacts is on whether the project's incremental contribution to any significant cumulative impact is cumulatively considerable and thus significant in and of itself (CEQA Guidelines §15065(a)(3)). The related past, present, and reasonably foreseeable probable future projects and programs to be considered in the cumulative impacts analysis generally (though not always) are not components of, or outgrowths from, the individual identified projects or programs. Rather, the identified projects and programs are usually separate and distinct, often with different lead entities that may cause impacts similar to, or related to, those of the project or alternatives.

The environmental analysis provided in Chapter 4, *Environmental Analysis*, evaluates specific resource areas that could be affected by the project refinements and updates relative to the Final EIR environmental analysis. As discussed in the individual resource-specific analyses in Chapter 4, potential effects of the refined project will generally be similar or less, and impact determinations described in the Final EIR will remain the same in this Addendum. Because effects will be similar or less, the project's incremental contribution to any cumulative effect will not increase relative to the Final EIR analyses. Thus, the project refinements and updates do not change the cumulative analysis conclusions described in the Final EIR.

Chapter 6

Conclusion/Summary of Findings

As described in Chapter 4, *Environmental Analysis*, resource areas were assessed to determine whether the project refinements and updates or other changes made to the Final EIR as discussed in Chapter 3, *Description of Project Refinements and Updates*, will create new significant impacts or increase the severity of a previously identified impact in the Final EIR. Overall, the modified project will not create new significant effects or increase the severity of a previously identified significant effect presented in the Final EIR.

Chapter 7 References Cited

- California Department of Fish and Wildlife. 2024. *California Endangered Species Act Incidental Take Permit for Long-Term Operation of the State Water Project in the Sacramento–San Joaquin Delta*. Permit No. 2081-2023-054-00. November. Sacramento, CA. Available: https://water.ca.gov/-/media/DWR-Website/Web-Pages/News/Files/PDF--2081-2023-054-00-SWP-ITP_Final_20241104.pdf.
- California Department of Water Resources. 2024a. *Long-Term Operations of the State Water Project in the Sacramento-San Joaquin Delta, Suisun Marsh, and Suisun Bay Final Environmental Impact Report*. October. (ICF 104469.0.014.01.) Sacramento, CA. Prepared by ICF, Sacramento, CA. Available: <https://ceqanet.opr.ca.gov/2023060467/2>.
- California Department of Water Resources. 2024b. *The State Water Project Delivery Capability Report 2023*. July 2024. Available: <https://water.ca.gov/Library/Modeling-and-Analysis/Central-Valley-models-and-tools/CalSim-3/DCR>.
- California Department of Water Resources. 2023a. *Delta Conveyance Project Final Environmental Impact Report*. December. (ICF 103653.0.003.) Sacramento, CA. Prepared by ICF, Sacramento, CA. Available: <https://www.deltaconveyanceproject.com/planning-processes/california-environmental-quality-act/final-eir>.
- California Department of Water Resources. 2023b. *Evaluation and Adjustment of Historical Hydroclimate Data: Improving Representation of Current Hydroclimatic Conditions in Key California Watersheds*. December 2023. Available: <https://data.cnra.ca.gov/dataset/state-water-project-delivery-capability-report-dcr-2023/resource/ad861b0b-c0aa-4578-8af0-54485e751ca8>.
- California Department of Water Resources. 2023c. *Mitigation Monitoring and Reporting Program for the Delta Conveyance Project*. December. Prepared by ICF, Sacramento, CA. Available: <https://cadwr.app.box.com/s/qct5ey81zeyaxouccc25yyrotzfh2wq8>.
- Crother, B. I. 2017. *Scientific and Standard English Names of Amphibians and Reptiles of North America North of Mexico, with Comments Regarding Confidence in Our Understanding*. Eighth Edition. Society for the Study of Amphibians and Reptiles. SSAR Herpetological Circular 43.
- ICF. 2024a. *Delta Conveyance Project, GIS Updates for Utility Features*. November. Sacramento, CA. Prepared for California Department of Water Resources, Sacramento, CA.
- ICF. 2024b. *Delta Conveyance Project, California Endangered Species Act*. April. (ICF 103653.) Sacramento, CA. Prepared for California Department of Water Resources, Sacramento, CA. Available: <https://www.deltaconveyanceproject.com/planning-processes/california-endangered-species-act/incidental-take-permit-application>.
- Rhodin, A. G. J., J. B. Iverson, R. Bour, U. Fritz, A. Georges, B. Shaffer, and P. O. van Dijk. 2017. *Turtles of the World. Annotated Checklist and Atlas of Taxonomy, Synonymy, Distribution, and Conservation Status (8th Ed.)*. Turtle Taxonomy Working Group. Chelonian Research Monographs, Number 7. New York, NY.

Attachment A Surface Water Figures

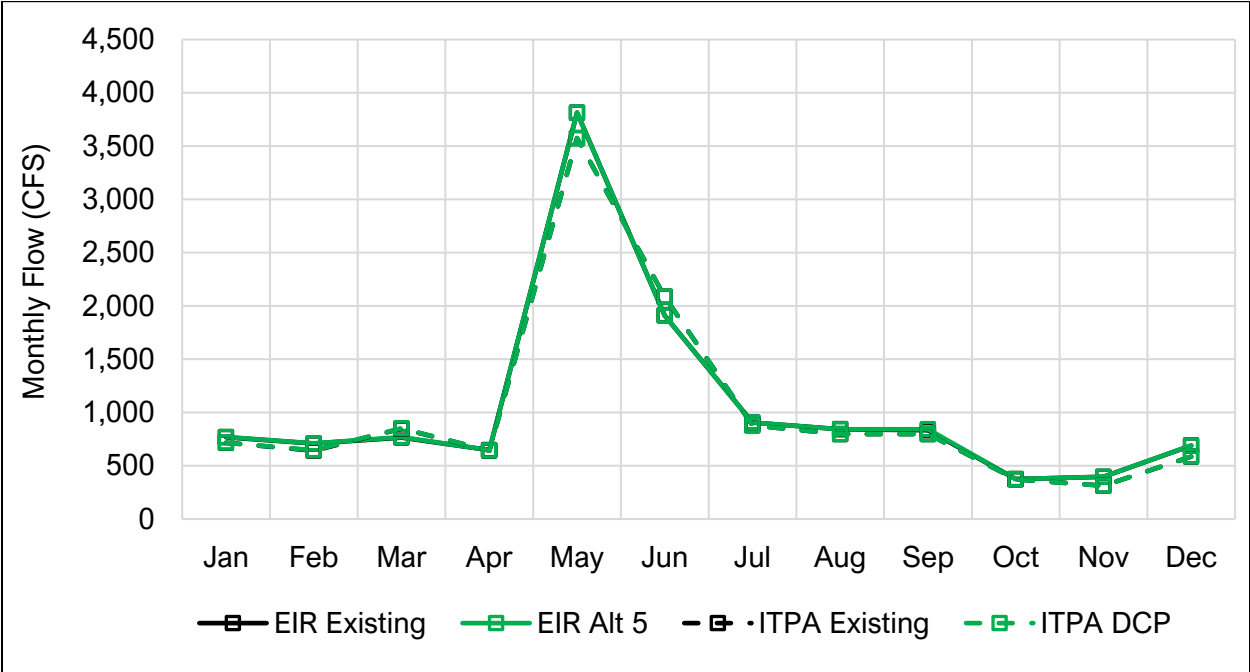


Figure 1. Trinity River at Lewiston, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

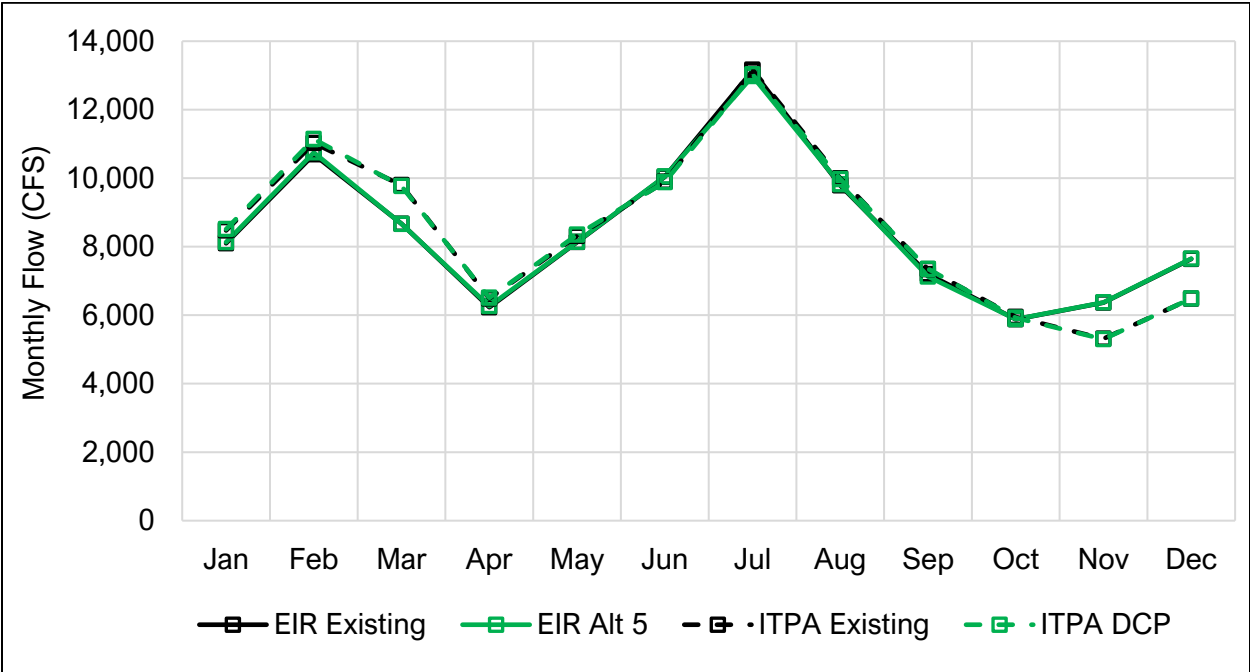


Figure 2. Sacramento River at Keswick, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

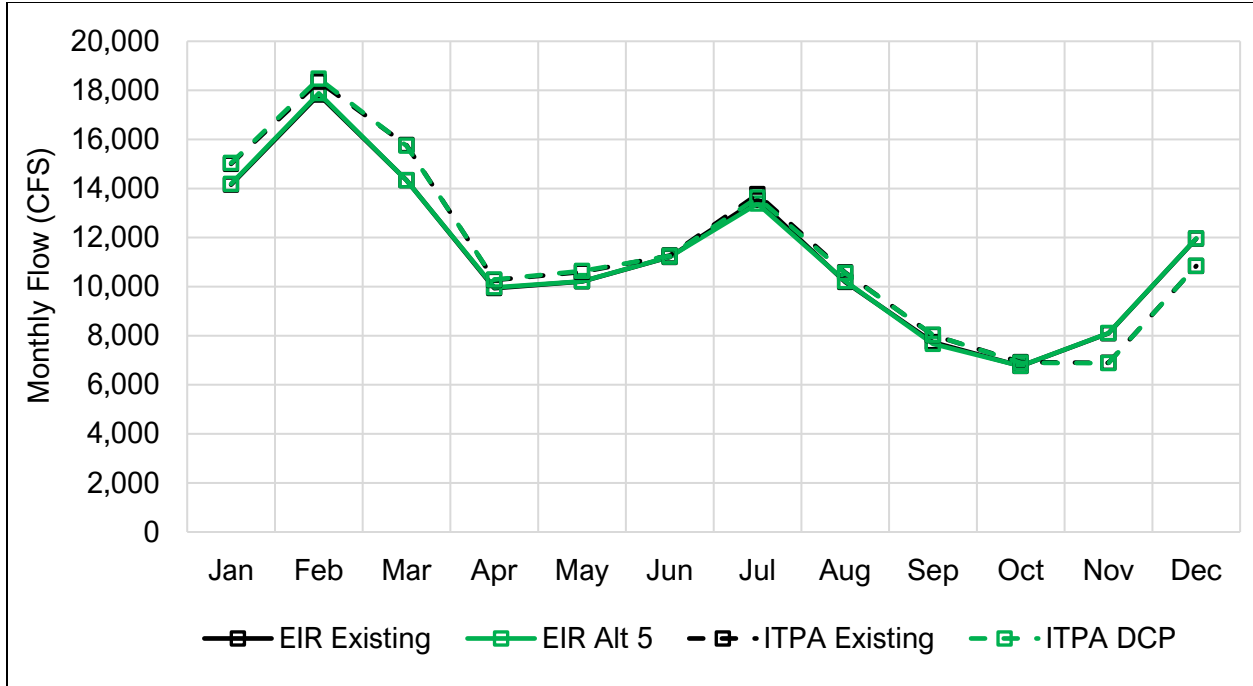


Figure 3. Sacramento River at Bend Bridge, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

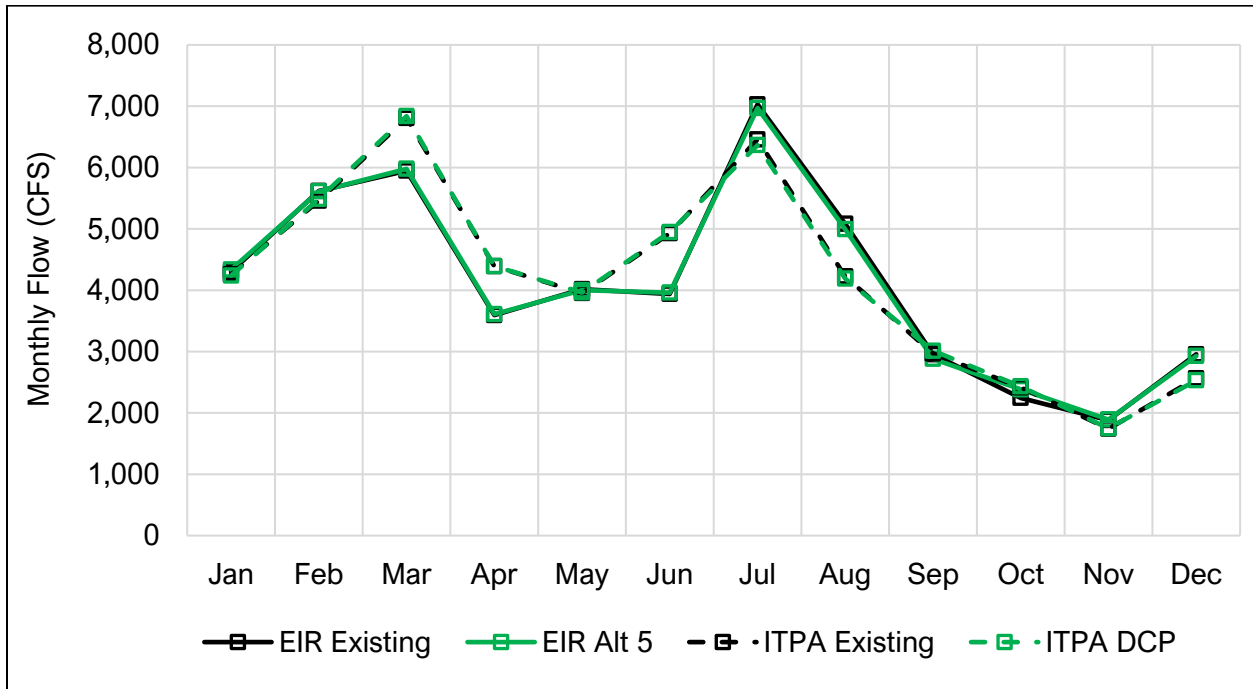


Figure 4. Feather River at Thermalito, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

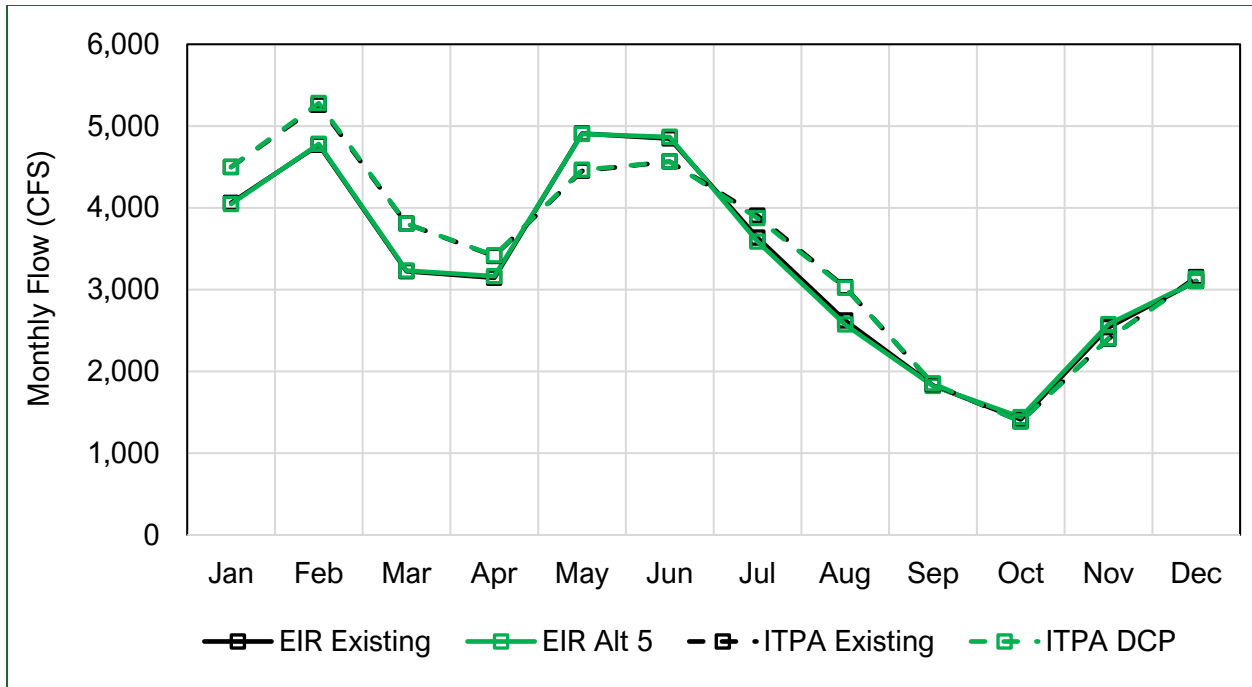


Figure 5. American River at Watt Ave, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

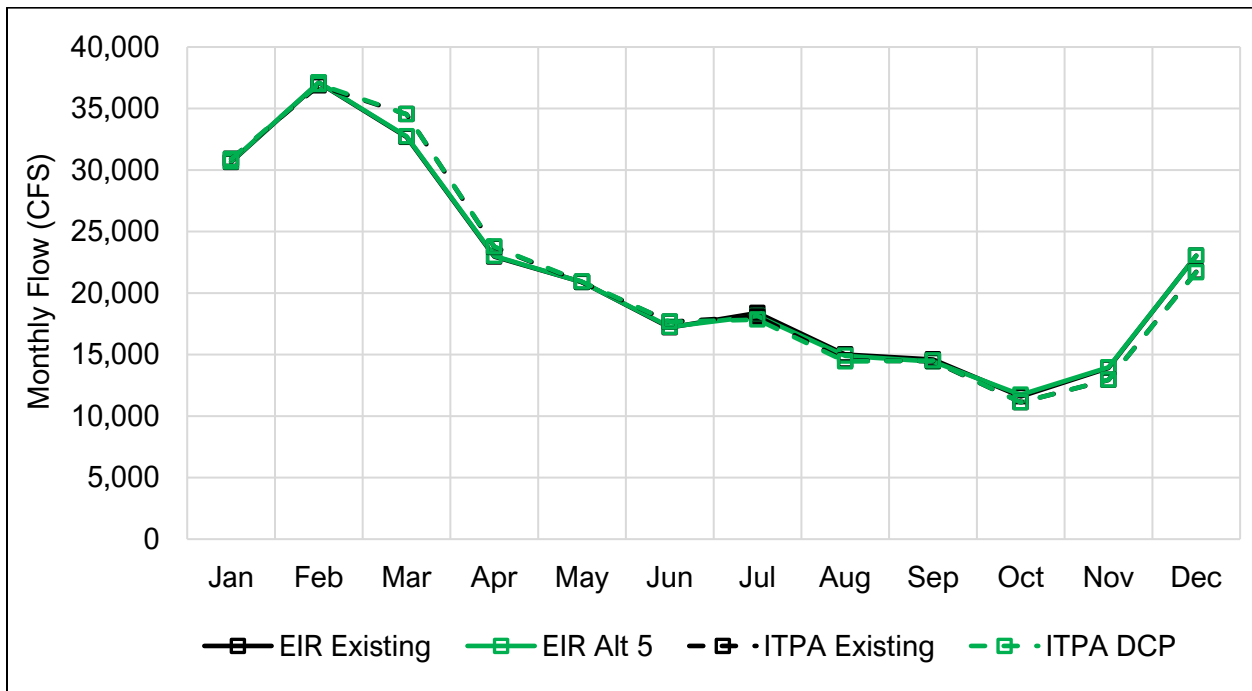


Figure 6. Sacramento River at Freeport, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITPA scenarios

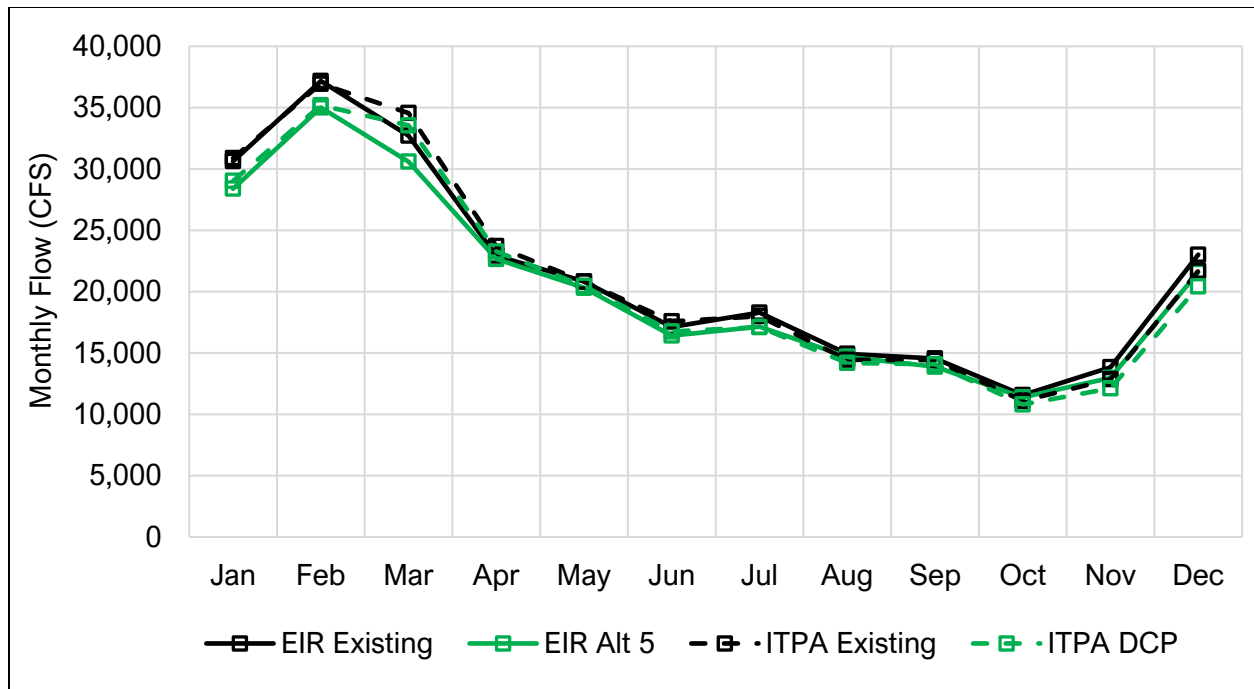


Figure 7. Sacramento River Flow Downstream of NDD, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

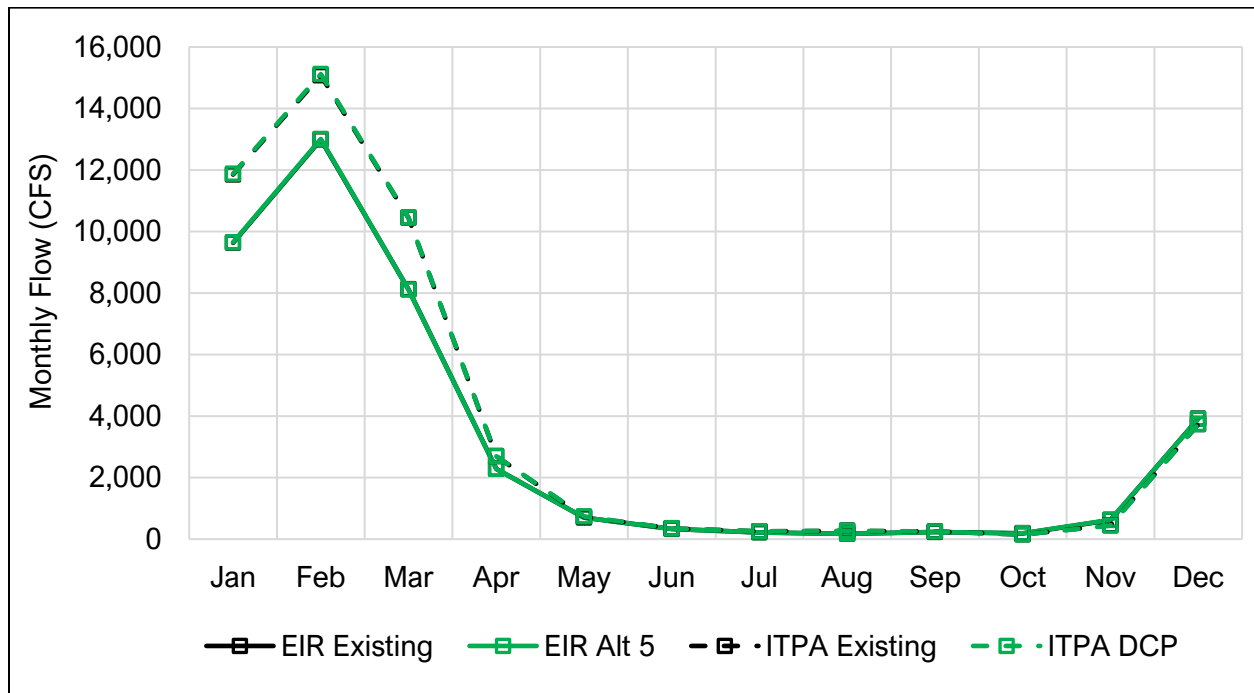


Figure 8. Yolo Bypass at Fremont Weir, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

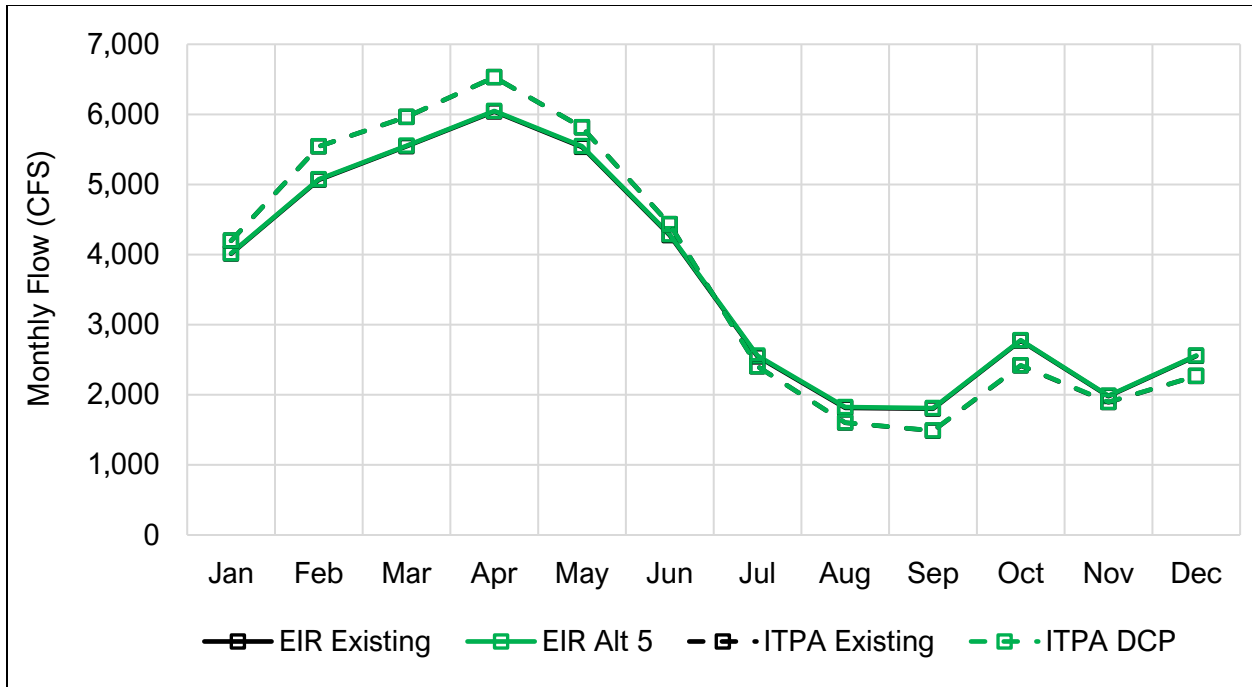


Figure 9. San Joaquin River at Vernalis, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITPA scenarios

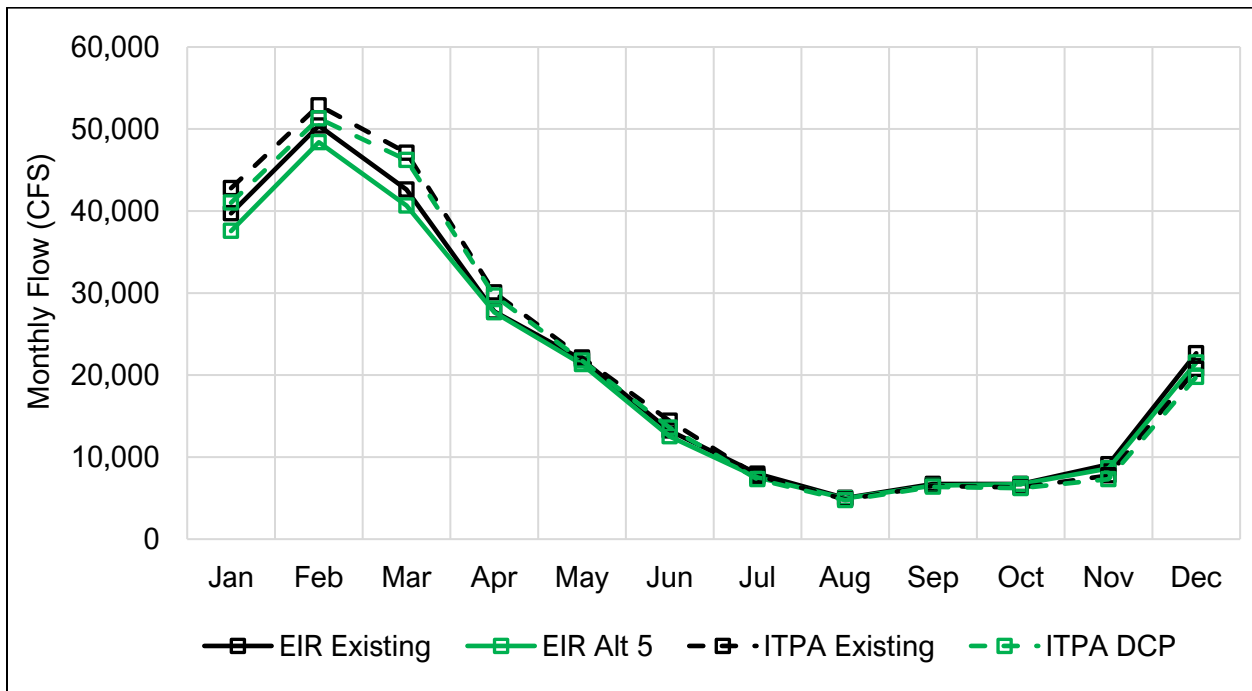


Figure 10. Delta Outflow (NDOI), Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

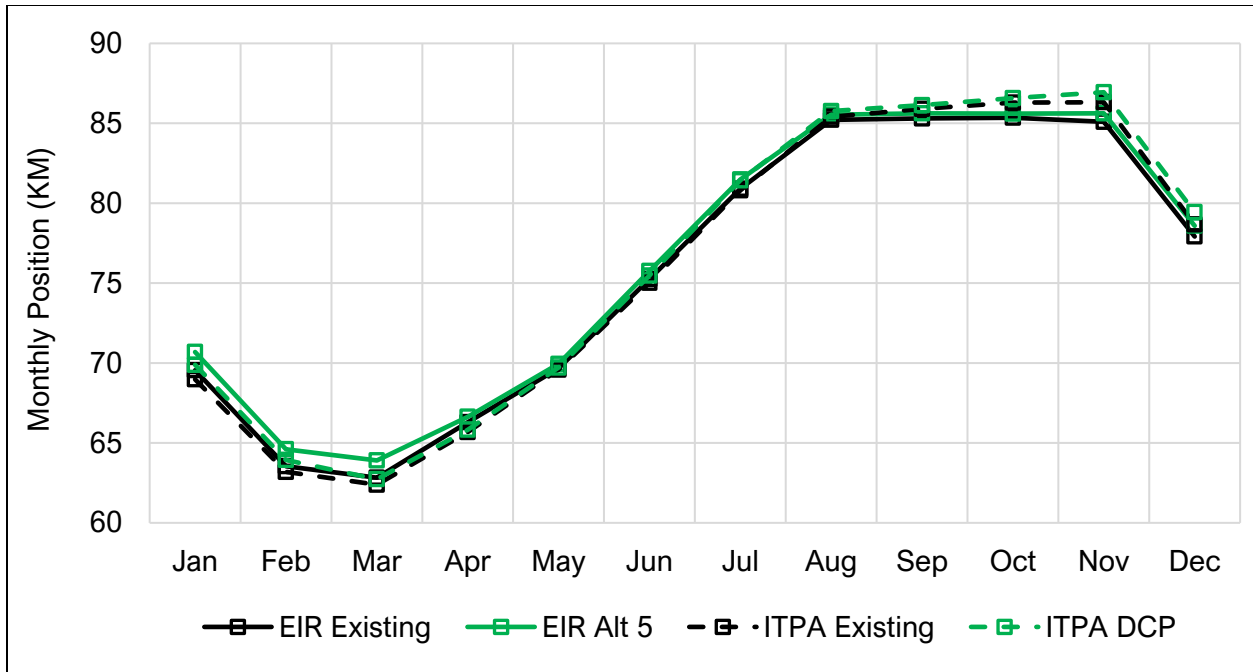


Figure 11. X2 Position, Monthly Average Position (kilometers), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

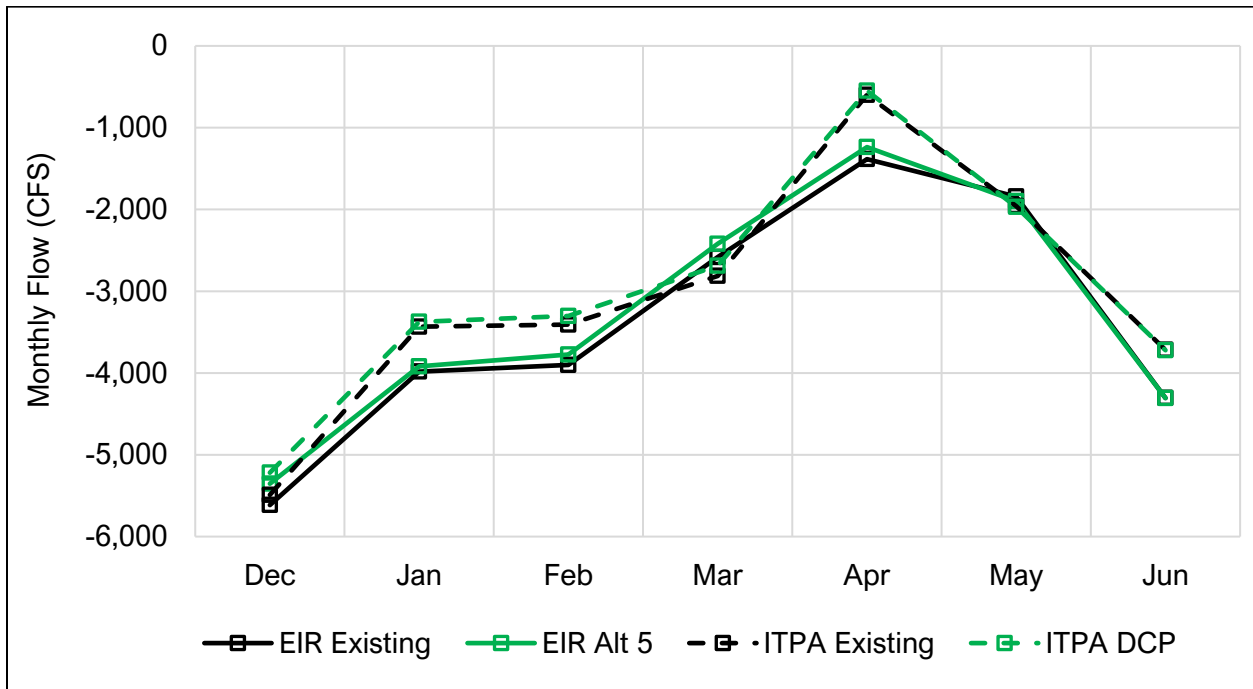


Figure 12. Combined Old and Middle River, Monthly Average Flow (cubic feet per second), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

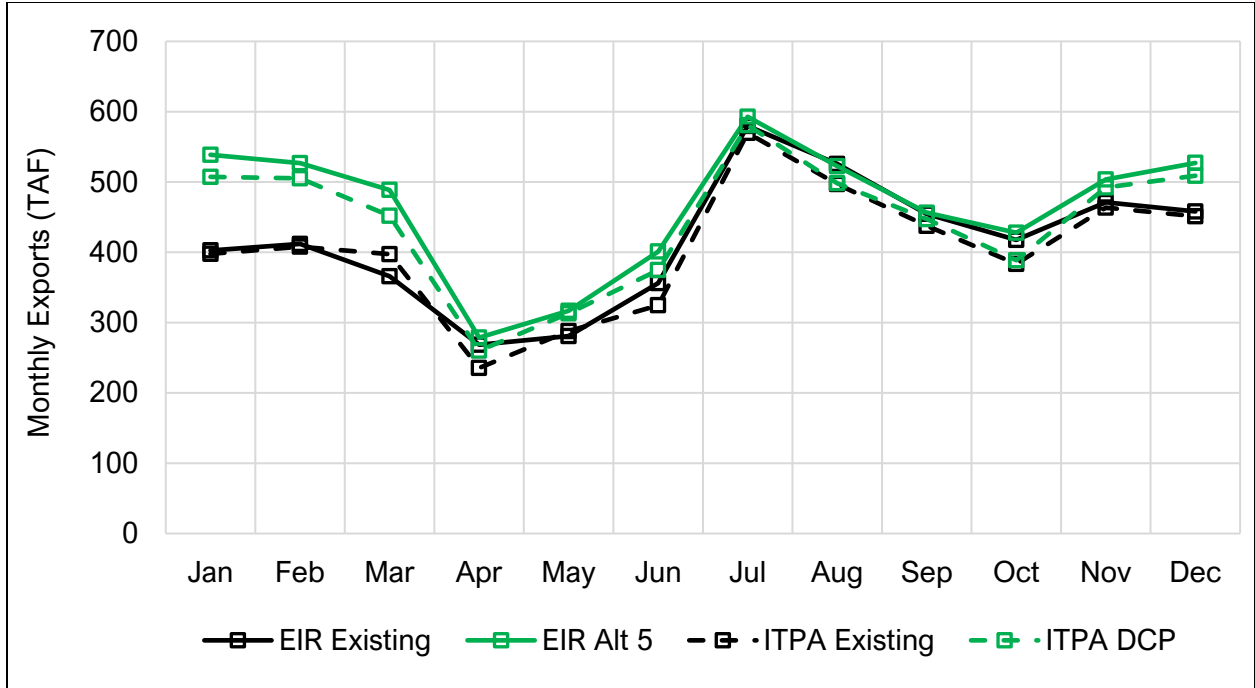


Figure 13. Total Delta Exports, Monthly Average Exports (thousand acre-feet), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

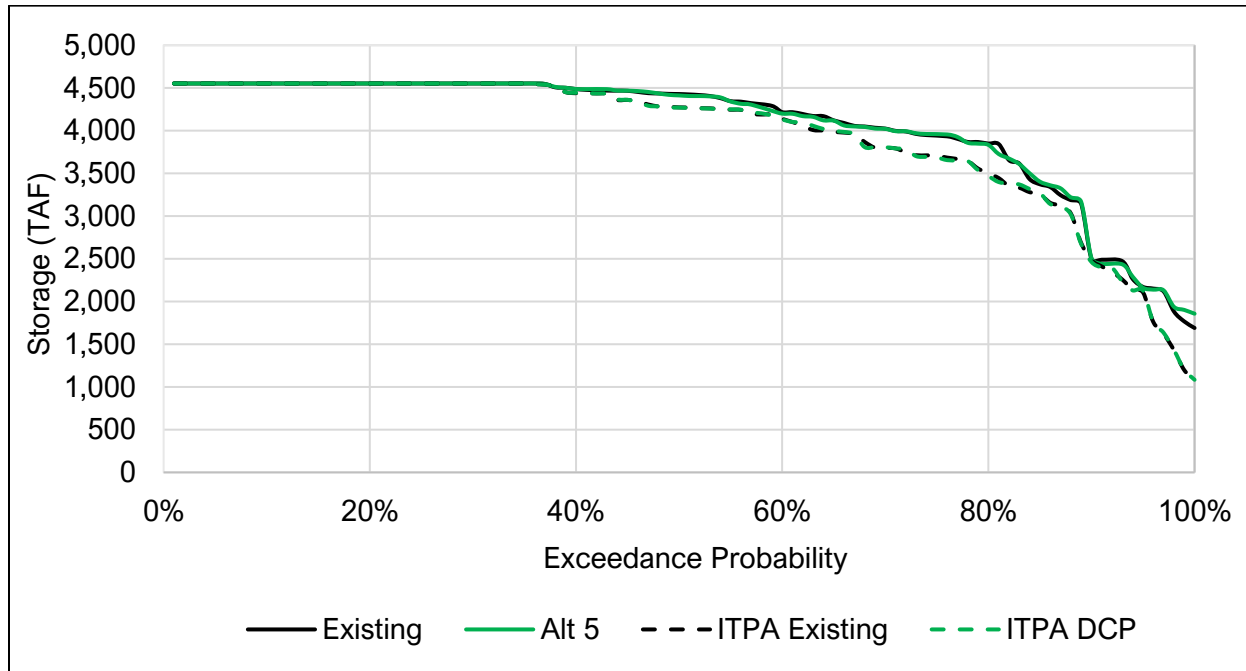


Figure 14. Shasta End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for May, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

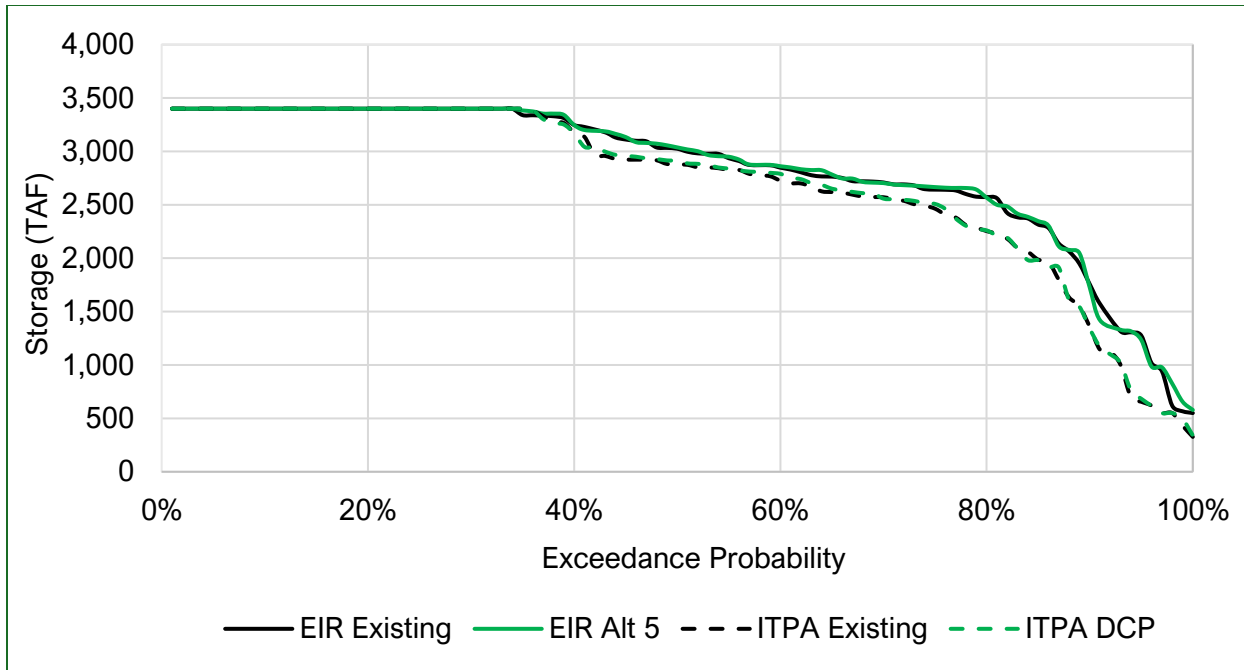


Figure 15. Shasta End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for September, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

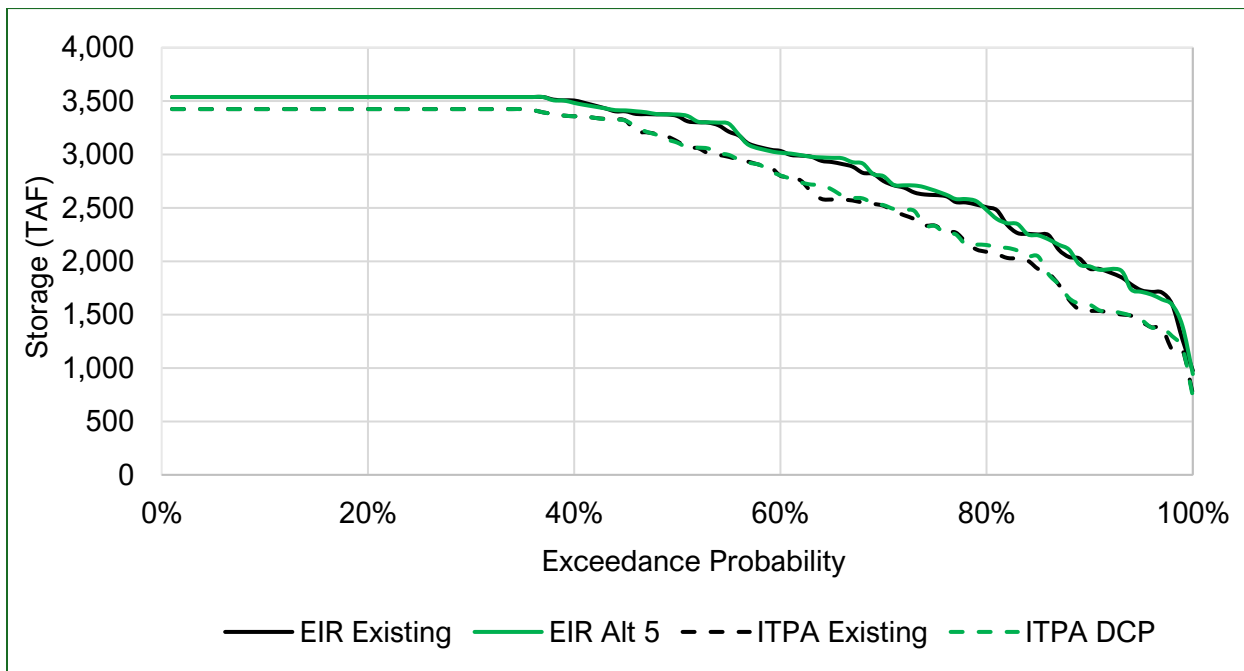


Figure 16. Oroville End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for May, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

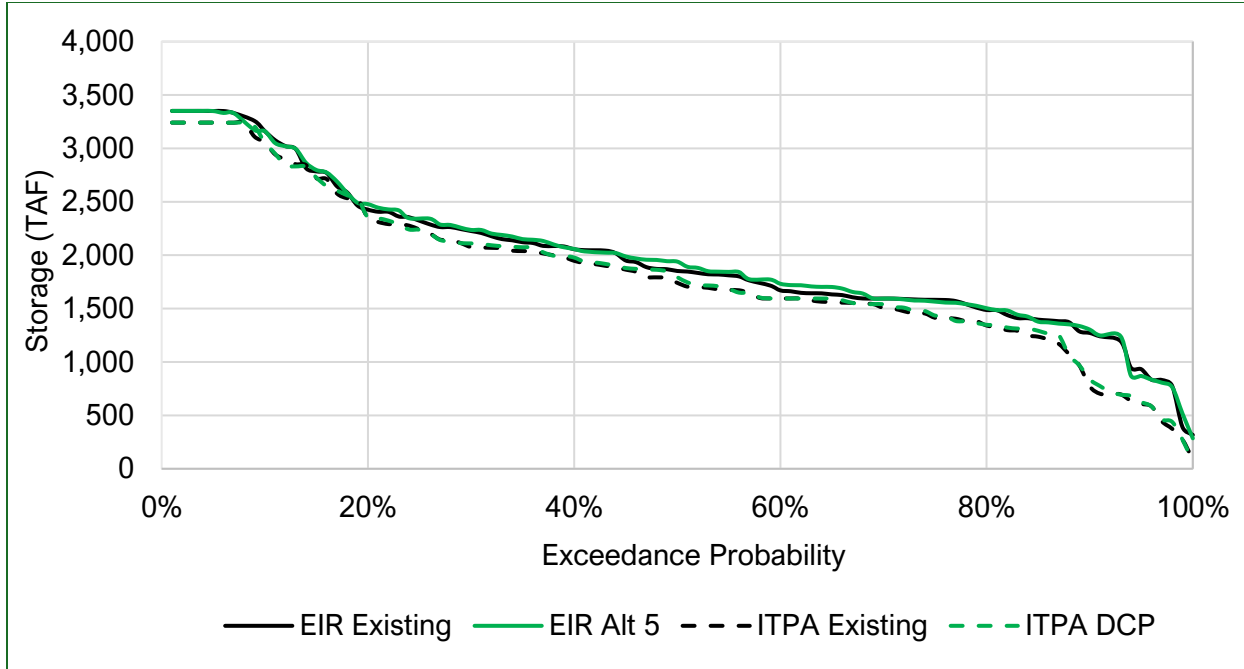


Figure 17. Oroville End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for September, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

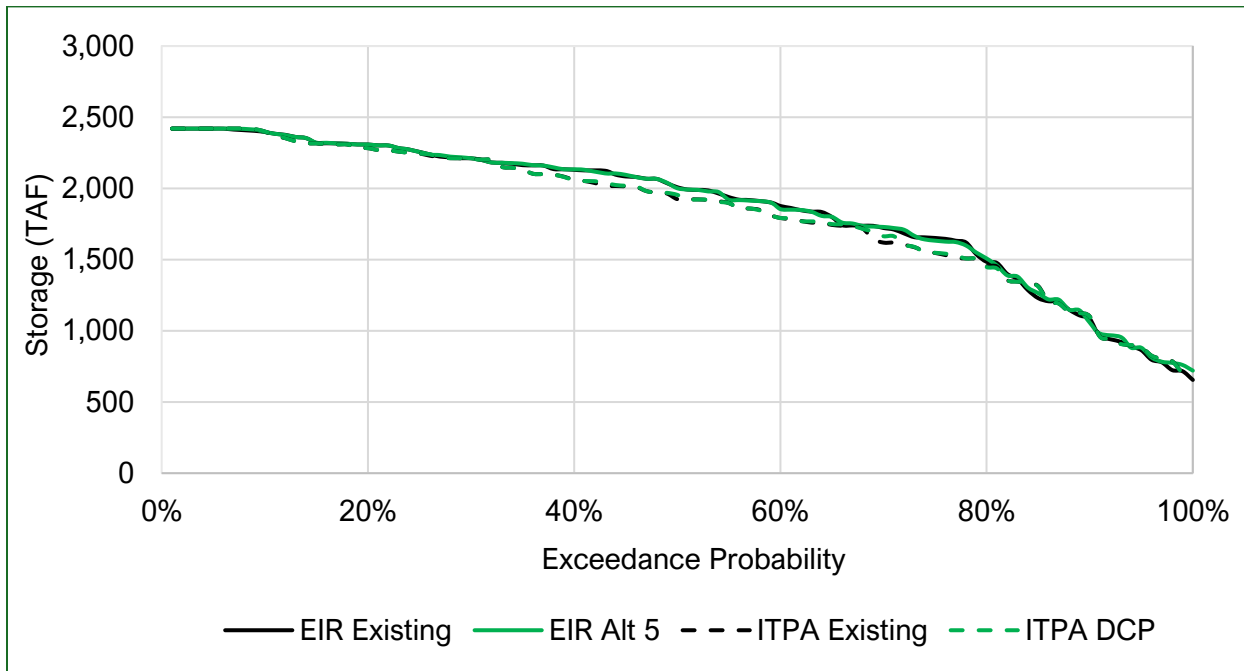


Figure 18. Trinity End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for May, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

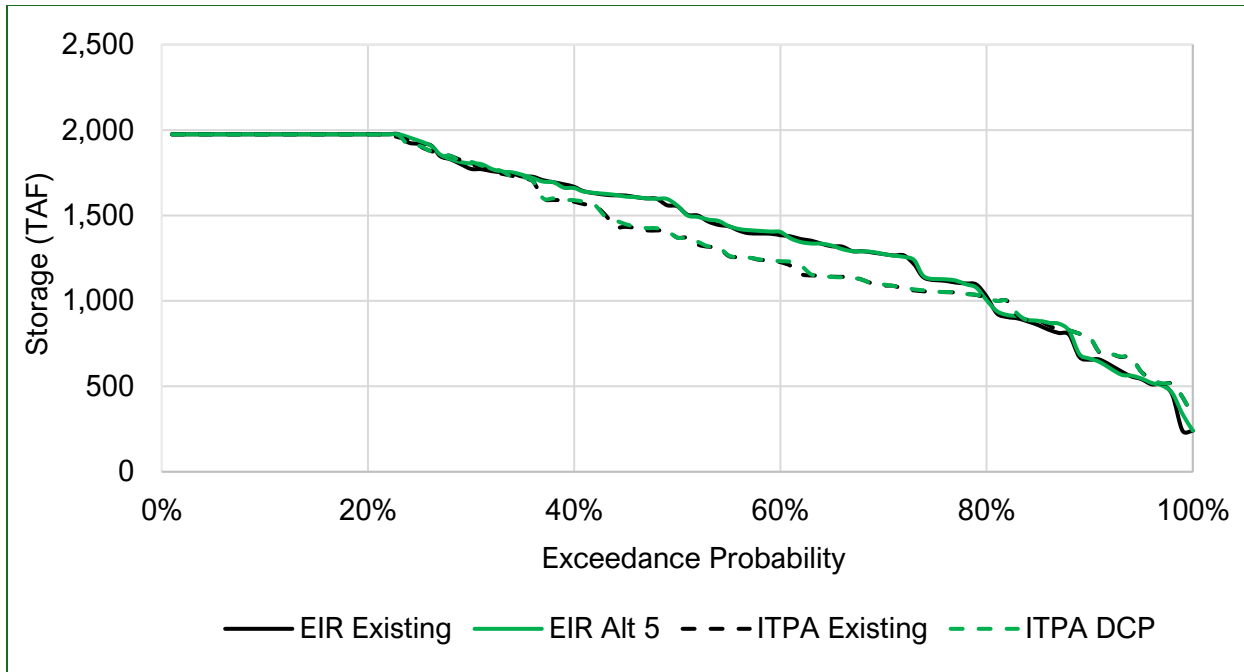


Figure 19. Trinity End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for September, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

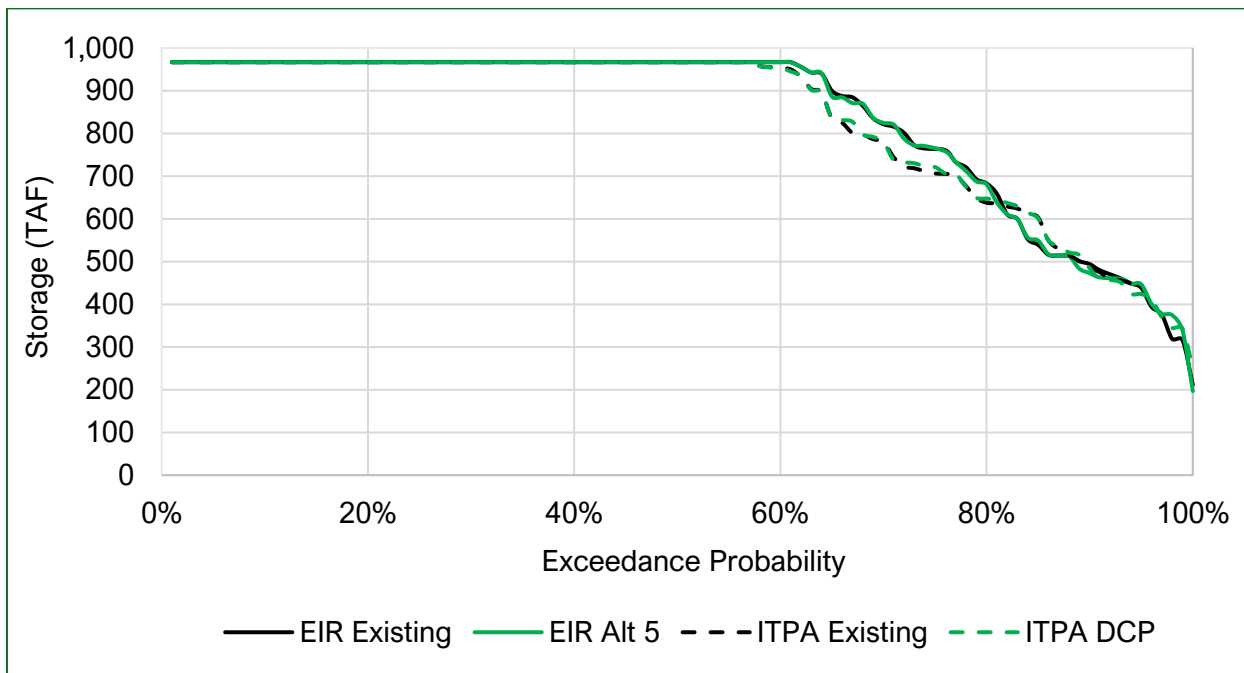


Figure 20. Folsom End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for May, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

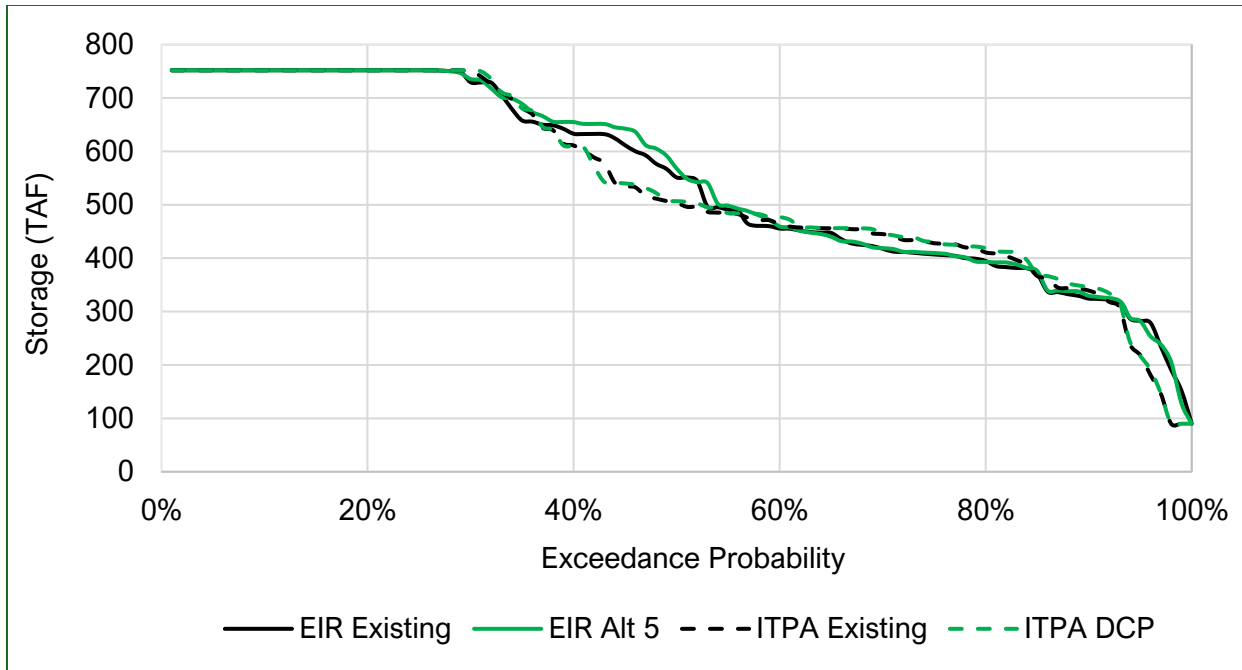


Figure 21. Folsom End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for September, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

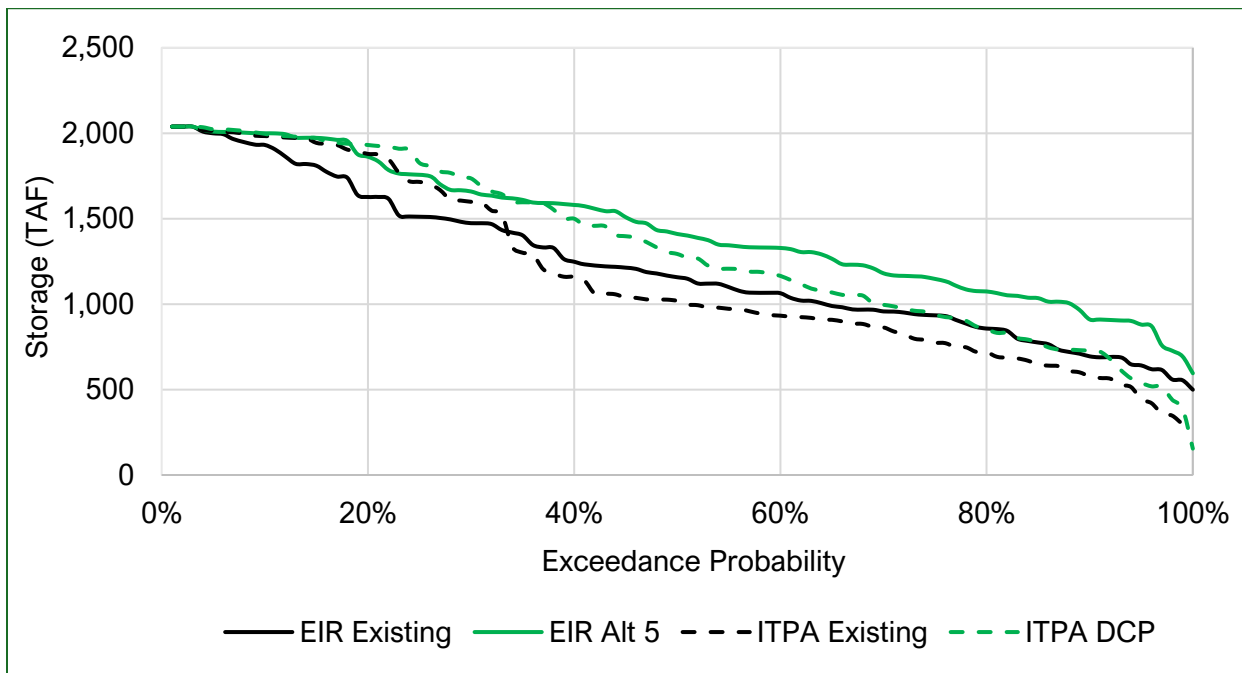


Figure 22. San Luis End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for May, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

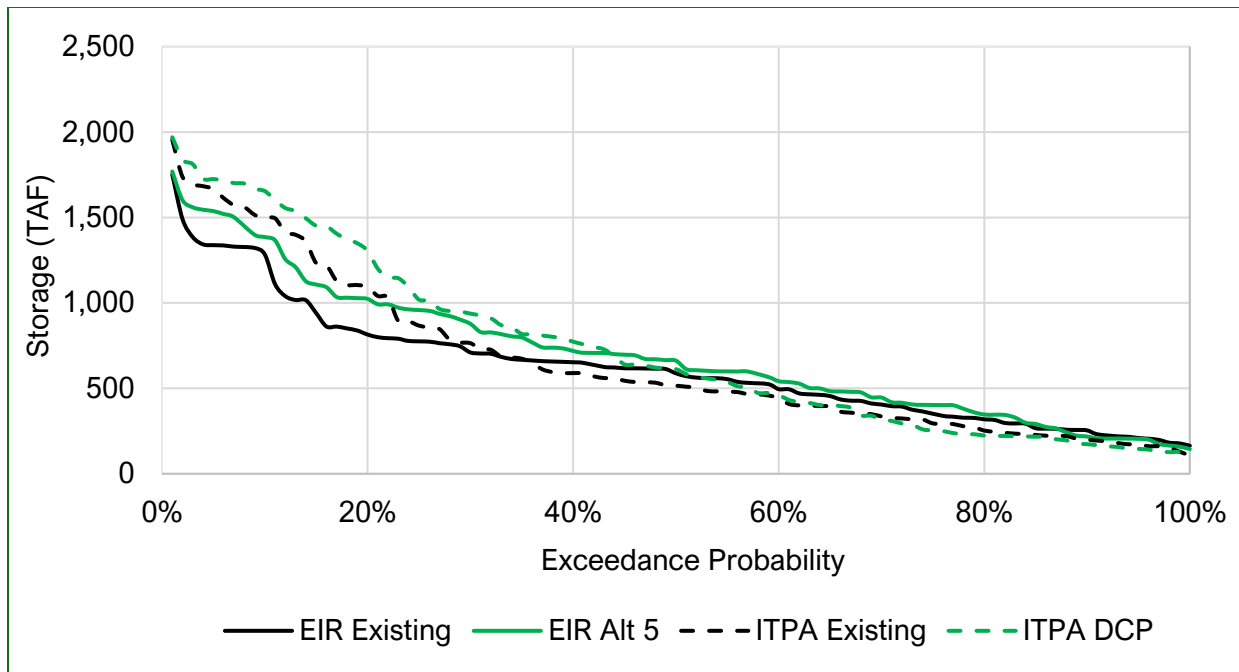


Figure 23. San Luis End-of-Month Storage, Exceedance Probability for Monthly Average End-of-Month Storage (thousand acre-feet) for September, EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

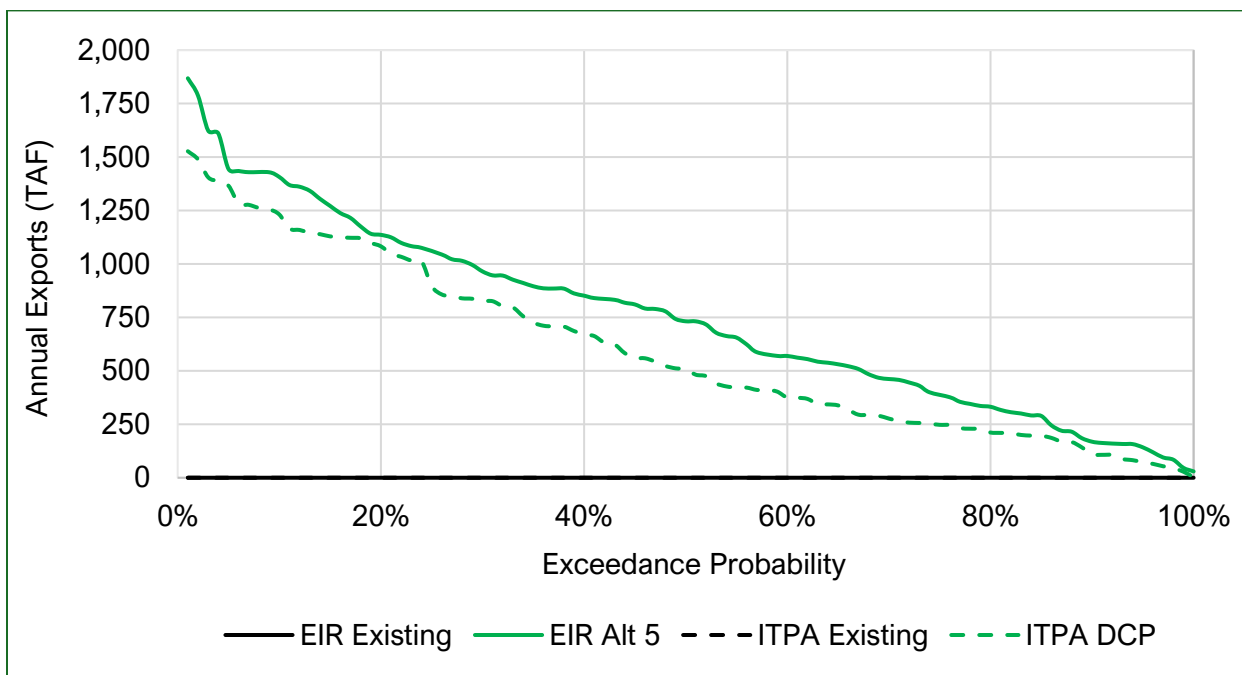


Figure 24. NDD Delta Exports, Exceedance Probability for Annual Water Year Exports (thousand acre-feet), EIR Existing Condition and Alternative 5 compared to ITP Application scenarios

Attachment B
Water Supply Tables

Data pasted in, sources are: EIR data Tables 6-5 and 6-7 WaterSupplySummaryTable_2020_120621.xlsm
 ITPA data Tables 6-5 and 6-7 WaterSupplySummaryTable_2020_120621_update_021025_YH_TF_PK.xlsm

Table 1. Water Supply Summary, Changes to Water Supply by the Project Alternatives, Geographic Area, and User, Shown in Thousand Acre-Feet and Resulting Percentages

Below from EIR Table 6-5. Water Supply Summary, Changes to Water Supply by the Project Alternatives, Geographic Area, and User, Shown in Thousand Acre-Feet and Resulting Percentages, as Compared to Existing Conditions (2020 Hydrology)				Below are from updated models in ITP Application		
Parameter/Location	EIR Existing (TAF)	EIR Alt 5		ITPA Existing (TAF)	ITPA DCPOn	
		(TAF)	(% change)		(TAF)	(% change)
End of September Storage (Long-Term Average)						
Trinity Lake	1438	1443	0%	1390	1393	0%
Shasta Lake	2827	2837	0%	2702	2711	0%
Lake Oroville	1964	1983	1%	1838	1854	1%
Folsom Lake	546	551	1%	541	543	1%
Total San Luis Reservoir	619	700	13%	653	727	11%
CVP San Luis Reservoir	193	193	0%	207	213	3%
SWP San Luis Reservoir	426	506	19%	446	514	15%
Annual SWP Deliveries, Long-Term Average (SWP Contract Year; January - December)						
Total SWP Contractor Deliveries (FRSA, Table A, A56, A21)	3509	4050	15%	3559	4027	13%
SWP FRSA	1081	1079	0%	1098	1098	0%
SWP Table A	2110	2392	13%	2069	2314	12%
SWP A56	226	252	11%	245	269	10%
SWP A21	93	328	254%	147	346	135%
Annual SWP Deliveries, Average of Dry and Critical Water Years (SWP Contract Year; January - December)						
Total SWP Contractor Deliveries (FRSA, Table A, A56, A21)	2375	2686	13%	2328	2615	12%
SWP FRSA	1059	1053	-1%	1046	1046	0%
SWP Table A	1145	1412	23%	1074	1309	22%
SWP A56	166	215	29%	200	249	24%
SWP A21	6	6	3%	8	11	51%

Below from EIR Table 6-5. Water Supply Summary, Changes to Water Supply by the Project Alternatives, Geographic Area, and User, Shown in Thousand Acre-Feet and Resulting Percentages, as Compared to Existing Conditions (2020 Hydrology)				Below are from updated models in ITP Application		
Parameter/Location	EIR Existing (TAF)	EIR Alt 5		ITPA Existing (TAF)	ITPA DCPOn	
		(TAF)	(% change)		(TAF)	(% change)
Annual CVP Deliveries, Long-Term Average (CVP Contract Year; March-February)						
Total CVP Deliveries	2161	2209	2%	2049	2054	0%
Total CVP Deliveries North-of-Delta	575	576	0%	565	566	0%
CVP North-of-Delta Agriculture	309	310	0%	320	320	0%
CVP North-of-Delta M&I	140	140	0%	149	149	0%
CVP North-of-Delta Refuge Level 2	125	125	0%	97	97	0%
Total CVP Deliveries South-of-Delta	1587	1633	3%	1484	1488	0%
CVP South-of-Delta Agriculture	1168	1213	4%	1078	1083	0%
CVP South-of-Delta M&I	141	143	1%	134	135	0%
CVP South-of-Delta Refuge Level 2	278	278	0%	271	271	0%
CVP Settlement Contractors	1503	1503	0%	1606	1606	0%
CVP Exchange Contractors	818	818	0%	816	816	0%
Annual CVP Deliveries Average of Dry and Critical Water Years (CVP Contract Year; March-February)						
Total CVP Deliveries	1355	1378	2%	1262	1264	0%
Total CVP Deliveries North-of-Delta	411	415	1%	448	450	0%
CVP North-of-Delta Agriculture	131	134	2%	201	202	1%
CVP North-of-Delta M&I	156	156	0%	156	156	0%
CVP North-of-Delta Refuge Level 2	124	124	0%	92	92	0%
Total CVP Deliveries South-of-Delta	945	963	2%	813	814	0%
CVP South-of-Delta Agriculture	571	588	3%	452	452	0%
CVP South-of-Delta M&I	112	113	1%	105	105	0%
CVP South-of-Delta Refuge Level 2	261	261	0%	257	257	0%
CVP Settlement Contractors	1492	1491	0%	1602	1602	0%
CVP Exchange Contractors	772	772	0%	779	779	0%

Note: Final EIR Table 6-5 included footnotes relative to the EIR columns in this table. Please refer to Final EIR Table 6-5 for these footnotes.

Table 2. Summary of Annual Delta Outflow and Exports October–September

Below from EIR Table 6-7. Summary of Annual Delta Outflow and Exports October–September under the Project Alternatives as Compared to Existing Conditions (2020 5 Hydrology)				Below are from updated models in ITP Application		
Parameter/Location	EIR Existing (TAF)	EIR Alt 5		ITPA Existing (TAF)	ITPA DCPOn	
		(TAF)	(% change)		(TAF)	(% change)
Annual Delta Outflow/Exports October - September						
Outflow	15216	14626	-4%	15774	15297	-3%
Total Delta Export	4939	5532	12%	4818	5291	10%
SWP Delta Export Total	2401	2944	23%	2423	2885	19%
SWP Delta Export at North Delta Diversion Intakes	0	746	N/A	0	595	N/A
SWP Delta Exports at South Delta Intakes	2401	2198	-8%	2423	2290	-6%
CVP Delta Export Total	2538	2588	2%	2395	2406	0%
CVP Delta Export at North Delta Diversion Intakes	0	0	N/A	0	0	N/A
CVP Delta Exports at South Delta Intakes	2538	2588	2%	2395	2406	0%

Note: Final EIR Table 6-7 included footnotes relative to the EIR columns in this table. Please refer to Final EIR Table 6-7 for these footnotes.

Attachment C Groundwater Figures

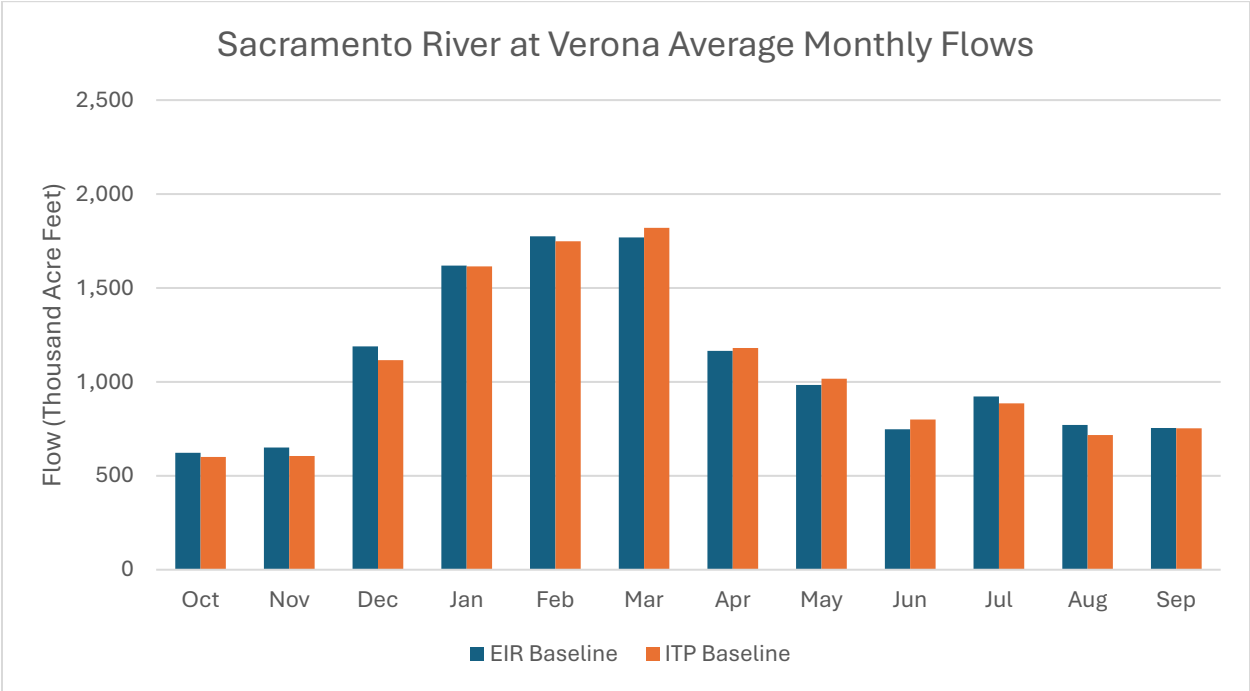


Figure 1. Sacramento River at Verona Average Monthly Flows

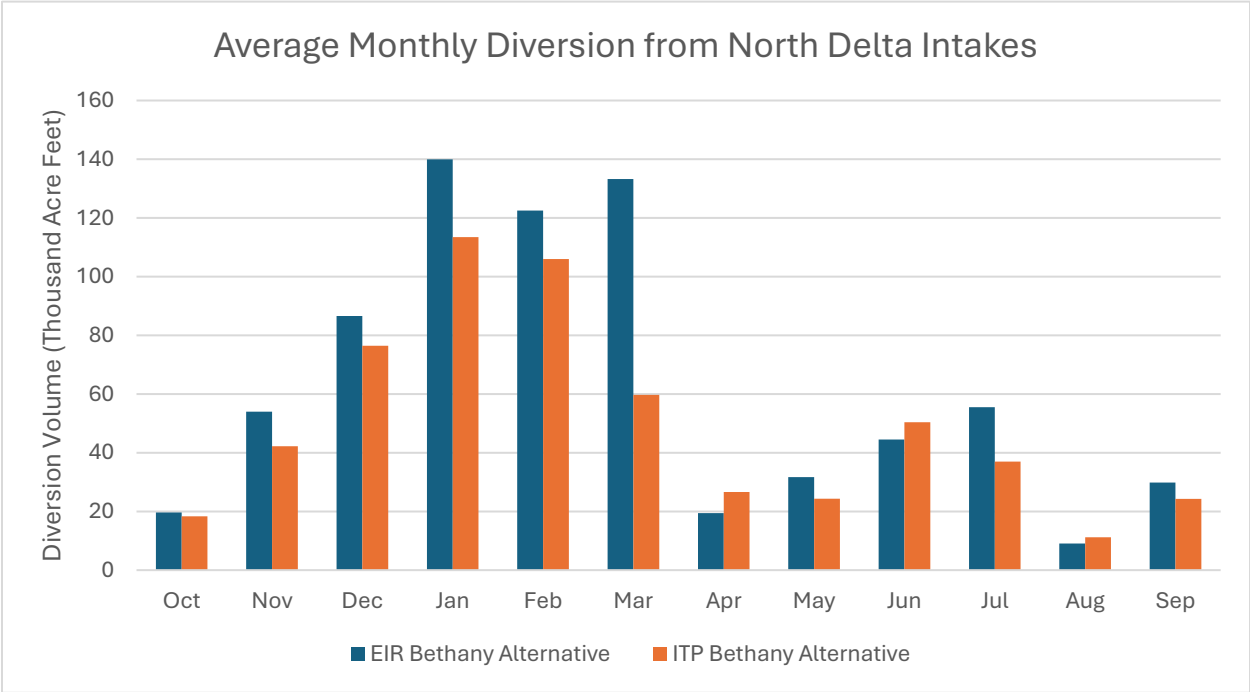


Figure 2. Average Monthly Diversion from North Delta Intake

Attachment D
Water Quality Figures

DRAFT

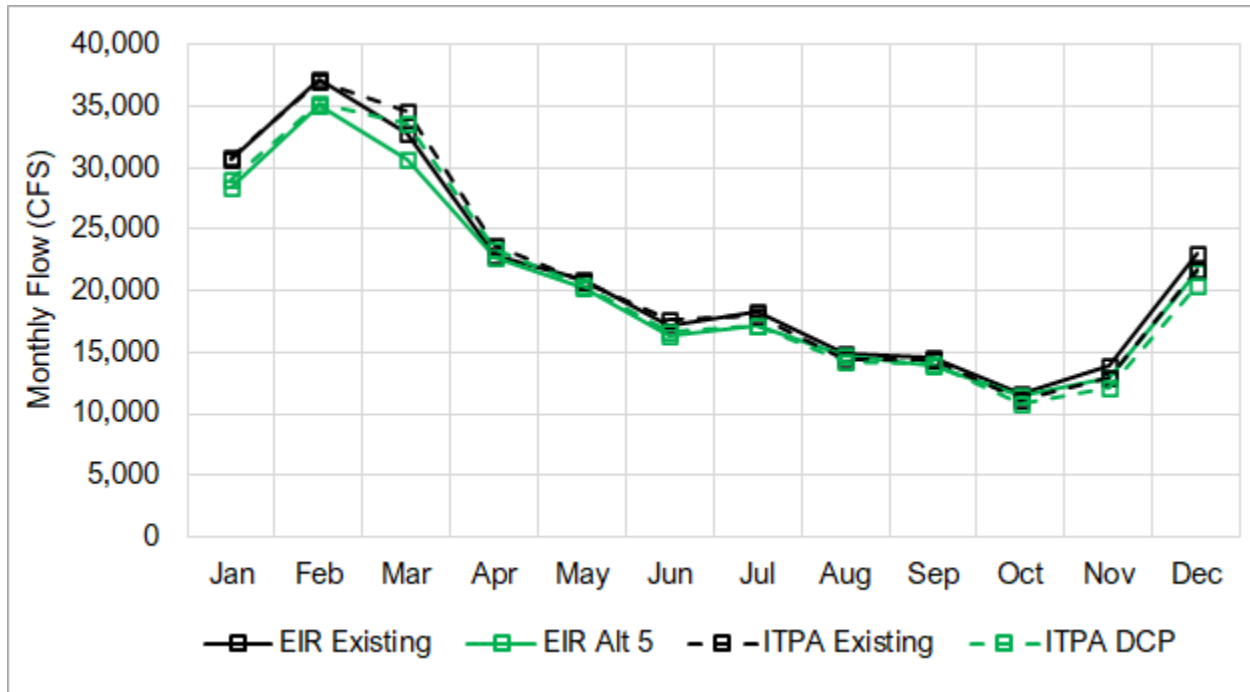


Figure 1. Sacramento River at Downstream of North Delta Diversion, Monthly Average Flow (cubic feet per second)

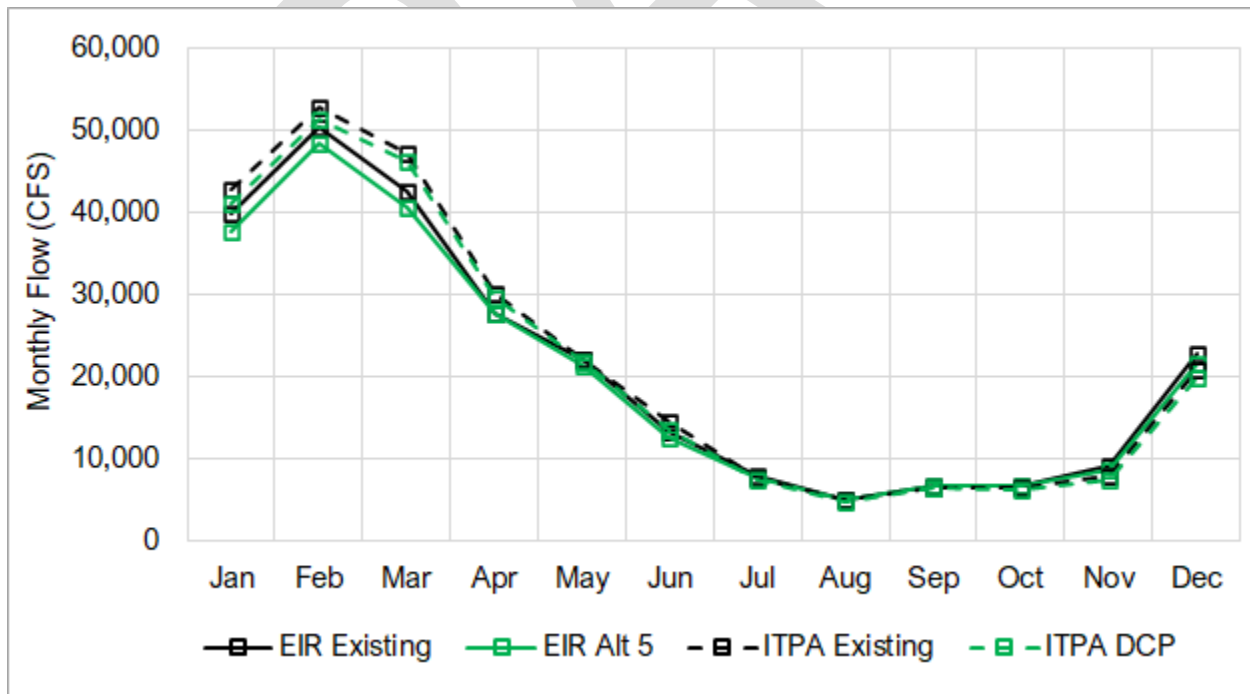


Figure 2. Delta Outflow, Monthly Average Flow (cubic feet per second)

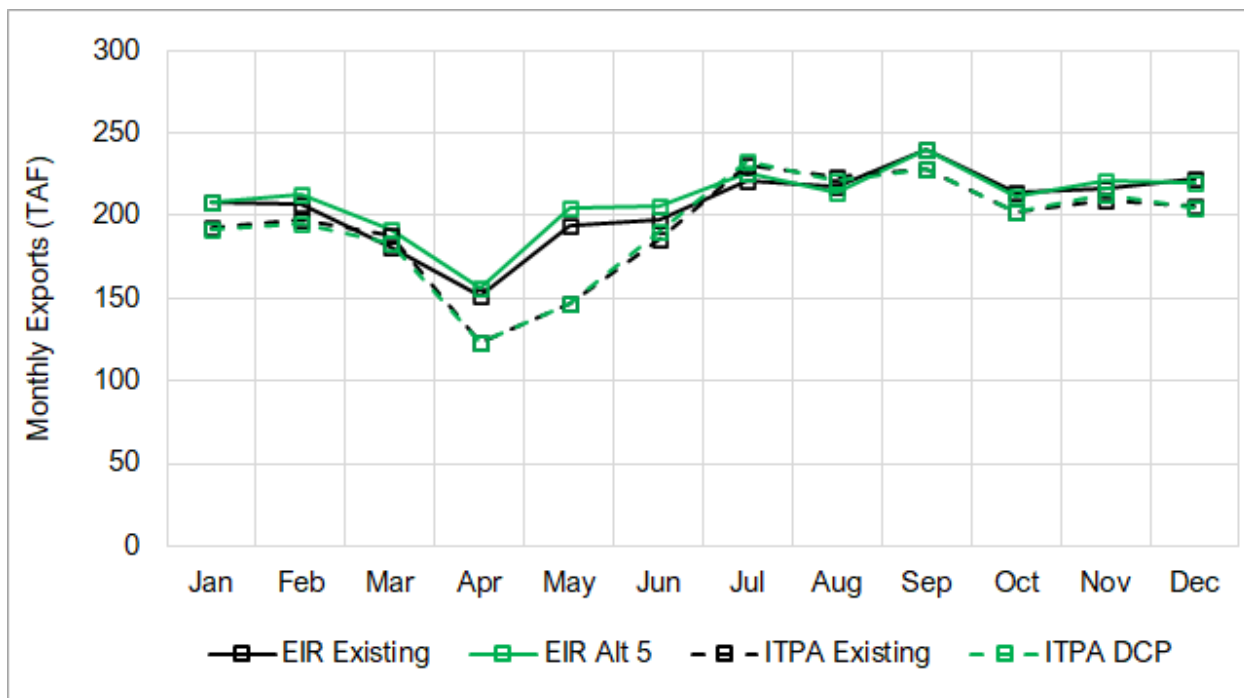


Figure 3. Jones Pumping Plant Exports, Monthly Average Flow (thousand acre-feet)

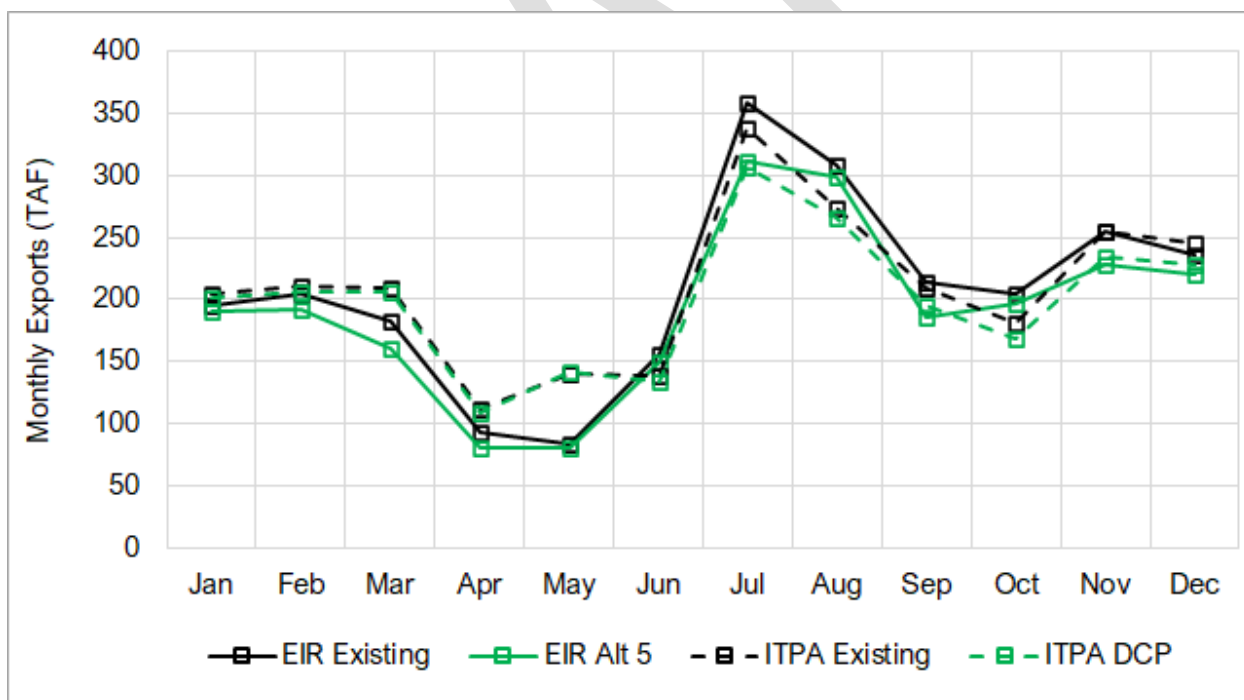


Figure 4. Banks Pumping Plant Exports, Monthly Average Flow (thousand acre-feet)

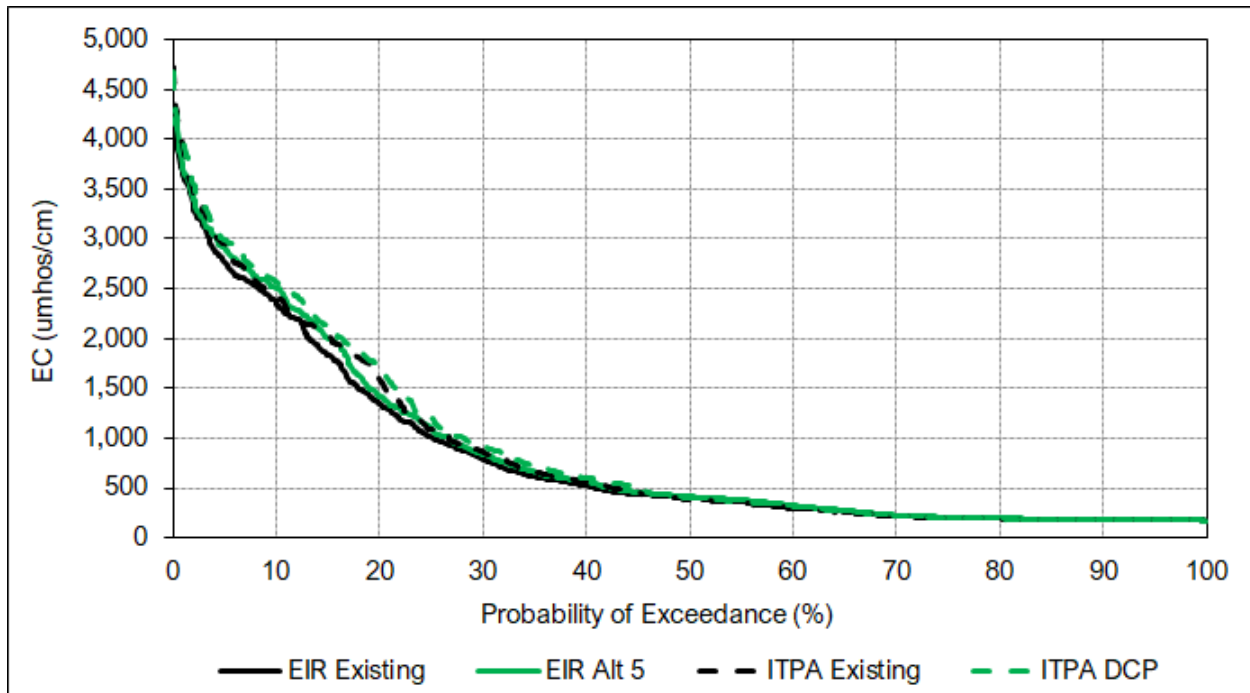


Figure 5. Probability of Exceedance of Monthly Average Electrical Conductivity in the Sacramento River at Emmaton (micromhos per centimeter)

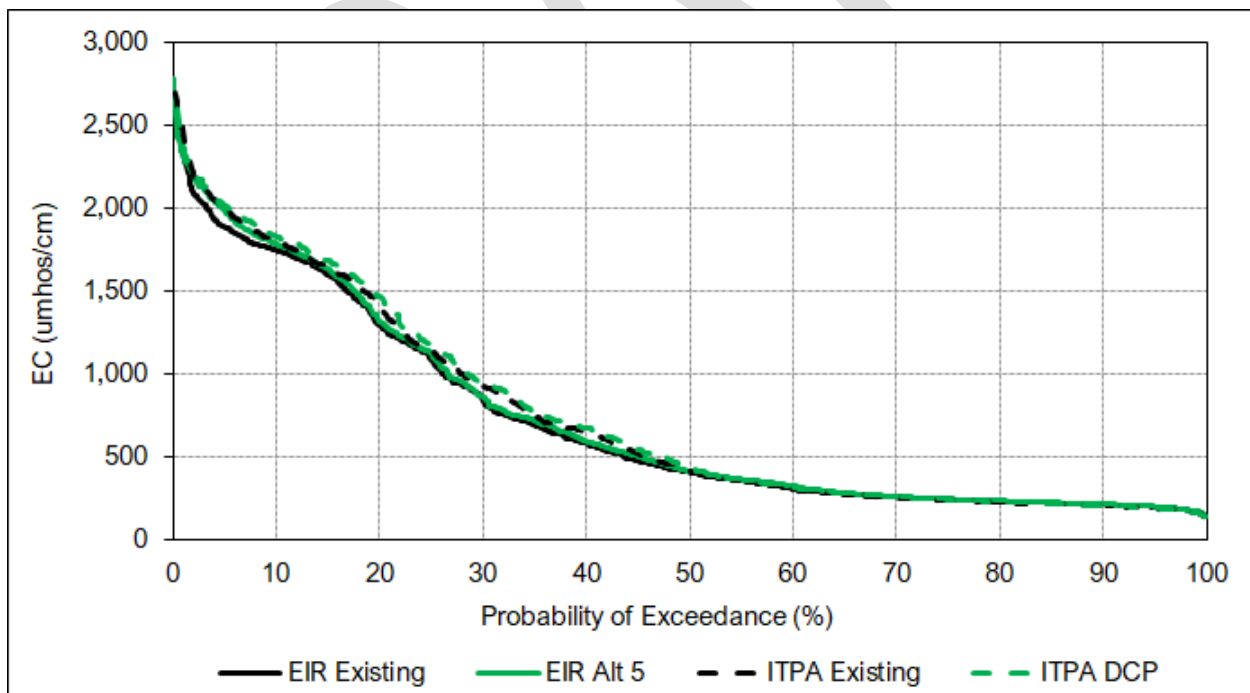


Figure 6. Probability of Exceedance of Monthly Average Electrical Conductivity in the San Joaquin River at Jersey Point (micromhos per centimeter)

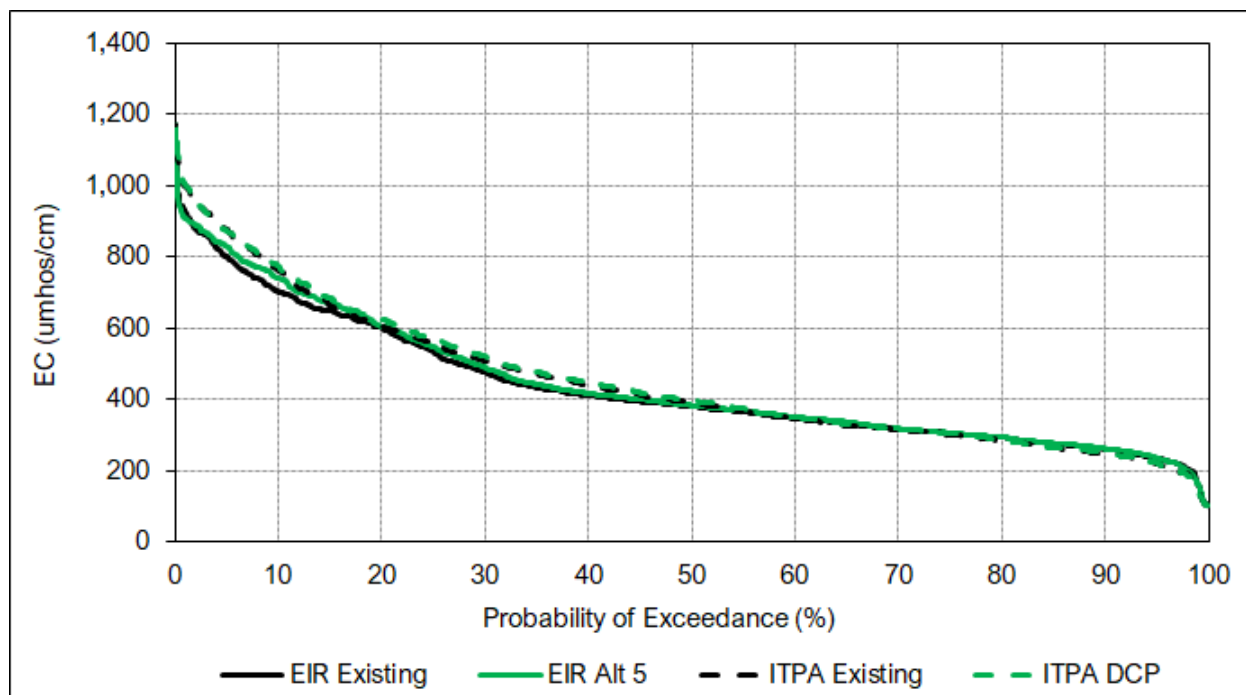


Figure 7. Probability of Exceedance of Monthly Average Electrical Conductivity in Old River at Highway 4 (micromhos per centimeter)

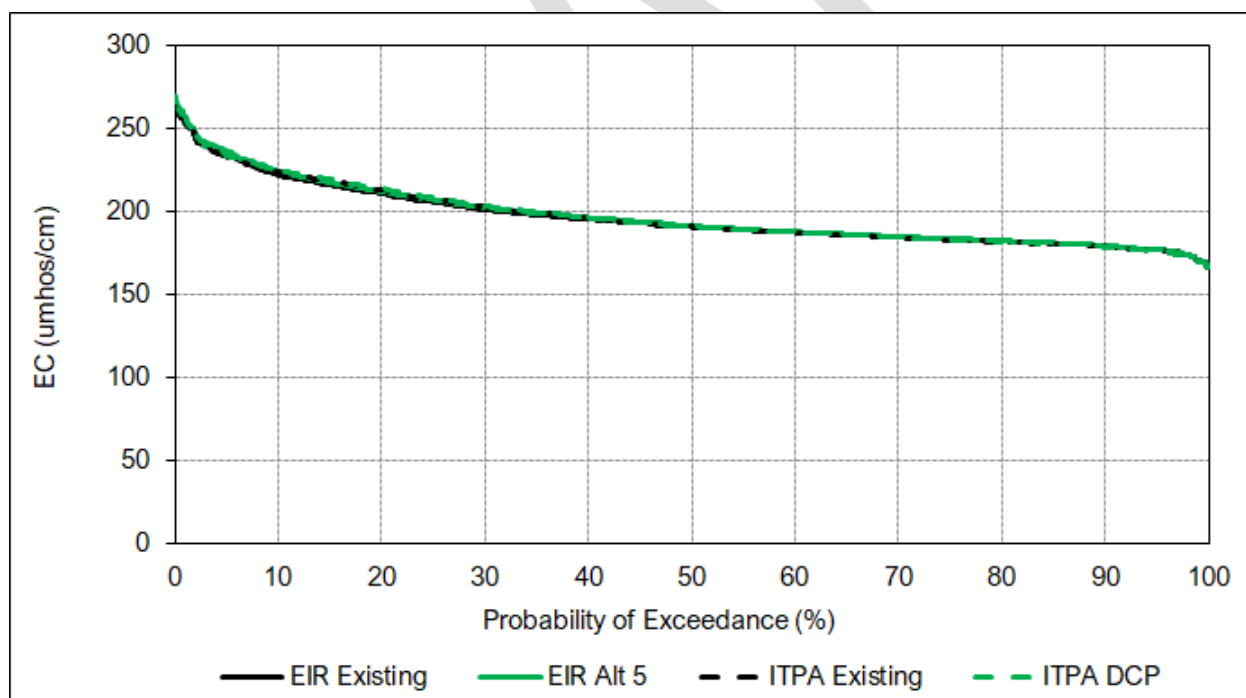


Figure 8. Probability of Exceedance of Monthly Average Electrical Conductivity in the South Fork Mokelumne River at Terminous (micromhos per centimeter)

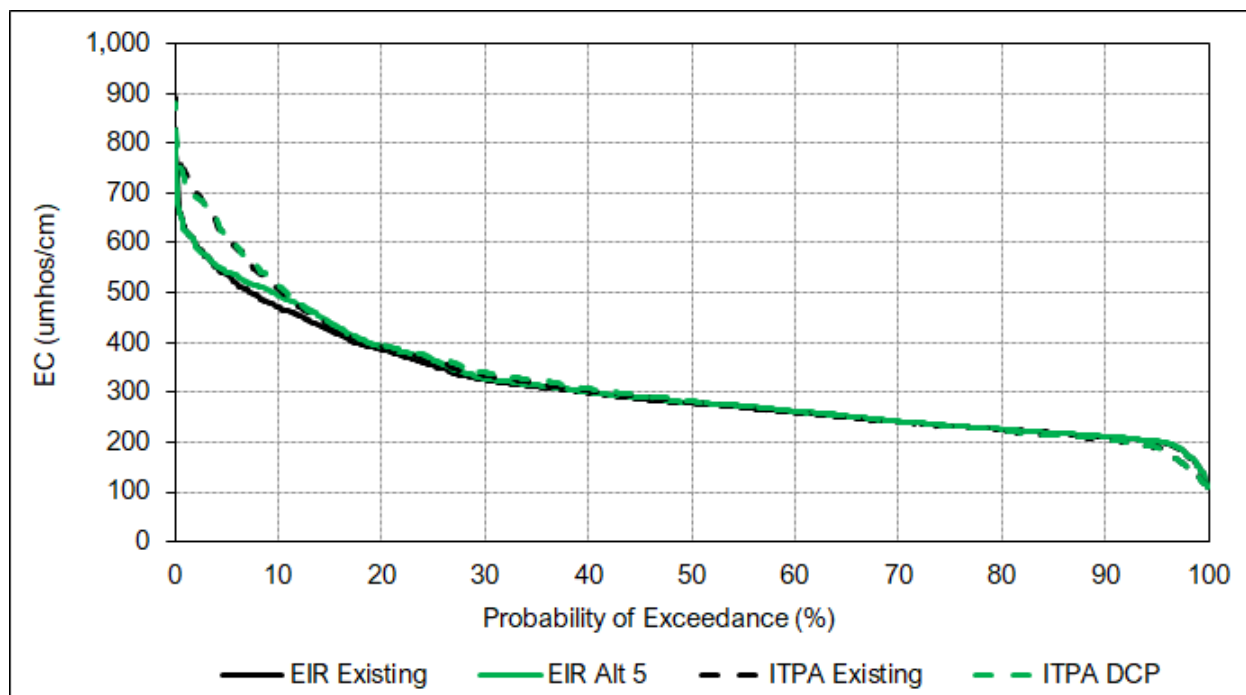


Figure 9. Probability of Exceedance of Monthly Average Electrical Conductivity in the San Joaquin River at Prisoners Point (micromhos per centimeter)

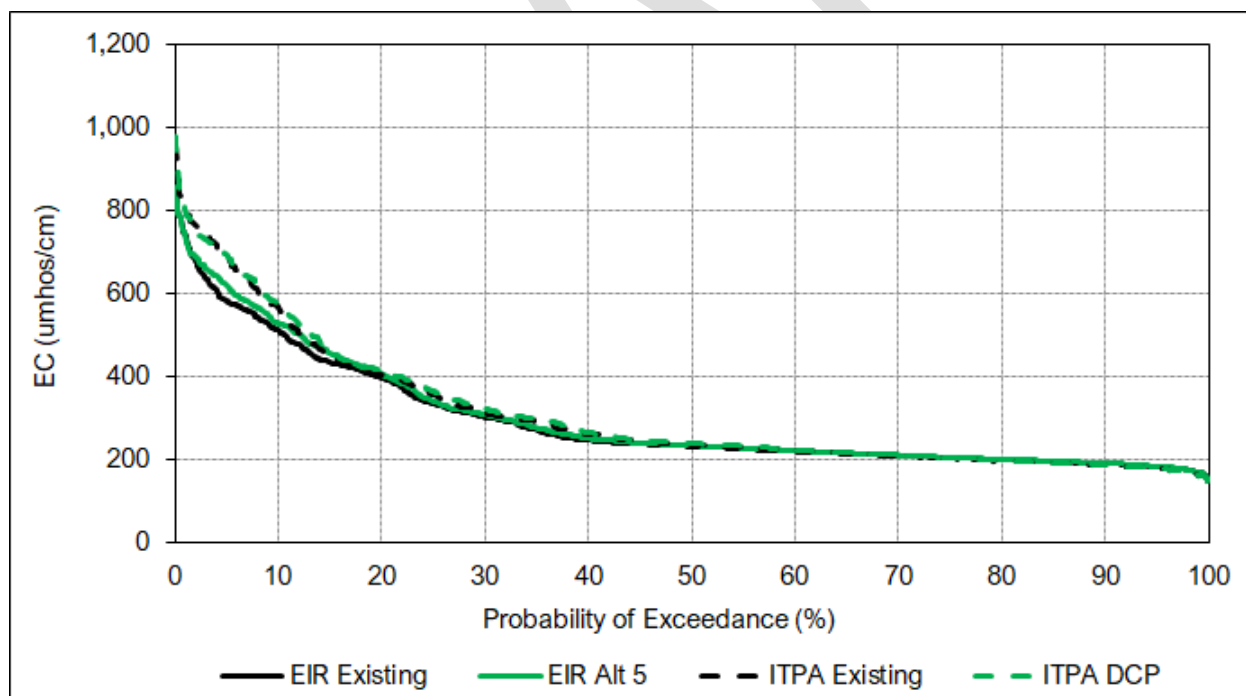


Figure 10. Probability of Exceedance of Monthly Average Electrical Conductivity in the San Joaquin River at San Andreas Landing (micromhos per centimeter)

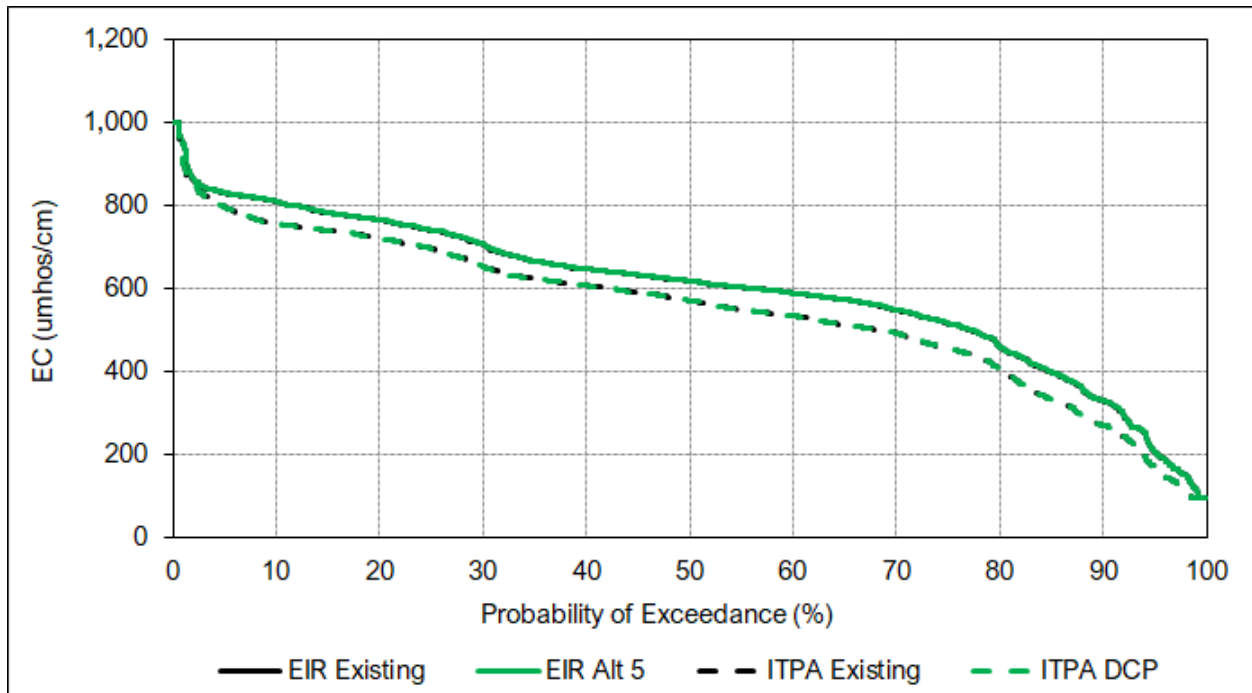


Figure 11. Probability of Exceedance of Monthly Average Electrical Conductivity in the San Joaquin River at Vernalis (micromhos per centimeter)

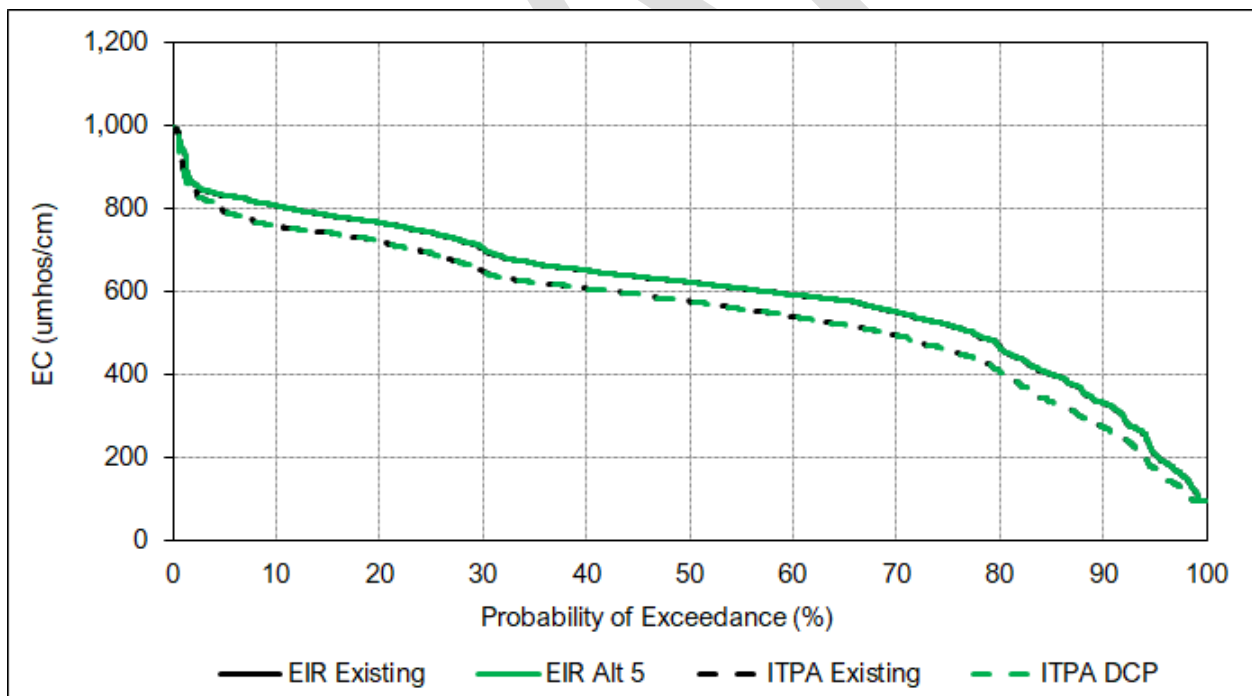


Figure 12. Probability of Exceedance of Monthly Average Electrical Conductivity in the San Joaquin River at Brandt Bridge (micromhos per centimeter)

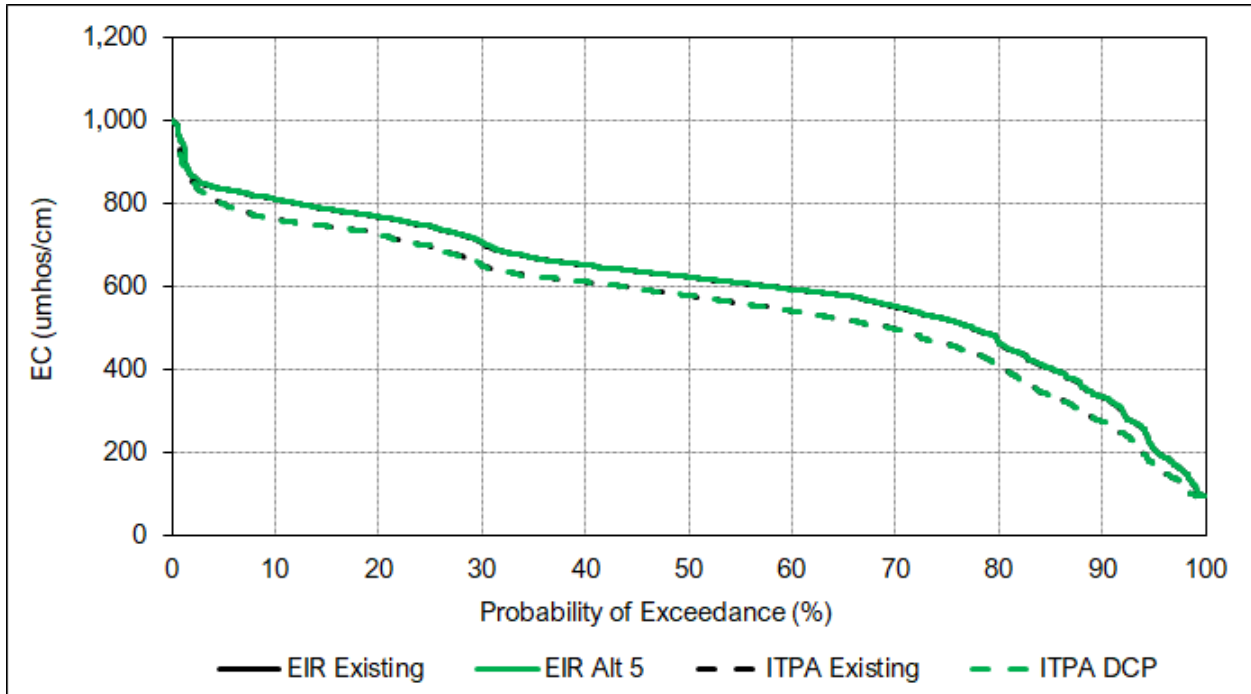


Figure 13. Probability of Exceedance of Monthly Average Electrical Conductivity in Old River near Middle River (micromhos per centimeter)

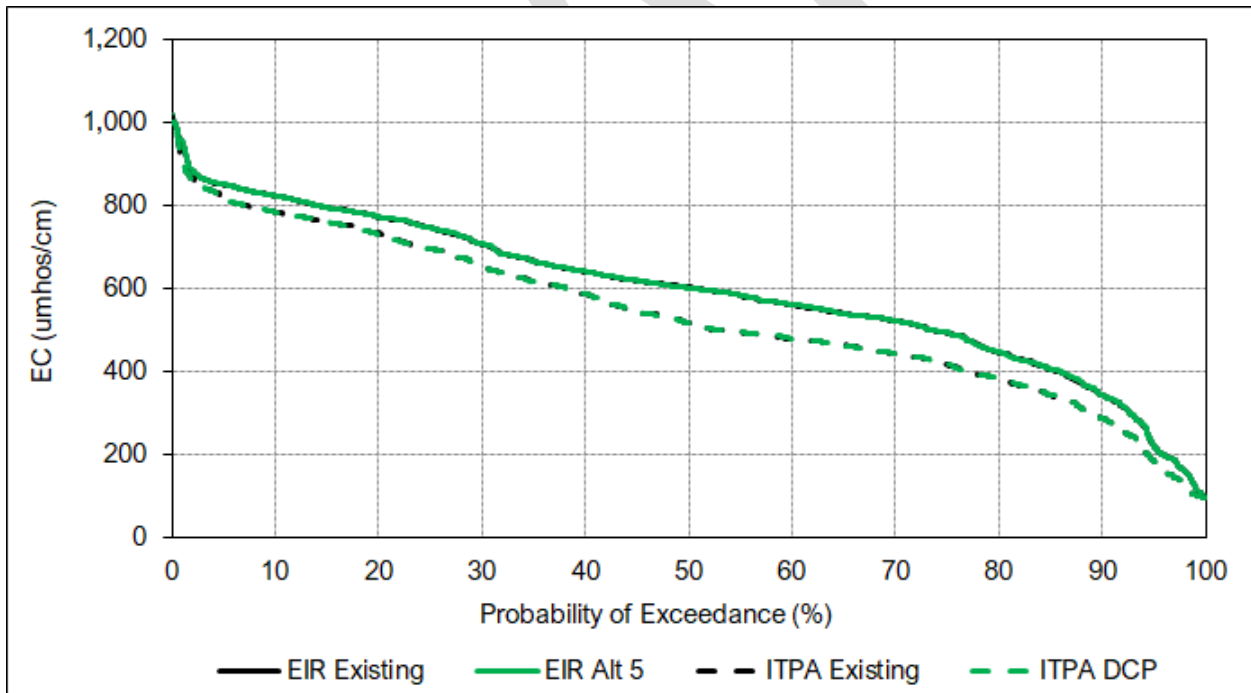


Figure 14. Probability of Exceedance of Monthly Average Electrical Conductivity in Old River at Tracy Bridge (micromhos per centimeter)

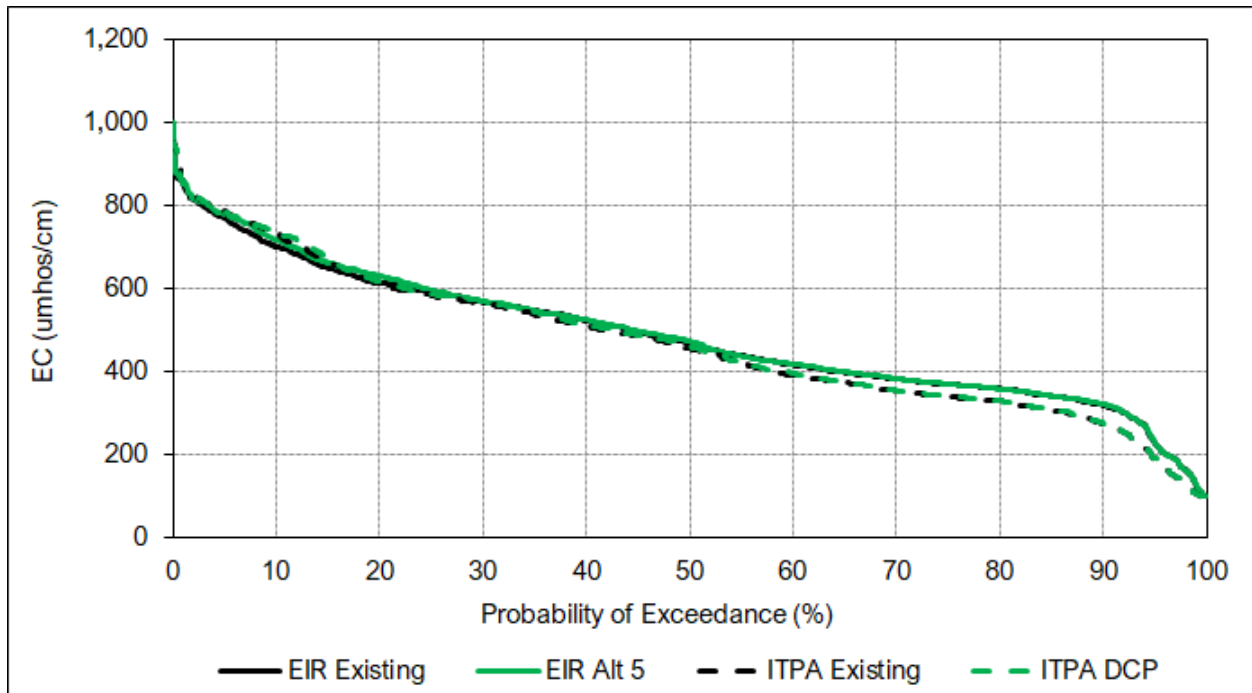


Figure 15. Probability of Exceedance of Monthly Average Electrical Conductivity at Jones Pumping Plant (micromhos per centimeter)

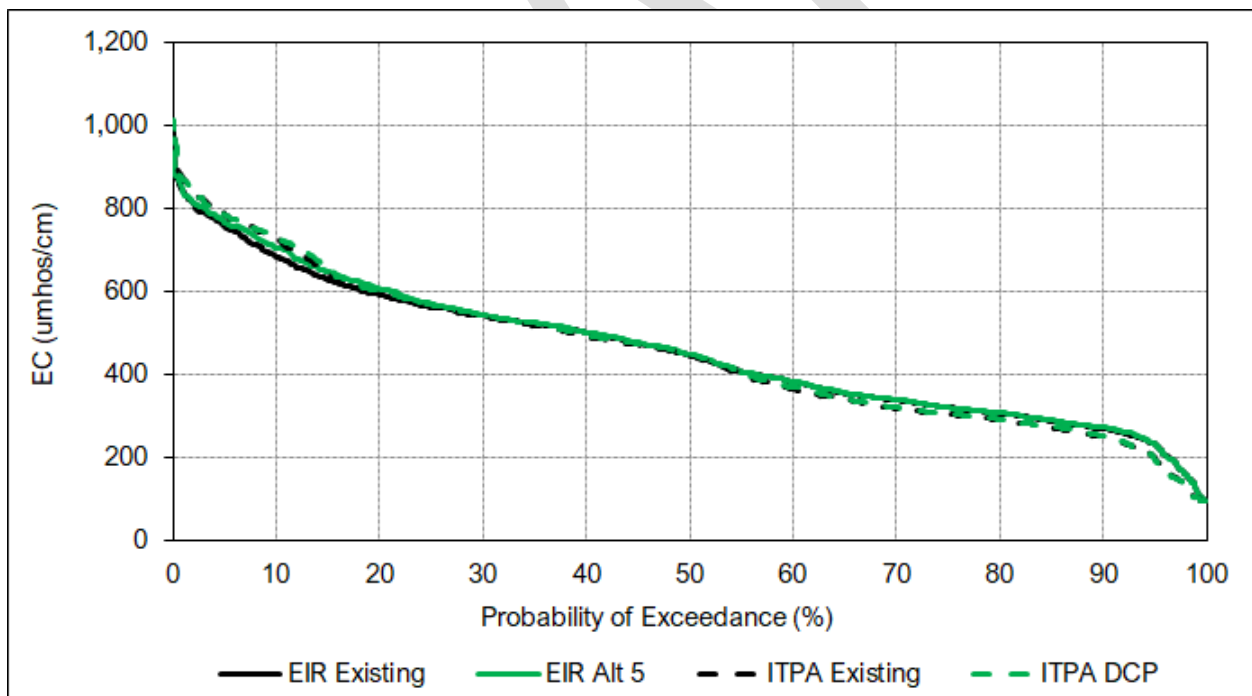


Figure 16. Probability of Exceedance of Monthly Average Electrical Conductivity at Banks Pumping Plant (micromhos per centimeter)

SECOND ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DELTA CONVEYANCE PROJECT

PREPARED FOR:

California Department of Water Resources

PREPARED BY:

ICF
980 9th Street, Suite 1200
Sacramento, CA 95814

August 2025



Contents

Chapter 1 Introduction	1-1
Chapter 2 Background	2-1
Chapter 3 Description of Project Refinements	3-1
3.1 Project Refinements	3-1
3.1.1 Refinement 1—Intake Structure Configuration.....	3-1
3.1.2 Refinement 2—Optimization of Tunnel Profile and Shaft Dimensions	3-6
3.1.3 Refinement 3—Pumping Plant Below-Ground Configuration.....	3-11
3.1.4 Refinement 4—Surge Basin Slab Configuration	3-14
3.1.5 Refinement 5—Bethany Reservoir Aqueduct Dimensions	3-17
3.2 ITP Amendment Information	3-20
3.2.1 Revision to the ITP Project Description to Remove Preliminary Geotechnical Activities	3-20
3.2.2 Request for Take of Western Burrowing Owl.....	3-21
Chapter 4 Environmental Analysis	4-1
4.1 Groundwater (Final EIR Chapter 8)	4-4
4.1.1 Refinements 1, 2, 3, 4, and 5	4-4
4.1.2 Conclusion.....	4-4
4.2 Aesthetics and Visual Resources (Final EIR Chapter 18)	4-4
4.2.1 Refinement 1—Intake Structure Configuration.....	4-4
4.2.2 Conclusion.....	4-5
4.3 Energy (Final EIR Chapter 22)	4-5
4.3.1 Refinement 2—Optimization of Tunnel Profile and Shaft Dimensions	4-5
4.3.2 Conclusion.....	4-6
4.4 Noise and Vibration (Final EIR Chapter 24)	4-6
4.4.1 Refinement 2—Optimization of Tunnel Profile and Shaft Dimensions	4-6
4.4.2 Conclusion.....	4-7
Chapter 5 Cumulative Effects	5-1
Chapter 6 Conclusion/Summary of Findings	6-1
Chapter 7 References Cited	7-1

List of Tables

Table 3-1. Comparison of Intake Design Concepts for EPR and Refinement 1 3-3

Table 3-2. Comparison of Shaft Invert Elevations Between Lower Roberts Island and Bethany Reservoir Surge Basin in the EPR and Refinement 2 3-8

Table 3-3. Comparison of Shaft Dimensions Between Intakes and Union Island in the EPR and Refinement 2..... 3-10

Table 3-4. Estimated Construction Quantities for Surge Basin Slab at the Bethany Complex for EPR and Refinement 4..... 3-17

Table 4-1. Project Refinements as Analyzed for Specific Resources 4-3

List of Figures

Figure 3-1. Intake Configuration as Described in the EPR 3-4

Figure 3-2. Intake Configuration as Described in Refinement 1 3-5

Figure 3-3. EPR Tunnel Profile Between Intakes and Bethany Reservoir Surge Basin..... 3-9

Figure 3-4. Refinement 2 Tunnel Profile Between Intakes and Bethany Reservoir Surge Basin 3-9

Figure 3-5. Comparison of the Bethany Reservoir Pumping Plant Schematics for EPR and Refinement 3..... 3-13

Figure 3-6. Comparison of Surge Basin Slab Configuration at the Bethany Complex for EPR and Refinement 4..... 3-16

Figure 3-7. Bethany Reservoir Aqueduct Configuration in the EPR..... 3-19

Figure 3-8. Bethany Reservoir Aqueduct Configuration in Refinement 5 3-19

Acronyms, Initialisms, and Abbreviations

Addendum 1	<i>Addendum to the Final Environmental Impact Report for the Delta Conveyance Project</i>
Addendum 2	<i>Second Addendum to the Final Environmental Impact Report for the Delta Conveyance Project</i>
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CLSM	controlled low-strength material
DCA	Delta Conveyance Design and Construction Authority
DWR	California Department of Water Resources
EBMUD	East Bay Municipal Utility District
EPR	Engineering Project Report
Final EIR	<i>Delta Conveyance Project Final Environmental Impact Report</i>
ITP	Incidental Take Permit
L _{dn}	day-night sound level
L _{eq}	equivalent sound level
MARP	Mokelumne Aqueducts Resiliency Project
MMRP	Mitigation Monitoring and Reporting Program
Monitoring Plan	<i>2024–2026 Preconstruction Field Investigations Environmental Compliance, Clearance, and Monitoring Plan</i>
NOP	Notice of Preparation
project	Delta Conveyance Project
RTM	reusable tunnel material

Chapter 1

Introduction

The California Department of Water Resources (DWR), the lead agency under the California Environmental Quality Act (CEQA) for the Delta Conveyance Project (project), certified the *Delta Conveyance Project Final Environmental Impact Report* (Final EIR), executed a Notice of Determination documenting project approval, adopted project Findings of Fact and a Statement of Overriding Considerations,¹ and adopted a Mitigation Monitoring and Reporting Program (MMRP) on December 21, 2023 (California Department of Water Resources 2023b, 2023c). In February 2025, DWR approved the first *Addendum to the Final Environmental Impact Report for the Delta Conveyance Project* (Addendum 1) (California Department of Water Resources 2025). Addendum 1 was prepared to evaluate project operations refinements and other project refinements, including refinements identified through the California Endangered Species Act (CESA) consultation process for the Incidental Take Permit (ITP), which was issued by California Department of Fish and Wildlife (CDFW) in February 2025.

Changes that are within the scope of a previously approved project do not require preparation of a subsequent or supplemental EIR. (See *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, 1318.) Because CEQA directs lead agencies to prepare EIRs as early as feasible in the planning process (CEQA Guidelines, § 15004(b)), courts have recognized that CEQA leaves technical “details to engineers” and that project “design may change many times without requiring further environmental review.” (*Ocean View Ests. Homeowners Assn., Inc. v. Montecito Water Dist.* (2004) 116 Cal.App.4th 396, 400–401.) Here, DWR has prepared this addendum, *Second Addendum to the Final Environmental Impact Report for the Delta Conveyance Project* (Addendum 2), to describe minor engineering refinements and additional information relating to the ITP, as discussed further in Chapter 2, *Background*.

As described in Section 15164(a) of the CEQA Guidelines: “The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” The conditions in Section 15162 are:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was

¹ *Errata to the CEQA Findings of Fact for the Delta Conveyance Project* (California Department of Water Resources 2024a).

certified as complete or the Negative Declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Likewise, California Public Resources Code Section 21166 states that unless one or more of the following events occur, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency:

- Substantial changes are proposed in the project which will require major revisions of the environmental impact report;
- Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report; or
- New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

As discussed in more detail in this Addendum, the project refinements discussed in Chapter 3, *Description of Project Refinements*, will not trigger any of the requirements for a subsequent EIR. Because all the effects associated with the project refinements are within the envelope of impacts addressed in the Final EIR² and do not constitute a new significant environmental impact or a substantial increase in the severity of a previously identified significant impact, an addendum is the appropriate form in which to disclose these changes and their associated effects.

In addition, no new information of substantial importance has become available that would trigger the requirements for a subsequent EIR. As previously stated, the project with the project refinements would not have significant impacts not discussed in the Final EIR nor have mitigation measures or alternatives previously found to be infeasible that would substantially reduce significant impacts been found to be feasible.

² All references to Final EIR chapters and appendices in this Addendum refer to Volume 1 of the Final EIR.

Chapter 2 Background

The Delta Conveyance Design and Construction Authority (DCA) completed Engineering Project Reports (EPRs) that present conceptual engineering information for the proposed central and eastern alignments and the proposed Bethany Reservoir alternative (Delta Conveyance Design and Construction Authority 2022a, 2022b). On December 21, 2023, based on an extensive environmental review, as documented in the Final EIR for the project (California Department of Water Resources 2023a), DWR certified the Final EIR and approved the Bethany Reservoir Alignment.

After project approval, DWR directed DCA to further evaluate several project features described in the *Delta Conveyance Final Draft Engineering Project Report—Bethany Reservoir Alternative* (Delta Conveyance Design and Construction Authority 2022b) and the *Delta Conveyance Final Draft Engineering Project Report Update—Bethany Reservoir Alternative* (Delta Conveyance Design and Construction Authority 2023) and consider potential design or construction refinements to improve constructability. This evaluation resulted in a set of project refinements that at an early conceptual stage of the project were considered by DCA to be reasonable and credible based on industry experience. Following an early conceptual stage evaluation, the refinement concepts that were determined to be of potential value were further developed to a level of detail similar to the concepts described in the EPRs. The project refinements discussed and evaluated in this Addendum were a result of this additional design development effort.

On February 14, 2025, CDFW issued ITP No. 2081-2024-018-00 to DWR for the construction and operation of the project (California Department of Fish and Wildlife 2025), authorizing take of California tiger salamander (*Ambystoma californiense*), giant garter snake (*Thamnophis gigas*), Swainson's hawk (*Buteo swainsoni*), tricolored blackbird (*Agelaius tricolor*), Crotch bumble bee (*Bombus crotchii*), Mason's lilaeopsis (*Lilaeopsis masonii*), delta smelt (*Hypomesus transpacificus*), longfin smelt (*Spirinchus thaleichthys*), winter-run Chinook salmon (*Oncorhynchus tshawytscha*), spring-run Chinook salmon (*Oncorhynchus tshawytscha*), and white sturgeon (*Acipenser transmontanus*) (collectively, the Covered Species) associated with, and incidental to, the construction and operation of the project. Covered Activities include preconstruction activities, the construction and maintenance of new facilities and, once those facilities become operational, up to 2 years of operations and maintenance.

DWR will file an ITP amendment application to request:

1. Amending the ITP to provide clarifications relative to the minor engineering refinements discussed in Chapter 3, *Description of Project Refinements*, in this Addendum.
2. Amending Section IV, *Project Description*, Section 21, *The Following Components Are Not Included as Covered Activities*, to clarify that a subset of preliminary geotechnical activities through December 31, 2029 are not Covered Activities under the ITP.
3. Including the western burrowing owl (*Athene cunicularia* ssp. *hypugaea*), a CESA Candidate Species, as a Covered Species.

The Final EIR for the project included an analysis of western burrowing owl as a Species of Special Concern, and Addendum 1 included a discussion of the change in listing status for the western

burrowing owl from Species of Special Concern to Candidate Species after it was petitioned for listing as threatened.

Amending the ITP, as described above, would not result in new impacts or changes to impacts as discussed in the Final EIR.

This Addendum analyzes the environmental impacts of the project refinements and discusses the above-described additional information relating to the ITP. Where applicable, this Addendum describes how these refinements do not, among other things, create new significant environmental impacts or a substantial increase in the severity of a previously identified significant impact disclosed and analyzed in the Final EIR, consistent with CEQA Guidelines Sections 15162 and 15164.

The following terminology is used throughout this Addendum.

- *Construction footprint* refers to the surficial and subsurface areas within the project's construction boundary as defined in the Final EIR that involves the physical construction activities during construction of the project.
- *Preliminary geotechnical activities* refers to a subset of the geotechnical activities, described in ITP Section IV, *Project Description*, Section 1, *Preconstruction Activities with Temporary Impacts*, and Subsection 1.1, *Investigations to Support Section 408 Permitting - Soil Boring and Cone Penetration Tests*, and defined in the Final EIR, Chapter 3, *Description of the Proposed Project and Alternatives*, Section 3.15, *Field Investigations*, Section 3.15.1, *Investigations to Support Section 408 Permitting*, and Section 3.15.1.1, *Soil Borings and Cone Penetration Tests*, that is comprised of land-based soil borings and cone penetration tests, that will be conducted between 2025 and 2029³ during the preliminary planning phase to support the design of project facilities (up to 30% design).
- *Project refinements* refers to the five proposed refinements of the project identified by DWR through the project design process that would result in minor engineering refinements or modifications to some of the project facilities evaluated in the Final EIR.

³ Following the approval of the *2024–2026 Preconstruction Field Investigations Environmental Compliance, Clearance, and Monitoring Plan* (Monitoring Plan), the schedule of the preliminary geotechnical activities was delayed to 2025–2029. The Monitoring Plan applies to the preliminary geotechnical activities.

Chapter 3

Description of Project Refinements

As described in Chapter 2 of this Addendum, project refinements have been identified through the project design process. All project refinements considered in this Addendum are summarized in this chapter and based on the detailed information from the *Project Refinements Report* (Delta Conveyance Design and Construction Authority 2025). Project refinements that have the potential to result in changes to EIR impacts are described in Section 3.1, *Project Refinements*. The project refinements discussed in this Addendum would result in minor engineering modifications to some project facilities described in the Final EIR and the EPRs (Delta Conveyance Design and Construction Authority 2022a, 2022b, 2023). None of the project refinements would result in changes to project operational criteria.

Additionally, DWR will be filing an ITP amendment application to address the information outlined in Chapter 2. Information related to the ITP amendment application is described in Section 3.2, *ITP Amendment Information*. This additional information related to the ITP amendment application does not create the conditions described in Section 15162 of the CEQA Guidelines that require preparation of a subsequent EIR.

3.1 Project Refinements

The project refinements described in this section would result in minor engineering modifications to some project facilities as they were described in the Final EIR and EPR. These refinements are analyzed in Chapter 4, *Environmental Analysis*, because they were determined to have the potential to result in a change to the physical environment. However, as discussed for each resource analyzed in Chapter 4, when compared to the impact analyses contained in the Final EIR, none of the changes to the anticipated physical impacts of the project resulting from these project refinements meet any of the conditions described in Sections 15162 of the CEQA Guidelines requiring preparation of a subsequent EIR.

3.1.1 Refinement 1—Intake Structure Configuration

3.1.1.1 Purpose

Refinement 1 would modify the configuration of the intake structural design and construction methods of the project intakes (Intakes B and C) to minimize construction activities, improve access, and increase on-site safety measures for operations and maintenance workers.

3.1.1.2 Summary of Refinement

Refinement 1 includes modifications to the north Delta intakes (Intakes B and C)⁴ located on the Sacramento River and the connecting pipes between the intake structures and the sedimentation basins, as shown on Figures 3-1 and 3-2.

⁴ An overview of these features is provided in Final EIR, Chapter 3, *Description of the Proposed Project and Alternatives*, Section 3.4.1. *North Delta Intakes* (California Department of Water Resources 2023a:3-20).

Key features of Refinement 1 include:

- Reduced number of discharge pipes connecting the intake structure to the sedimentation basin.
- Addition of two internal stairways.
- Widening of the two end bays on either side of the intake structure.
- Addition of four intake access structures above the stairways that would extend 13 feet above the top of the intake structure.
- Revision to cofferdam back wall.
- Reduced number of foundation-drilled piers.
- Refined extents of ground improvement beneath the intake structures.
- Overall reduction in the amount of materials required for portions of the intake structure.

Refinement 1 would not change:

- Intake surficial construction footprint.
- The 40-foot-tall gantry crane on the top of the intake structure.
- Operational performance of individual fish screens.
- Hardscape area at the intakes.,

The Final EIR and EPR conceptual designs of the intake configuration were based on geotechnical information available during preparation of the EPR. The EPR conceptual design was based on conservative foundation concepts because of limited geotechnical information. Following completion of the Final EIR and EPR, the results of geotechnical investigations conducted from late 2021 through May 2024 were reviewed to determine whether conceptual design could be modified to reduce materials required for structural foundations. In addition, the design of the intakes was modified to improve constructability and increase on-site safety measures for operations and maintenance workers.

Refinement 1 would reduce the number of discharge pipes connecting the intake structure to the sedimentation basin to improve the efficiency of constructing the discharge pipes. The EPR intake structure configuration included thirty 60-inch-diameter discharge pipes, each connected to one intake tee screen, to convey water from the intake structure to the sedimentation basin. Refinement 1 would combine each pair of 60-inch-diameter pipelines within the intake structure into a single 84-inch-diameter pipeline (halving the number of discharge pipes) for a total of fifteen 84-inch-diameter pipelines that would convey water from the intake structure to the sedimentation basin.

Each end bay of the EPR concept design intake structure included an access hatch on top of the intake structure with a vertical stairway for periodic operational access. Refinement 1 would include widening of the two end bays on either side of the intake structure to improve function of the space for access, material handling, and storage. Refinement 1 would include two additional internal stairways to comply with the requirements of the California Building Code for structure access and egress and four access structures that would extend 13 feet above the top deck of the intake structure (dimensions for each access structure would be 13 feet high by 22.3 feet long by 5.3 feet wide).

Following the EPR, additional geotechnical information was obtained, and additional criteria were developed, which led to design concept modifications to reduce concrete quantities, ground improvement materials, drilled piers, and construction complexity; and to improve hydraulic function and access for workers to reduce safety risks. Refinement 1 would change the width, elevation, and construction method of the cofferdam back wall from a 5-foot-wide wall (deep mechanically mixed) to a 3-foot-wide diaphragm wall and extend the depth of the wall from elevation -100 feet to elevation -130 feet to improve constructability and performance. With Refinement 1 the number of foundation-drilled piers would be reduced and the extent of ground improvement beneath each intake structure would be reduced.

Changes of the intake structure between the EPR and Refinement 1 are summarized in Table 3-1 and shown on Figures 3-1 and 3-2.

Table 3-1. Comparison of Intake Design Concepts for EPR and Refinement 1

Item	EPR	Refinement 1
Discharge pipes from intake structure to sedimentation basin	<ul style="list-style-type: none"> • Thirty 60-inch-diameter pipes 	<ul style="list-style-type: none"> • Fifteen 84-inch-diameter pipes
Gate box structure	<ul style="list-style-type: none"> • 30 structures 	<ul style="list-style-type: none"> • None
Slide gates	<ul style="list-style-type: none"> • Sixty 60-inch slide gates (two per gate box) 	<ul style="list-style-type: none"> • Thirty 60-inch slide gates (one per tee screen and flow meter) • Fifteen 84-inch slide gates (one per discharge pipe)
Set-in intake vault pipe	<ul style="list-style-type: none"> • Thirty 39-foot-long pipes 	<ul style="list-style-type: none"> • Thirty 29-foot-long pipes
Cofferdam backwall foundation and structural design method	<ul style="list-style-type: none"> • 5-foot-thick walls (deep mechanically mixed) with tie-back anchors—132,124 square feet • Tip elevation -100 feet 	<ul style="list-style-type: none"> • 3-foot-thick double wall with tie-back anchors—161,000 square feet • Tip elevation -130 feet
42-inch diameter drilled piers	<ul style="list-style-type: none"> • 1,215 piers (92,340 feet total) • 80 feet deep 	<ul style="list-style-type: none"> • 666 piers (46,620 feet total) • 70 feet deep
Ground improvement	<ul style="list-style-type: none"> • 102,600 cubic yards of grout placed by jet grouting 	<ul style="list-style-type: none"> • 79,721 cubic yards of grout placed by jet grouting
Reinforced concrete for gate box dividing walls, thrust blocks and wider end bays	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • 5,293 cubic yards
Stairwells	<ul style="list-style-type: none"> • 2—one at each end bay 	<ul style="list-style-type: none"> • 2—one at each end bay • 2—internal stairways so that emergency access is equal to or less than every 300 feet
Access to stairwells from top of intake (on outside)	<ul style="list-style-type: none"> • 2—access hatches at the same elevation as the top of the intake structure 	<ul style="list-style-type: none"> • 4—stairway access structures <ul style="list-style-type: none"> ◦ 13 feet high x 22.3 feet long x 5.3 feet wide • To be constructed above top of the intake structure • Height of these structures would be lower than the 40-foot-tall gantry crane

Sources: California Department of Water Resources 2023a; Delta Conveyance Design and Construction Authority 2022a, 2022b. N/A = not applicable.

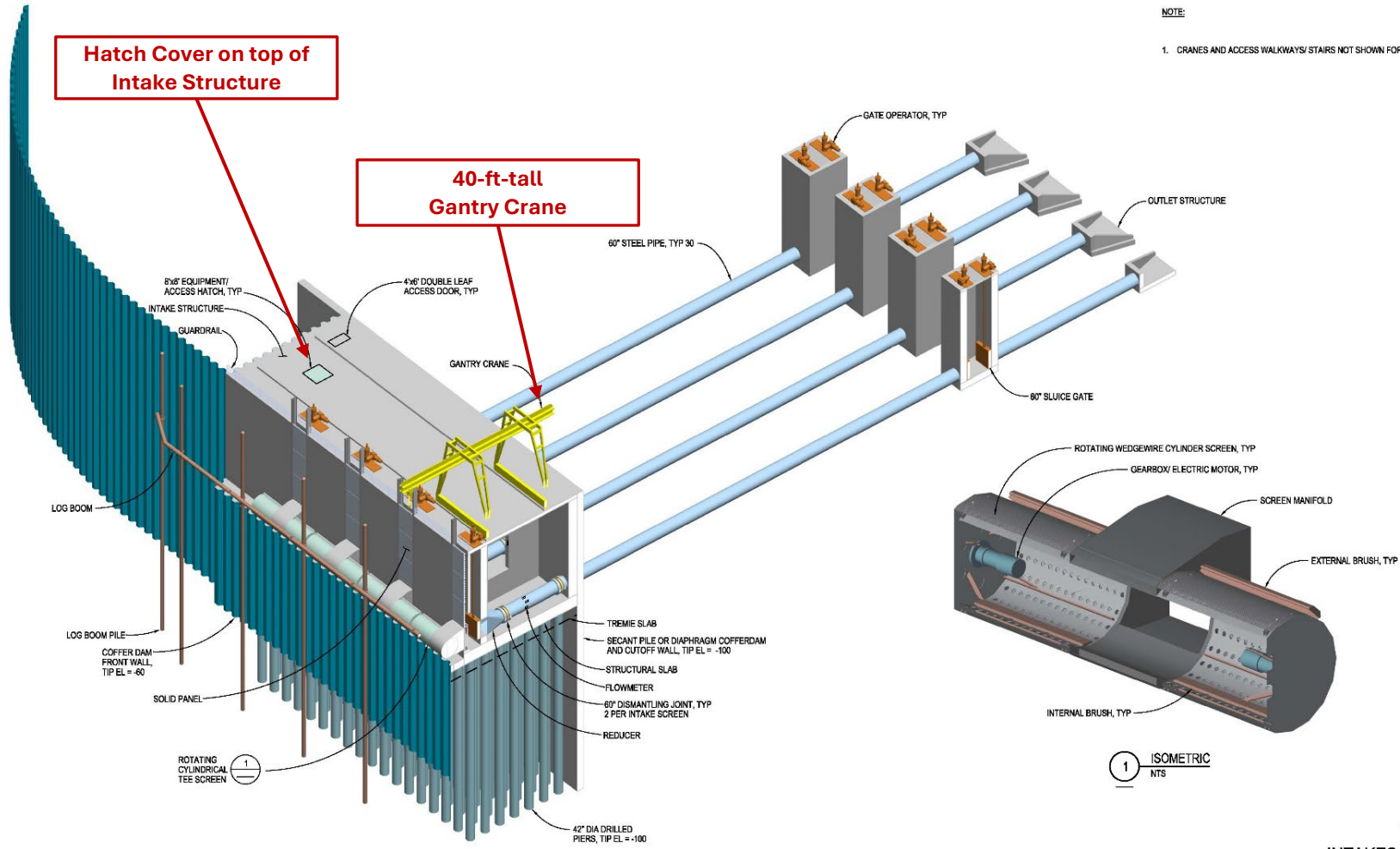


Figure 3-1. Intake Configuration as Described in the EPR

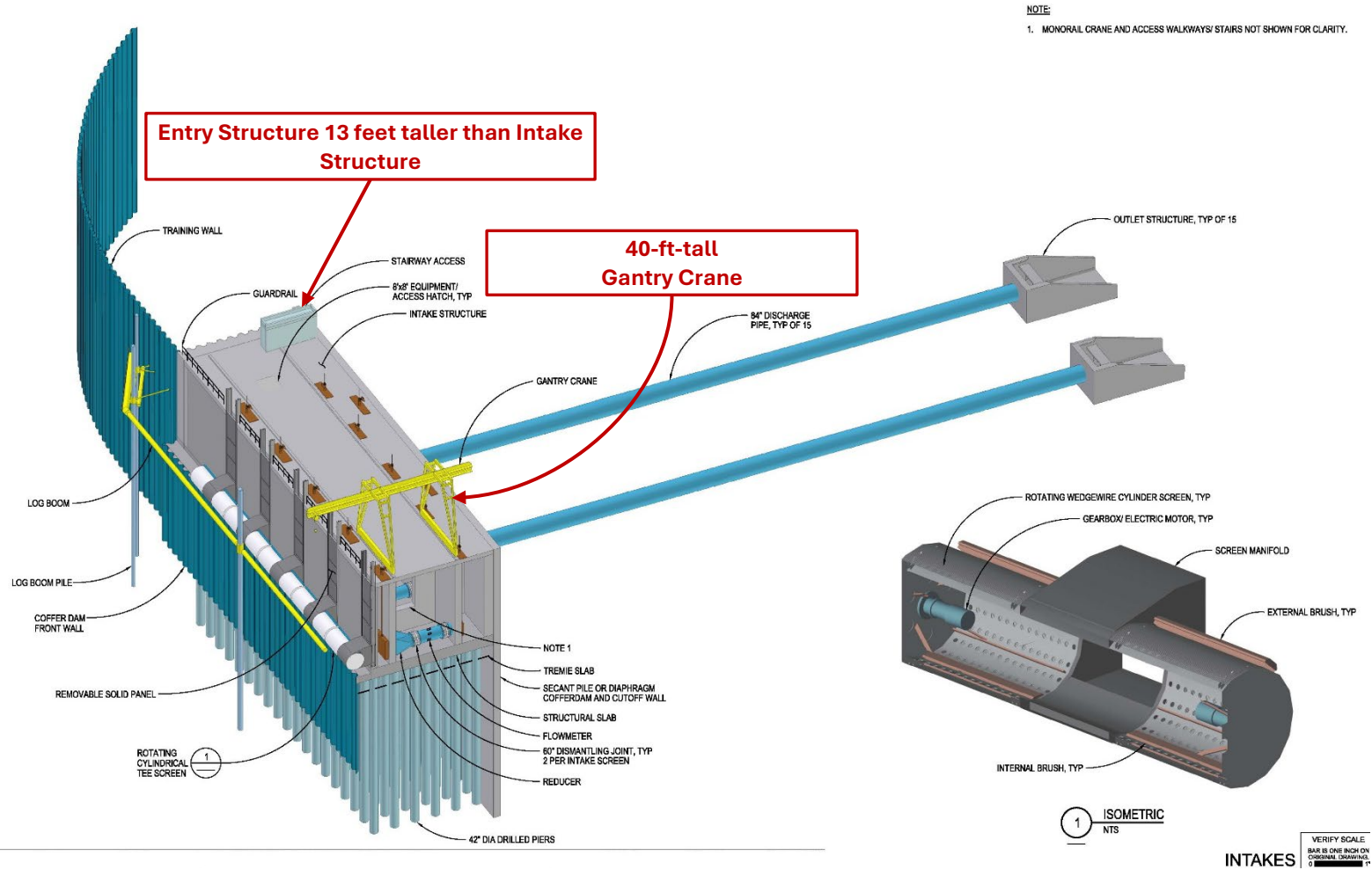


Figure 3-2. Intake Configuration as Described in Refinement 1

Refinement 1 would not change the surficial construction footprint of the intakes or the 40-foot-tall gantry crane on the top of the intake structure. The area of hardscape at the intakes would be the same; therefore, there would be no change in runoff volume from the intake sites. Operational performance of individual fish screens would not change because the number of pipes between the tee fish screens and the intake control gates would not change.

3.1.2 Refinement 2—Optimization of Tunnel Profile and Shaft Dimensions

3.1.2.1 Purposes

Refinement 2 would achieve two purposes: (1) lower the tunnel profile from the Lower Roberts Island tunnel launch shaft to the Bethany Reservoir Surge Basin to avoid a future conflict with the East Bay Municipal Utility District's (EBMUD) proposed Mokelumne Aqueducts Resiliency Project (MARP), and (2) reduce the thickness of the diaphragm walls, shaft liners, shaft slab thickness, and diameters of the intake outlet shafts and maintenance and reception shafts, which would result in less soil excavation and less concrete poured at these shaft locations.

3.1.2.2 Summary of Refinement

Refinement 2 would comprise two separate sub-refinements that optimize the tunnel profile and shaft dimensions.⁵ The first sub-refinement would lower the project's tunnel profile from the Lower Roberts Island tunnel launch shaft to the Bethany Reservoir Surge Basin to avoid future conflicts with the proposed MARP, as shown on Figures 3-3 and 3-4. The second sub-refinement would involve reducing the thickness of the diaphragm walls, shaft liners, and invert shaft slab thickness, and reducing the diameters of the intake outlet shafts and maintenance and reception shafts. Neither of these sub-refinements would change the surficial footprint of the tunnel shaft sites described in the EPR and in the Final EIR.

Key features of Refinement 2 include:

- Increased tunnel shaft depth at Upper Jones Tract, Union Island, and the Bethany Reservoir Surge Basin.
- Decreased tunnel shaft diameter at the intakes and reception and maintenance shafts (not including the Bethany Reservoir Surge Basin).
- Reduced excavation volume for tunnel shafts due to reduced tunnel shaft diameters and/or reduced invert tunnel slabs.
- Increased excavation volume due to deeper tunnel shafts between Lower Roberts Island and Bethany Reservoir Surge Basin.

⁵ Construction and permanent footprints for the Bethany Alignment shaft sites are described in Appendix 3D, *Intakes, Roads, and Shafts Summary Tables*, Table 3D-7 (California Department of Water Resources 2023a:3D-19). An overview of intake and shaft features is provided in Final EIR, Chapter 3, Section 3.14, *Alternative 5—Bethany Reservoir Alignment, 6,000 cfs, Intakes B and C (Proposed Project)*, Table 3-13 (California Department of Water Resources 2023a:3-117).

- Overall reduction in excavation volume from 489,000 cubic yards to 436,750 cubic yards because the reduction of excavated soil at the tunnel shafts would be greater than the increased excavation volume of the deeper shafts.
- Reduced duration of 24-hour tremie concrete pours at the intakes and reception and maintenance shafts.

Refinement 2 would not change:

- Tunnel shaft surficial construction footprint.
- Tunnel length.
- Reusable tunnel material (RTM) volume at the tunnel launch shaft sites.
- Operational performance of the tunnel.
- Groundwater dewatering flows at the tunnel shafts.
- Hardscape area at the tunnel shafts.

Lower Tunnel Profile from Lower Roberts Island to Bethany Reservoir Surge Basin

The first sub-refinement is lowering the project's tunnel profile from the Lower Roberts Island tunnel launch shaft to the surge basin to avoid future conflicts with the proposed MARP.

As described in the EPR, the tunnel profile between Lower Roberts Island and the surge basin at the Bethany Reservoir Pumping Plant was designed to be located below the lowest zone of liquefaction and to be at least 75 feet below the bottom of the San Joaquin River and the bottom of the Stockton Deep Water Ship Channel.

The tunnel conceptual design described in the Final EIR and EPR crossed under the existing Mokelumne Aqueducts between the Lower Roberts Island tunnel launch shaft site and the Upper Jones Tract Maintenance Shaft (Mapbook 3-3 [California Department of Water Resources 2023a]). At this crossing, the Mokelumne Aqueducts would be installed above the ground surface and sit on pipe saddles that are supported on piles. The piles at the tunnel crossings had tip elevations of approximately -38 feet. EBMUD's future 15-foot-diameter MARP tunnel being considered would be constructed with an invert (bottom) elevation of -126 feet. The EPR did not include design concepts for crossing the future MARP because the MARP was not included in the Final EIR as a cumulative project, as the Notice of Preparation (NOP) for the MARP project was released on March 28, 2022—after the January 15, 2020, release date of the Delta Conveyance Project NOP. At this time, this reasonably foreseeable probable future project (MARP) has been in the planning stage since 2022 and is anticipated to be further defined in the coming years. EBMUD submitted to DWR comments on the Draft EIR describing the potential MARP location. However, because the MARP was not included in the Final EIR cumulative projects, no changes were included in the Final EIR.

Following completion of the EPR and Final EIR, several evaluations were considered based on available geotechnical information and standard engineering practices. The results of those preliminary evaluations indicated that there should be 20 feet between the invert of the MARP tunnel and the top of the project tunnel at the crossing. To provide this minimum separation, Refinement 2 would lower the project tunnel profile between Lower Roberts Island and the Bethany Reservoir Surge Basin to avoid conflicts with the proposed MARP based on available information. The tunnel slope would be steeper from Lower Roberts Island to just past the MARP crossing and

then become flat from that location to the surge basin. The lowered project tunnel profile would still be located below the lowest zone of liquefaction and at least 75 feet below the bottom of the San Joaquin River and the bottom of the Stockton Deep Water Ship Channel. The shaft inverts would be lowered as described in Table 3-2 and shown on Figures 3-3 and 3-4.

Table 3-2. Comparison of Shaft Invert Elevations Between Lower Roberts Island and Bethany Reservoir Surge Basin in the EPR and Refinement 2

Tunnel Shaft	EPR Shaft Invert Elevation (feet)	Refinement 2 Shaft Invert Elevation (feet)
Lower Roberts Island	-156.49	-156.49
Upper Jones Tract	-151.19	-183.5
Union Island	-161.43	-183.5
Surge Basin	-164.18	-183.5

Sources: Delta Conveyance Design and Construction Authority 2022a, 2022b.

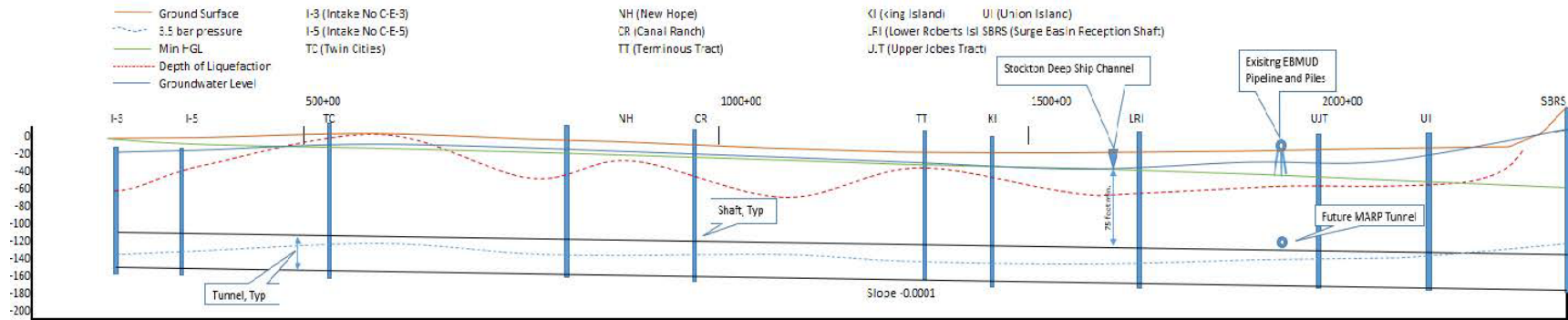


Figure 3-3. EPR Tunnel Profile Between Intakes and Bethany Reservoir Surge Basin

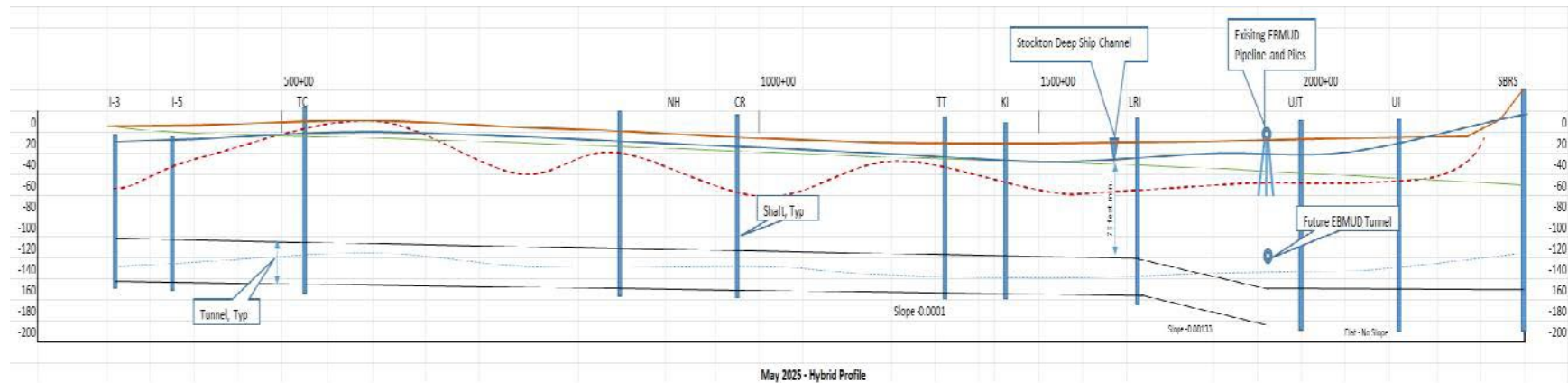


Figure 3-4. Refinement 2 Tunnel Profile Between Intakes and Bethany Reservoir Surge Basin

Reduce Diameter of Reception and Maintenance Shafts

The second sub-refinement involves reducing the thickness of the diaphragm walls, shaft liners, and invert shaft slab thickness, and reducing the diameters of the intake outlet shafts and maintenance and reception shafts.

Table 3-3 shows the shaft internal diameters, diaphragm wall thickness, lining thickness, and invert slab thickness included in the EPR design concept. As the conceptual design proceeded, additional geotechnical information, including considerations for potential liquefaction, was reviewed and used to identify design concepts to reduce the size of tunnel shaft diameter excavation and the depth of the tunnel invert slab thickness; these Refinement 2 reductions are shown in Table 3-3. The steel reinforcement requirements for the shafts were updated and the conceptual design assumed independent structures that do not engage in load sharing. No changes would occur at the tunnel launch shafts at Twin Cities Complex and Lower Roberts Island because the diameter and the invert slab thickness of the launch shaft sites would be designed to accommodate tunnel boring machine operations. The invert slab thickness at the Bethany Reservoir Surge Basin would not be modified from the EPR design concept because of the need to integrate the surge basin with the Bethany Reservoir Pumping Plant.

Table 3-3. Comparison of Shaft Dimensions Between Intakes and Union Island in the EPR and Refinement 2

Tunnel Shaft	EPR Internal Diameter (feet)	Refinement 2 Internal Diameter (feet)	EPR Wall Thickness (feet)	Refinement 2 Wall Thickness (feet)	EPR Slab Depth (feet)	Refinement 2 Slab Depth (feet)
Intake B	80	70	8	6.5	30	20
Intake C	80	70	8	6.5	30	20
Twin Cities Complex	115	115	8	8	30	30
New Hope Tract	70	66	8	6.5	30	20
Canal Ranch Tract	70	66	8	6.5	30	20
Terminus Tract	70	66	8	6.5	30	20
King Island	70	66	8	6.5	30	20
Lower Roberts Island	115	115	8	8	30	30
Upper Jones Tract	70	66	8	6.5	30	20
Union Island	70	66	8	6.5	30	20

Sources: California Department of Water Resources 2023a; Delta Conveyance Design and Construction Authority 2022a, 2022b.

The reduced size of reception and maintenance shafts would result in reduced excavation volume for tunnel shafts (including intakes) in Sacramento County due to the reduced tunnel shaft internal diameter and reduced invert tunnel slabs from 179,400 cubic yards to 155,600 cubic yards. The reduced invert slab thickness would reduce the duration of 24-hour tremie concrete pours at the intakes and reception and maintenance shafts.

Refinement 2 would not change the surficial construction footprint of the tunnel shaft or the tunnel length. The area of hardscape at the tunnel shafts would be the same; therefore, there would be no change in runoff volume from the tunnel shaft sites. RTM volume at the tunnel launch shaft sites would also be the same. Operational performance of the tunnel would not change because the

hydraulic grade line is above the crown of the tunnel and would not be modified by the tunnel profile and the tunnel shaft depths, diameters, or invert slab depths. Groundwater dewatering flows at the tunnel shafts would not change with Refinement 2 because the shaft diaphragm walls and the invert slabs would be constructed prior to removal of groundwater in the shaft as described in the EPR. The diaphragm walls would isolate the shaft from the groundwater.

3.1.3 Refinement 3—Pumping Plant Below-Ground Configuration

3.1.3.1 Purpose

Refinement 3 would reconfigure the foundation and below-ground structural layout at the Bethany Reservoir Pumping Plant to allow construction from the bottom up rather than from the top story down, which would improve constructability at the pumping plant, reduce excavation soils and concrete quantities at the Bethany Complex batch plant, and reduce safety risks for construction workers.

3.1.3.2 Summary of Refinement

Refinement 3 includes modifications to the below-ground configuration of the Bethany Reservoir Pumping Plant, as shown on Figure 3-5.

Key features of Refinement 3 include:

- Improved construction worker safety because construction would occur from the bottom of the excavation to the ground surface.
- Reduced excavation volume in Alameda County.
- Reduced concrete volume.

Refinement 3 would not change:

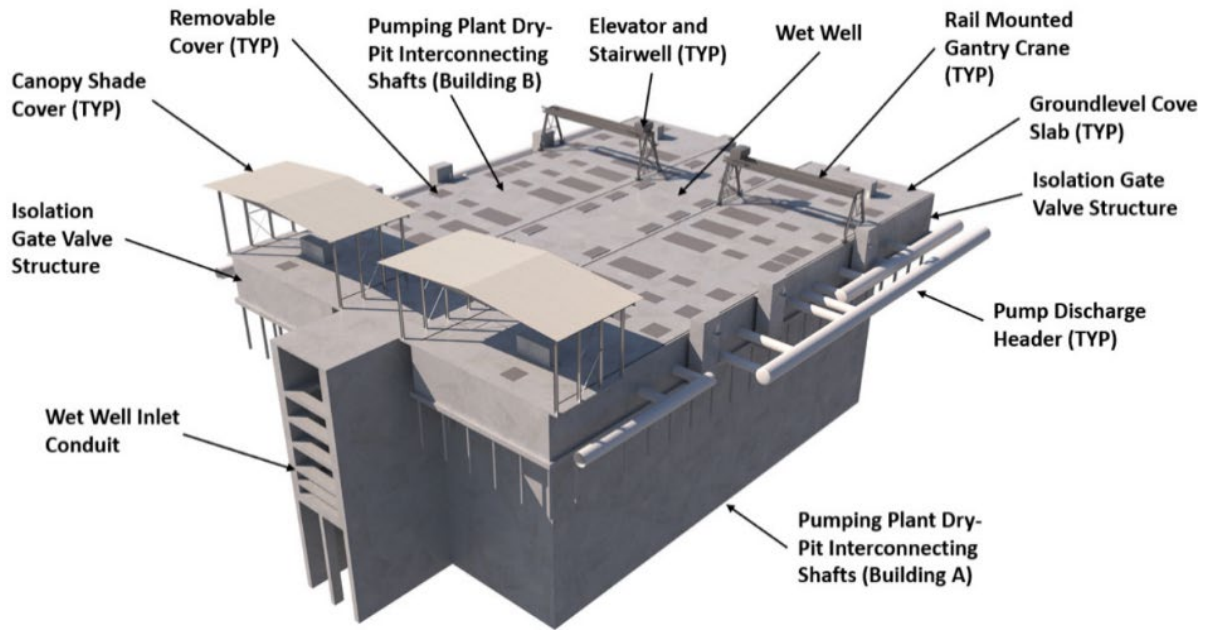
- Pumping plant surficial construction footprint.
- Structures above the ground surface, as shown on Figure 3-5.
- Operational performance of the tunnel and pumping plant.
- Hardscape area at the pumping plant.

The foundation and layout of the Bethany Reservoir Pumping Plant described in Final EIR Chapter 3, Section 3.14.1.1, *Bethany Reservoir Pumping Plant* (California Department of Water Resources 2023a:3-121), and the EPR was based on limited geotechnical information and configured to locate structures near other structures that have functional dependencies. The site layout accounted for operations and maintenance access and setbacks required by codes, with the goal of limiting the facility's permanent areas of impact. In the Final EIR and EPR design concept, water from the tunnel was conveyed from the Bethany Reservoir Surge Basin through a wet well inlet to the pumping plant wet well inlet. The pumping plant was a five-story structure completely constructed below ground. The EPR assumed that the groundwater existed in an aquifer with high artesian conditions that could affect the stability of the excavation. Therefore, the structure was developed to be constructed "upside down," from the top story just below ground level down to the bottom of the pumping plant

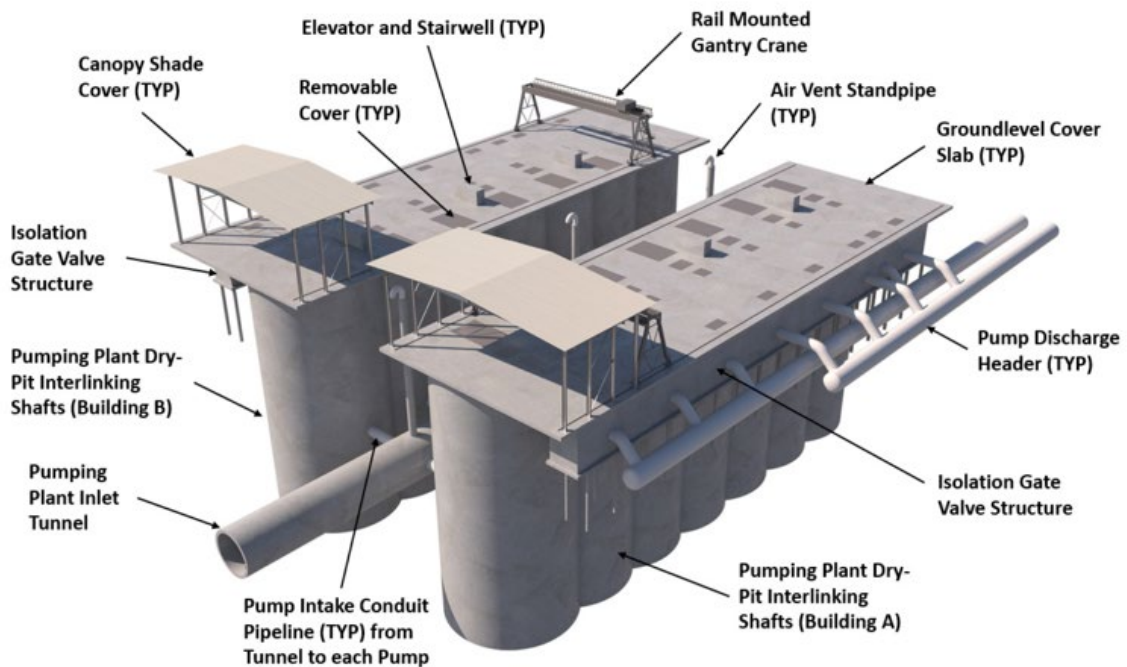
for each story to have adequate structural support. After construction of the first story near the ground surface, remaining excavations and wall and floor construction would need to occur under the first floor, similar to mining construction methods. Diaphragm walls would be installed around the pumping plant walls and throughout the interior of the structure. This type of structure is called a “vertical deep-box diaphragm wall arrangement.”

Following completion of the EPR, results from previous geotechnical investigations became available and indicated that the potential for artesian conditions was less than was assumed during preparation of the EPR. Therefore, in Refinement 3, the wet well would be replaced with a tunnel that would be constructed in an open-face excavation manner with a tunneling shield or using a sequential excavation method. The vertical deep-box diaphragm wall arrangement would be replaced with two underground structures using interlinking circular shaft structures on either side of the tunnel. This type of structure would have a different type of foundation that would be constructed following initial excavation from the bottom of the pumping plant up to the ground surface. This method would be more efficient and safer for construction workers and would reduce excavation soils from 2,797,000 cubic yards to 2,237,600 cubic yards, concrete quantities from 304,300 cubic yards to 243,400 cubic yards, and construction complexity.

Figure 3-5 presents a comparison of the pumping plant schematic for the design concepts under the EPR and Refinement 3.



EPR Configuration of Bethany Reservoir Pumping Plant



**Refinement 3 Configuration of Bethany Reservoir Pumping Plant
(Area between two halves of pumping plant would be covered and similar to EPR design)**

Figure 3-5. Comparison of the Bethany Reservoir Pumping Plant Schematics for EPR and Refinement 3

Refinement 3 would not change the surficial construction footprint of the Bethany Reservoir Pumping Plant or its aboveground structures. The area of hardscape at the pumping plant would be the same; therefore, there would be no change in runoff volume from the pumping plant site. The operational performance of the tunnel and pumping plant would not change because the hydraulic grade line would not be modified by the below-ground structural configuration of the pumping plant or its method of construction.

3.1.4 Refinement 4—Surge Basin Slab Configuration

3.1.4.1 Purpose

Refinement 4 modifies the foundation design for the Bethany Reservoir Surge Basin slab at the Bethany Complex, which improves constructability at the Bethany Reservoir Pumping Plant and reduces excavation soil volumes, concrete volumes, and the amount of steel placed in the concrete as compared to the design in the Final EIR and EPR.

3.1.4.2 Summary of Refinement

Refinement 4 includes modifications to the surge basin slab at the Bethany Complex,⁶ as shown on Figure 3-6.

Key features of Refinement 4 include:

- Reduced concrete volume and excavation volume.

Refinement 4 would not change:

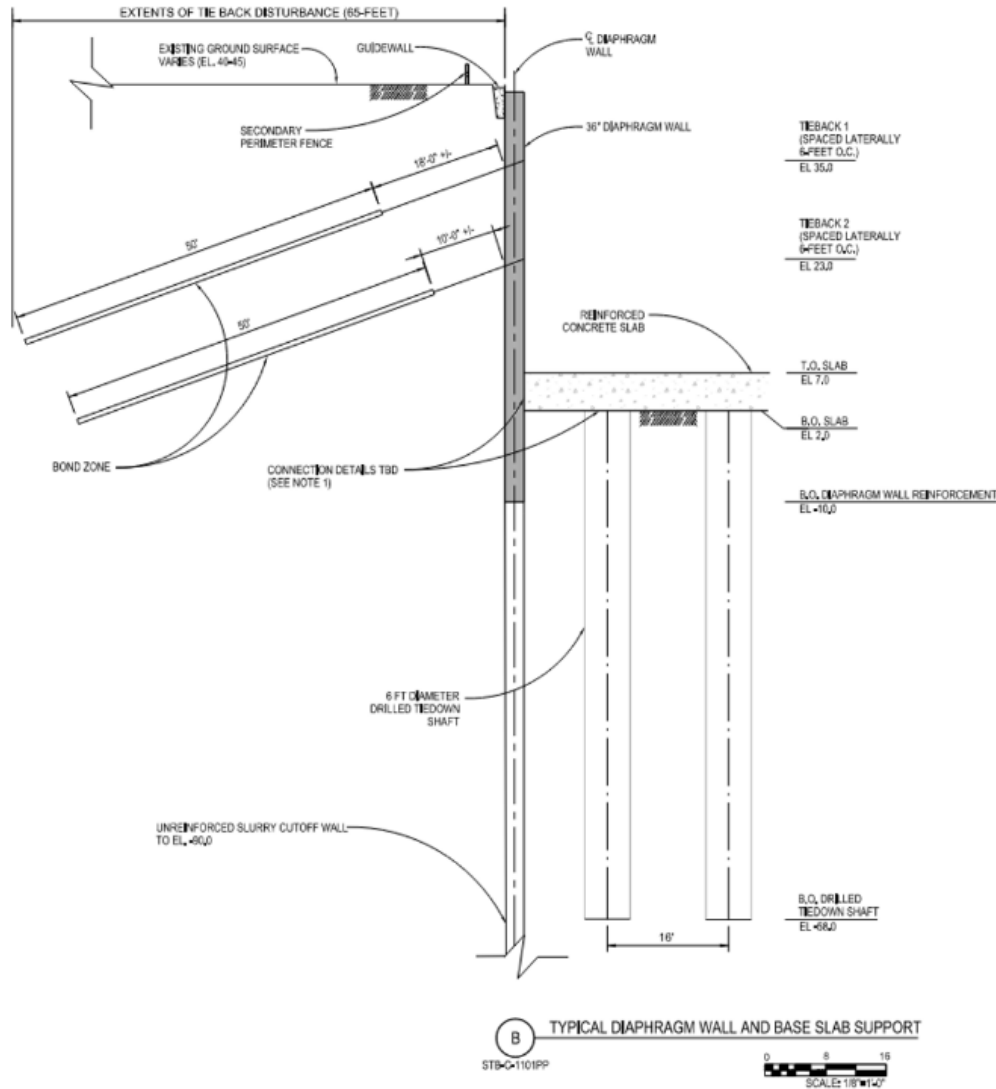
- Surge basin surficial construction footprint.
- Structures above the ground surface.
- Operational performance of the tunnel or the surge basin.
- Hardscape area at the surge basin.

As described in the EPR, the surge basin slab at the Bethany Complex is located above the inlet that connects the tunnel to the pumping plant. Initial geotechnical information available at the time of preparation of the EPR indicated that the groundwater existed in an aquifer with high artesian conditions that could affect the stability of the soil conditions below the slab. These conditions could lead to differential uplift and settlement of the surge basin slab. To avoid surge basin uplift, the EPR included an array of 6-foot-diameter drilled shafts spaced at 16 feet on center. The drilled shafts would extend to depths of 60 feet below the bottom of the slab. The shafts' construction would consist of drilling a 6-foot-diameter hole, setting a steel reinforcement cage, and tremie pouring concrete to fill the drillhole. The uplift resistance would be provided by a combination of the weight of the slab and drilled shafts and the soil-to-shaft skin friction.

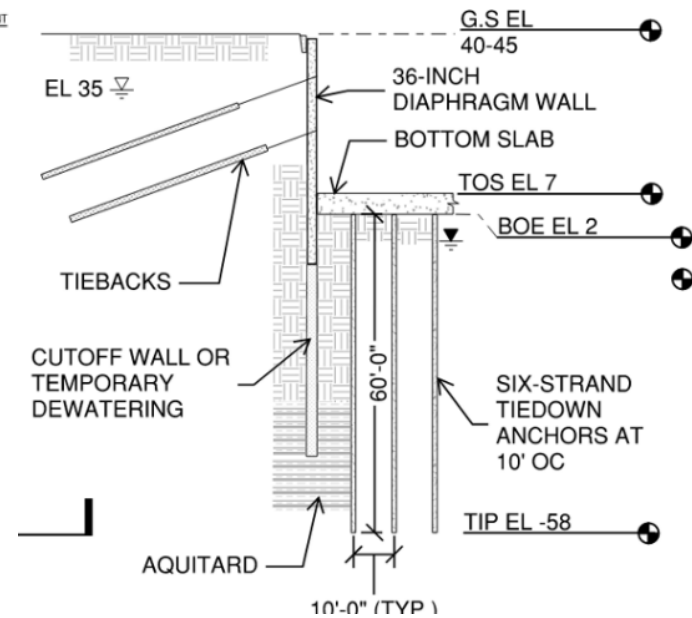
As the conceptual design continued, additional geotechnical information was obtained. Based on this information, Refinement 4 is based on use of six-strand tiedown anchors to support the surge basin

⁶ An overview of the surge basin is included in Final EIR, Chapter 3, Section 3.14.1.2, *Bethany Reservoir Surge Basin* (California Department of Water Resources 2023a:3-122).

slab at the Bethany Complex, as shown on Figure 3-6. This design concept would not require the use of concrete or steel placed in the concrete or require excavation of drilled shafts as compared to the EPR design concepts, as summarized in Table 3-4. With Refinement 4, the aboveground portion of the surge basin would remain the same: 815 feet by 815 feet (California Department of Water Resources 2023a:3-118).



EPR Surge Basin Slab Configuration



Refinement 4 Surge Basin Configuration

Figure 3-6. Comparison of Surge Basin Slab Configuration at the Bethany Complex for EPR and Refinement 4

Table 3-4. Estimated Construction Quantities for Surge Basin Slab at the Bethany Complex for EPR and Refinement 4

Item	EPR Drilled Shafts		Refinement 4 Steel Tendon Tiedown	
	Quantity	Unit	Quantity	Unit
Drilled shafts	2,564	each	N/A	N/A
Drilled shafts—total length	153,840	feet	N/A	N/A
Drilled shafts excavation	161,101	cubic yard (bulk)	N/A	N/A
Rebar	16,269	ton	N/A	N/A
Concrete	163,811	cubic yard (bulk)	N/A	N/A
Tiedown anchors	N/A	N/A	6,468	each
Tiedown anchors—total length	N/A	N/A	388,080	feet
Tiedown anchors excavation	N/A	N/A	5,017	cubic yard (bulk)
6-strand tiedown anchors, 270 ksi—total steel weight	N/A	N/A	862	ton
Tiedown anchor—steel baseplate and wedge plate total weight	N/A	N/A	174	ton
Tiedown anchors—total grout volume	N/A	N/A	4,887	cubic yard (bulk)
Tiedown stressing and proof testing (95% of tiedowns)	N/A	N/A	6,143	each
Tiedown performance testing (5% of tiedowns)	N/A	N/A	323	each
Tiedown verification tests (two sacrificial) tiedowns	N/A	N/A	2	each

Sources: California Department of Water Resources 2023a; Delta Conveyance Design and Construction Authority 2022a, 2022b. ksi = kilopounds per square inch; N/A = not applicable.

Refinement 4 would not change the surficial construction footprint of the Bethany Reservoir Surge Basin or its aboveground structures. The area of hardscape at the surge basin would be the same; therefore, there would be no change in runoff volume from the surge basin site. Operational performance of the tunnel or the Bethany Reservoir Surge Basin would not change because the hydraulic operating conditions would not be modified by the surge basin foundation design or method of construction.

3.1.5 Refinement 5—Bethany Reservoir Aqueduct Dimensions

3.1.5.1 Purpose

Refinement 5 would reduce the diameter and spacing between the four pipelines that compose the Bethany Reservoir Aqueduct. This refinement would reduce the volume of excavated soil and need for controlled low-strength material (CLSM) backfill.

3.1.5.2 Summary of Refinement

Refinement 5 includes modifications to the dimensions of the Bethany Reservoir Aqueduct pipes,⁷ as shown on Figures 3-7 and 3-8. It also would reduce the excavation and soil needed for CLSM and backfill.

Key features of Refinement 5 include:

- Reduced internal diameter of the pipes.
- Reduced space between pipe centerlines.
- Reduced bottom width of the trench.
- Reduced excavation.
- Reduced soil needed for CLSM and compacted backfill.

Refinement 5 would not change:

- Surficial construction footprint for the aqueduct.
- Trench top width and height.
- Length of the aqueduct.
- Structures above the ground surface.
- Operational performance of the Bethany Reservoir Aqueduct.
- Hardscape area along the aqueduct.

As described in Chapter 3, Section 3.14.1.3, *Bethany Reservoir Aqueduct*, of the Final EIR (California Department of Water Resources 2023a:3-123) and in the EPR, the conceptual design includes the Bethany Reservoir Aqueduct that extends between the Bethany Reservoir Pumping Plant and the Bethany Reservoir Discharge Structure. Most of the alignment between the Bethany Reservoir Pumping Plant and the Bethany Reservoir Discharge Structure was designed to be constructed using the open-trench method except for the crossings of the Central Valley Project Jones discharge pipelines and the tunneled crossing of the Bethany Reservoir Conservation Easement. The aqueduct included four 15-foot internal diameter pipelines (California Department of Water Resources 2023a:3-123). The pipelines would be placed in a trapezoidal-type trench that is 200 feet wide at the top of the trench and 115 feet wide at the bottom of the trench. The pipelines would be placed with 30 feet between the center of each pipe and the end pipes would be placed approximately 13 feet from the edge of the trench to the centerline of the outermost pipes. The tops of the pipes would extend above the existing ground surface; however, the trench would be backfilled such that the top of the pipes were covered by at least 6 feet of soil material (California Department of Water Resources 2023a:3-123). CLSM would be placed in the excavated trench around the pipes to a depth equal to 0.7 times the pipe diameter, as shown on Figure 3-7. Compacted fill would be placed above the CLSM 6 feet above the top of pipe.

As the conceptual design progressed, Refinement 5 was developed to reduce excavation volume and backfill requirements. With Refinement 5, the internal diameter of the pipes would be reduced from

⁷ An overview of the Bethany Reservoir Aqueduct is included in Final EIR, Chapter 3, Section 3.14.1.3, *Bethany Reservoir Aqueduct* (California Department of Water Resources 2023a:3-123).

15 feet to 13.83 feet; a portion of this reduction is related to reducing the steel pipe wall thickness from 0.75 inch to 0.69 inch, as shown on Figure 3-8. The spacing between pipe centerlines would be reduced from 30 feet to 21 feet, and the distance from the outside wall of the end pipes to the trench wall would be reduced from 13 to 7.5 feet. Refinement 5 would also reduce the bottom width of the trench from 115 feet to 77 feet without changing the width or height of the top of the trench. Refinement 5 would also reduce the amount of excavation from 1,060,300 cubic yards to 842,800 cubic yards, and reduce the soil needed for CLSM and compacted backfill from 1,395,550 cubic yards to 1,187,500 cubic yards.

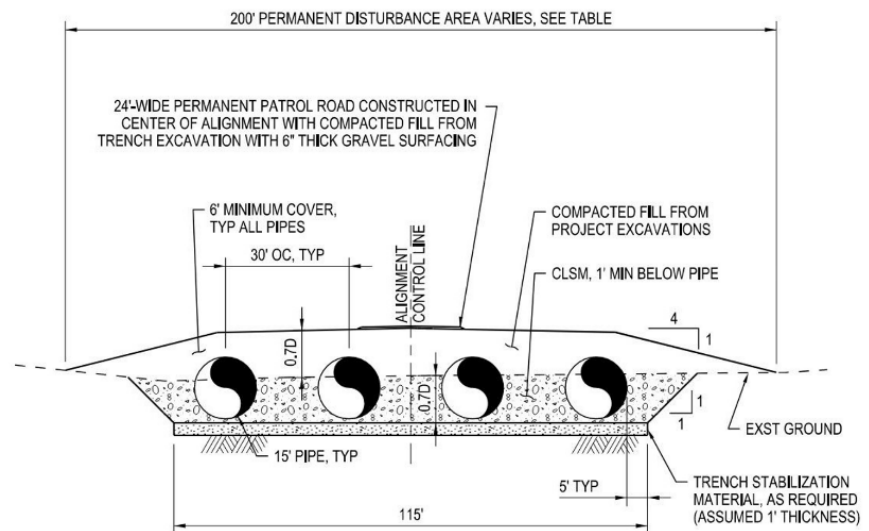


Figure 3-7. Bethany Reservoir Aqueduct Configuration in the EPR

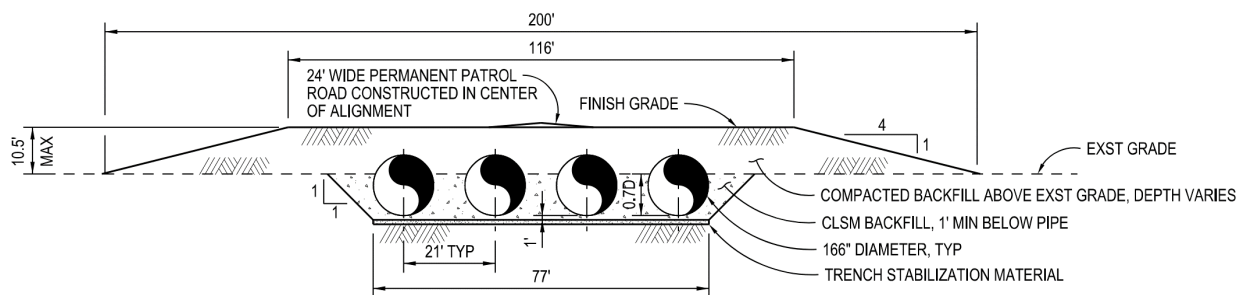


Figure 3-8. Bethany Reservoir Aqueduct Configuration in Refinement 5

Refinement 5 would not change the surficial construction footprint of the Bethany Reservoir Aqueduct, its length, the width or height of the top of the trench, or its aboveground structures. The area of hardscape along the aqueduct would be the same; therefore, there would be no change in runoff volume from the Bethany Reservoir Aqueduct site. The operational performance of the Bethany Reservoir Aqueduct would not change.

3.2 ITP Amendment Information

On February 14, 2025, CDFW issued ITP No. 2081-2024-018-00 to DWR for the construction and operation of the project (California Department of Fish and Wildlife 2025). DWR will file an ITP amendment application to address the information outlined in Chapter 2 and discussed further below. As discussed below, DWR's request to amend the ITP does not have the potential to create the conditions described in Section 15162 of the CEQA Guidelines that require preparation of a subsequent EIR.

3.2.1 Revision to the ITP Project Description to Remove Preliminary Geotechnical Activities

DWR will file an amendment application to ITP Section IV, *Project Description*, to clarify the preliminary geotechnical activities. These geotechnical activities are described in the Final EIR and commenced before the ITP was issued.⁸ None of the preliminary geotechnical activities would occur in or over water, on levees, or within identified faults.

DWR prepared the *2024–2026 Preconstruction Field Investigations Environmental Compliance, Clearance, and Monitoring Plan* (Monitoring Plan) (California Department of Water Resources 2024b) to ensure compliance with the Final EIR MMRP (California Department of Water Resources 2023c). The amendment made to ITP Section IV, Section 21, *The Following Components Are Not Included as Covered Activities*, would include the subset of field investigations, described in ITP Section IV, Section 1, *Preconstruction Activities with Temporary Impacts*, Subsection 1.1, *Investigations to Support Section 408 Permitting - Soil Boring and Cone Penetration Tests*, and defined in the Final EIR, Chapter 3, *Description of the Proposed Project and Alternatives*, Section 3.15, *Field Investigations*, Section 3.15.1, *Investigations to Support Section 408 Permitting*, Section 3.15.1.1, *Soil Borings and Cone Penetration Tests*, that is comprised of land-based soil borings and cone penetration tests that would be completed before initiation of Delta Conveyance Project construction through December 31, 2029. All other field investigations described in ITP Section 1 are covered by the ITP and its take authorization.

As supported by the analysis in the Final EIR and Monitoring Plan, the preliminary geotechnical activities can be conducted without affecting CESA-listed species or other special-status species, as their specific locations can be adjusted to avoid sensitive resources. This adaptability, combined with adherence to the measures outlined in the Monitoring Plan, ensures minimal environmental disturbance. Removing a subset of the preliminary geotechnical activities described in the Final EIR and Monitoring Plan from the activities covered in the subsequently issued ITP would not create new significant impacts or increase the severity of a previously identified significant impact of the project as evaluated in the Final EIR. Additionally, no changes in circumstances or new information of substantial importance have been identified that could result in any new potentially significant impacts or a substantial increase in the severity of previously identified significant impacts.

⁸ The preliminary geotechnical activities commenced in Spring 2024 under the 2023 Delta Conveyance Project Final EIR prior to issuance of the ITP.

3.2.2 Request for Take of Western Burrowing Owl

On October 10, 2024, the California Fish and Game Commission found the petition to list western burrowing owl (*Athene cunicularia* ssp. *hypugaea*) as threatened or endangered under CESA was warranted, thereby granting burrowing owl “Candidate Species” status. As a candidate for listing, the species is afforded the same protections as a state-listed endangered or threatened species. The population of western burrowing owl within the project study area is the Central Valley population; this population is a candidate for listing as threatened. Therefore, DWR will request an amendment to the ITP to include western burrowing owl as a Covered Species.

The Final EIR for the project included an analysis of western burrowing owl as a Species of Special Concern in Chapter 13, *Terrestrial Biological Resources*, Section 13.3.3.4, *Impacts of the Project Alternatives on Special-Status Wildlife Species* (California Department of Water Resources 2023a:13-349–13-359. Addendum 1, in Section 3.3.2.3, *Burrowing Owl*, included a discussion of the change in listing status for western burrowing owl from Species of Special Concern to Candidate Species after it was petitioned for listing as threatened (California Department of Water Resources 2025:3-10). Requesting to amend the ITP to cover western burrowing owl, a species that is evaluated in the previously certified Final EIR, does not require further environmental review pursuant to CEQA. The request does not constitute new information of substantial importance because it does not disclose new significant environmental impacts or a substantial increase in the severity of the species’ significance conclusion as discussed in the Final EIR. Additionally, no changes in circumstances or new information of substantial importance have been identified for burrowing owl that could result in any new potentially significant impacts or a substantial increase in the severity of previously identified significant impacts.

Chapter 4

Environmental Analysis

This chapter analyzes the potential for the project refinements described in Section 3.1, *Project Refinements*, to affect impact conclusions disclosed in the Final EIR. As described for each resource analyzed, none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred.

Potential environmental impacts from the project refinements described in Section 3.1 were considered for all resource areas evaluated in the Final EIR. The following environmental resource areas have been eliminated from further analysis in this Addendum because no potential exists for project refinements to have new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts from what was analyzed in the Final EIR on the specified resources based on the nature and scope of the refinements to the project description. The project refinements would not change the surficial construction footprint, cause physical changes, or create the need for increased services that could affect these resources, and all refinements would fall well within the envelope of impacts analyzed for these resources.

- Surface Water
- Water Supply
- Flood Protection
- Water Quality
- Geology and Seismicity
- Soils
- Fish and Aquatic Resources
- Terrestrial Biological Resources
- Land Use
- Agricultural Resources
- Recreation
- Socioeconomics
- Cultural Resources
- Transportation
- Public Services and Utilities
- Air Quality and Greenhouse Gases
- Hazards, Hazardous Materials, and Wildfire
- Public Health
- Mineral Resources
- Paleontological Resources
- Environmental Justice
- Climate Change
- Growth Inducement
- Tribal Cultural Resources

None of the project refinements would result in changes to the surficial construction footprint for any project facilities, nor would any of them change the location and acreage of ground disturbance. Therefore, there would be no change in impacts related to resources such as terrestrial biological resources and agricultural resources. For example, there would be no change in the natural communities, habitat for special-status plant and wildlife species, terrestrial biological resources, or state- and federally- regulated wetlands and other waters (aquatic resources) that would be affected by the project, and there would be no change in land use conflicts or potential for conversion of farmland.

There would also be no change in impacts for those resources affected by project refinements related to subsurface excavation. Modifications to subsurface portions of facilities would reduce the total amount of excavated material and not result in increased potential for impacts on known or unknown cultural, Tribal cultural, or paleontological resources.

In addition, because the amount of excavated materials and construction material quantities (i.e., concrete) would be reduced, the impacts related to some resources will be reduced. For example, the reductions in excavated materials and construction material quantities will reduce off-road equipment activity hours and heavy-duty truck trips (for material movement), thereby reducing the amount of fugitive dust and construction exhaust emissions generated and truck trips on federal, state, and local roadways. Reduced excavation volumes will also reduce localized construction noise and energy use. Finally, none of the refinements would result in changes to flow or water storage conditions, cause an increase in water surface elevation, or alter project hardscaping that could increase runoff. Therefore, there would be no changes related to surface water or flood protection impacts.

Table 4-1 lists the resource areas that could be affected by the project refinements described in Section 3.1. Sections 4.1 through 4.6 present the impact analyses for each project refinement that could affect a resource.

Resource area discussions provide a concise summary of relevant impacts from the Final EIR, focusing specifically on project refinements that may result in a change in effect. Each resource section discussion explains how the project refinements, as discussed herein and in the *Project Refinements Report* (Delta Conveyance Design and Construction Authority 2025), would not result in new significant impacts or a substantial increase in the severity of a previously identified significant impact in the Final EIR and provides a CEQA conclusion statement. As discussed in this chapter, impacts associated with project refinements would be reduced or generally the same as those described in the Final EIR resource analysis (e.g., less-than-significant impacts remain less than significant). In addition, the environmental analyses described in the Final EIR used a conservative approach to the assessment of impacts and all impacts associated with project refinements fall well within the envelope of impacts analyzed in the Final EIR. For example, where uncertainties existed, DWR's subject experts intentionally reached more conservative impact conclusions in the Final EIR to account for those uncertainties and to avoid even the appearance of bias or partiality in the evaluation. This approach is demonstrated in Final EIR Chapter 15, *Agricultural Resources*, where impacts were deemed permanent if it was uncertain whether the agricultural land could be returned to productive farmland following the completion of construction activities. Similarly, in Final EIR Chapter 13, *Terrestrial Biological Resources*, impacts were deemed permanent where impacts would occur for more than 1 year in duration or where the area would not be restored to its pre-disturbance condition until the completion of the construction.

Table 4-1. Project Refinements as Analyzed for Specific Resources

Resource	Refinement 1— Intake Structure Configuration	Refinement 2— Optimization of Tunnel Profile and Shaft Dimensions	Refinement 3— Pumping Plant Below-Ground Configuration	Refinement 4— Surge Basin Slab Configuration	Refinement 5— Bethany Reservoir Aqueduct Dimensions
Groundwater	Analyzed	Analyzed	Analyzed	Analyzed	Analyzed
Aesthetics and Visual Resources	Analyzed	Not applicable	Not applicable	Not applicable	Not applicable
Energy	Not applicable ^a	Analyzed	Not applicable	Not applicable	Not applicable
Noise and Vibration	Not applicable	Analyzed	Not applicable	Not applicable	Not applicable

Note:

^a Water would flow by gravity through the intake structure discharge pipes to the to the Bethany Reservoir Pumping Plant; therefore, changes in configuration of the discharge pipes would not result in changes in energy consumption (Delta Conveyance Design and Construction Authority 2022c; Delta Conveyance Design and Construction Authority 2022d).

4.1 Groundwater (Final EIR Chapter 8)

This section discusses the project refinements as they relate to the impacts discussed in Final EIR Chapter 8, *Groundwater* (i.e., Impacts GW-1 through GW-7).

4.1.1 Refinements 1, 2, 3, 4, and 5

This discussion pertains equally to Refinements 1, 2, 3, 4, and 5.

Implementation of the new intake facility configuration of Refinement 1, the lowered tunnel profile and refined shaft dimensions of Refinement 2, the new foundation and below-ground structural configuration of Bethany Reservoir Pumping Plant of Refinement 3, the modified foundation design for the surge basin slab at the Bethany Complex of Refinement 4, and the reduction of diameter and spacing between pipelines that comprise the Bethany Reservoir Aqueduct of Refinement 5 would not result in modification to the surficial footprint and would reduce the amount of material excavated for structures located at the intake sites; launch, maintenance, and reception shaft locations; Bethany Reservoir Pumping Plant; and aqueduct to Bethany Reservoir. The assessment of construction-related dewatering activities on groundwater resources and impact conclusions provided in Final EIR Chapter 8 (Impacts GW-1 through GW-7) would not change as a result of these refinements because none of these modifications would substantially increase or decrease the amount of construction-related dewatering required to complete construction of these facilities, nor would these modifications alter the local characteristics of groundwater hydrology.

4.1.2 Conclusion

Refinements 1, 2, 3, 4, and 5 would not change the less-than-significant impact conclusions for Impacts GW-1 through GW-7 identified and analyzed in the Final EIR or result in a new significant impact. All mitigation identified in the Final EIR applicable to impacts on groundwater resources would apply. Additionally, no changes in circumstances or new information of substantial importance have been identified for groundwater resources that could result in any new potentially significant impacts or a substantial increase in the severity of previously identified impacts on groundwater.

4.2 Aesthetics and Visual Resources (Final EIR Chapter 18)

This section discusses the project refinements as they relate to the impacts discussed in Final EIR Chapter 18, *Aesthetics and Visual Resources* (i.e., Impacts AES-1 through AES-4).

4.2.1 Refinement 1—Intake Structure Configuration

Implementation of the new intake facility configuration of Refinement 1 would result in minor modifications to the exterior of the intake structure. Impacts AES-1 through AES-3 in Final EIR Chapter 18 disclose that the project will result in significant and unavoidable impacts on aesthetics and visual resources associated with permanent project facilities, including intake structures. Although most of the intake facility modifications would either be underground or within the intake

structure, four intake access structures 13 feet high by 22.3 feet long by 5.3 feet wide above the stairways would be added to the top of the intake facility and would be visible from portions of State Route 160/River Road (a county-designated scenic route) and the Sacramento River (a scenic waterway corridor). The addition of the four stairway access structures would be a minor modification in the context of the overall larger intake structure and would be notably smaller and shorter than the gantry crane on the top of the intake structure. Also, any permanent lighting associated with this refinement would be downcast, with non-glare finishes on the fixture, as described in the Final EIR, Chapter 3, Section 3.4.12, *Fencing and Lighting*. The 40-foot-high gantry crane, identified on Figure 3-5 of Chapter 3 of the Final EIR, would remain the tallest feature on the intake facility with Refinement 1. Visual impacts on sensitive receptors would not increase in severity with Refinement 1 as compared to the Final EIR because most of the modifications would not be visible, and the visible modification (i.e., the stairway access structures) would be minor in comparison to the much larger gantry crane.

4.2.2 Conclusion

Refinement 1 would not change the less-than-significant impact conclusion for Impact AES-4 identified and analyzed in the Final EIR, substantially increase the severity of the previously identified significant impacts (Impacts AES-1 through AES-3) analyzed in the Final EIR, or result in a new significant impact. All mitigation identified in the Final EIR applicable to impacts on aesthetics and visual resources would apply. Additionally, no changes in circumstances or new information of substantial importance have been identified for aesthetics and visual resources that could result in any new potentially significant impacts or a substantial increase in the severity of previously identified significant impacts on aesthetics and visual resources.

4.3 Energy (Final EIR Chapter 22)

This section discusses the project refinements as they relate to the impacts discussed in Final EIR Chapter 22, *Energy* (i.e., Impacts ENG-1 and ENG-2).

4.3.1 Refinement 2—Optimization of Tunnel Profile and Shaft Dimensions

Implementation of the lowered tunnel profile and refined shaft dimensions of Refinement 2 would result in minor changes to short-term construction-related energy impacts. The increased excavation required to lower the project tunnel profile between Lower Roberts Island and Upper Jones Tract (Table 3-2) would result in a minor increase in energy consumption for tunnel construction in this reach compared to that identified in the Final EIR. However, because the diameter of the reception and maintenance shafts (excluding the surge basin) and other tunnel shafts (Table 3-3), and the depth of the tunnel invert slab thickness would be reduced as part of this refinement, there would be a reduction in soil excavation volume of approximately 52,250 cubic yards and, thus, there would be a reduction in the consumption of energy resources (i.e., diesel, gasoline, and electricity) related to excavation for these project components relative to that identified in the Final EIR Chapter 22 (Impacts ENG-1 and ENG-2). Similarly, reducing the invert slab thickness would reduce the volume of concrete required and the duration of 24-hour tremie concrete pours at the intakes and reception and maintenance shafts, which would reduce energy consumption relative to that estimated in the Final EIR.

Therefore, overall, energy consumption due to excavation of the tunnel reaches listed in Table 3-2 would not increase from that estimated in the Final EIR because the increased excavation required to lower the project tunnel profile would be offset by the reduced amount of excavation and reduced volume of concrete required for the other project components of Refinement 2.

In addition, the lowering of the tunnel profile with Refinement 2 would not change the flow rate of water or the height of the hydraulic head that determines pumping plant operations because water would be received at the same elevation at the pumping plant (Delta Conveyance Design and Construction Authority 2022c; Delta Conveyance Design and Construction Authority 2022d) and, therefore, would not result in an increase in energy consumption as compared to that estimated in the Final EIR.

4.3.2 Conclusion

Refinement 2 would not change the less-than-significant impact conclusion for Impact ENG-1 or the no impact conclusion for Impact ENG-2 identified and analyzed in the Final EIR, or result in a new significant impact. Additionally, no changes in circumstances or new information of substantial importance have been identified for energy resources that could result in any new potentially significant impacts or a substantial increase in the severity of previously identified impacts on energy resources.

4.4 Noise and Vibration (Final EIR Chapter 24)

This section discusses the project refinements as they relate to the impacts discussed in Final EIR Chapter 24, *Noise and Vibration*. The discussion is applicable to Impacts NOI-1 and NOI-2. The discussion is not applicable to Impact NOI-3 because project facilities, and therefore the project refinements, would be outside the 60 day-night sound level (L_{dn}) noise level contour and outside the Airport Influence Area of any airports.

4.4.1 Refinement 2—Optimization of Tunnel Profile and Shaft Dimensions

Implementation of the lowered tunnel profile and refined shaft dimensions of Refinement 2 is consistent with long-term construction at Lower Roberts Island and Upper Jones Tract described in the Final EIR. Impact NOI-1 in Final EIR Chapter 24 discloses that the project will result in significant and unavoidable construction-related exceedances of daytime noise level criteria associated with the construction of project infrastructure, including tunnel shafts. The reduction in excavation and concrete pours would reduce the duration of noise impacts evaluated in the Final EIR, but construction work at the tunnel shafts would still be considered a long-term effect. Noise impacts on sensitive receptors would not increase in severity with Refinement 2 as compared to the Final EIR because construction sound levels in terms of hourly equivalent sound level (L_{eq}) values would be the same as the Final EIR. For similar reasons vibration impacts during construction would be the same as reported for Impact NOI-2 in the Final EIR because proximities of work areas to sensitive land uses would not be modified under Refinement 2.

4.4.2 Conclusion

Refinement 2 would not change the less-than-significant impact conclusion for Impact NOI-2 identified and analyzed in the Final EIR, substantially increase the severity of the previously identified significant impact (Impact NOI-1) analyzed in the Final EIR, or result in a new significant impact. All mitigation identified in the Final EIR applicable to noise and vibration impacts would apply.⁹ Additionally, no changes in circumstances or new information of substantial importance have been identified for noise and vibration that could result in any new potentially significant impacts or a substantial increase in the severity of previously identified significant impacts on noise and vibration.

⁹ Mitigation Measure NOI-1: *Develop and Implement a Noise Control Plan*, described in the Final EIR, would apply to this refinement. Additionally, the Final EIR concluded that if all eligible property owners participate in the mitigation, the impacts would be less than significant with mitigation, and the same would apply under implementation of Refinement 2.

Chapter 5

Cumulative Effects

Cumulative impacts consist of impacts that are created as a result of the combination of the project with other closely related projects that would cause related impacts (CEQA Guidelines § 15130(a)(1)). The focus under CEQA cumulative impacts is on whether the project's incremental contribution to any significant cumulative impact is cumulatively considerable and thus significant in and of itself (CEQA Guidelines § 15065(a)(3)). The related past, present, and reasonably foreseeable probable future projects and programs to be considered in the cumulative impacts analysis generally (though not always) are not components of, or outgrowths from, the individual identified projects or programs. Rather, the identified projects and programs are usually separate and distinct, often with different lead entities that may cause impacts similar to, or related to, those of the project or alternatives.

As discussed in Chapter 1, *Introduction*, CEQA requires the preparation of a subsequent EIR when substantial changes are proposed in the project or substantial changes occur with respect to the circumstances under which the project is undertaken that require major revisions of the previous EIR due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts. No substantial changes in circumstances, new significant environmental impacts, or substantial increase in the severity of previously identified significant impacts have been identified by the analysis in this Addendum. The environmental analysis provided in Chapter 4, *Environmental Analysis*, evaluates specific resource areas that could be affected by the project refinements relative to the Final EIR environmental analysis. As discussed in the individual resource-specific analyses in Chapter 4, potential effects of the refined project would not increase as compared to the Final EIR, and the impact conclusions described in the Final EIR will remain the same for the project with the project refinements evaluated in this Addendum.

Since certification of the Final EIR, some changes have occurred with respect to the reasonably foreseeable probable future projects relevant to the Final EIR's cumulative impact analysis. Specifically, one of the reasonably foreseeable probable future projects identified in the Final EIR, the Los Vaqueros Reservoir Expansion Project, is no longer reasonably foreseeable and a few other projects—including the RiverArc Project, West False River Drought Salinity Barrier Project, Mokelumne Aqueducts Replacement Project, South Delta Gates Project, and Water Plus Project¹⁰—are now considered reasonably foreseeable probable future projects. However, these changes in reasonably foreseeable probable future projects do not change the significance of the project's contribution to cumulative impacts as evaluated in the Final EIR's cumulative impact analysis and, therefore, do not constitute substantial changes in the circumstances under which the project will be undertaken that require major revisions of the Final EIR due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts.

¹⁰ RiverArc Project: www.riverarcproject.com; West False River Drought Salinity Barrier Project (<https://water.ca.gov/Water-Basics/Drought/Saltwater-Intrusion-and-Drought-Salinity-Barriers>); Mokelumne Aqueducts Replacement Project (<https://www.ebmud.com/about-us/construction-and-maintenance/construction-my-neighborhood/mokelumne-aqueducts-resiliency-project-marj>); South Delta Gates Project (<https://water.ca.gov/Programs/State-Water-Project/Operations-and-Maintenance/South-Delta-Gates-Project>); Water Plus Project (<https://www.cityofsacramento.gov/utilities/projects/waterplus>).

All of the project refinements are proposed within the project construction footprint described in the Final EIR, and all impacts associated with project refinements fall well within the envelope of impacts associated with the conservative project assumptions analyzed in the Final EIR. Considering the scope of the project refinements, the refined project's incremental contribution to cumulatively significant impacts would not increase relative to the Final EIR analyses. Thus, the project refinements do not change the cumulative analysis conclusions described in the Final EIR.

Chapter 6

Conclusion/Summary of Findings

As described in Chapter 4, *Environmental Analysis*, resource areas were assessed to determine whether the project refinements made to the Final EIR, as discussed in Chapter 3, *Description of Project Refinements*, would create new significant impacts or increase the severity of a previously identified impact in the Final EIR or otherwise create the conditions described in Section 15162 of the CEQA Guidelines that require preparation of a subsequent EIR. In consideration of currently available information, the project, as refined will not result in any new significant impacts or increase the severity of previously identified significant impacts described in the Final EIR.

Chapter 7 References Cited

- California Department of Fish and Wildlife. 2025. *California Endangered Species Act and Native Plant Protection Act Incidental Take Permit No. 2081-2024-018-00 for Construction and Operation of the Delta Conveyance Project*. February 14. Available: <https://www.deltaconveyanceproject.com/planning-processes/california-endangered-species-act/incidental-take-permit>.
- California Department of Water Resources. 2023a. *Delta Conveyance Project Final Environmental Impact Report*. Volume 1. December. (ICF 103653.0.003.) Sacramento, CA. Prepared by ICF, Sacramento, CA. Available: <https://www.deltaconveyanceproject.com/planning-processes/california-environmental-quality-act/final-eir>.
- California Department of Water Resources. 2023b. *Delta Conveyance Project CEQA Findings of Fact and Statement of Overriding Considerations*. Sacramento, CA. Available: <https://cadwr.app.box.com/s/viirli4p3bu311uayvdcwcmgfv6kfd34c>.
- California Department of Water Resources. 2023c. *Delta Conveyance Project Mitigation Monitoring and Reporting Program*. December. (ICF 103653.0.003.) Sacramento, CA. Prepared by ICF, Sacramento, CA. (Clarifying revisions made on March 11, 2025.) Available: <https://cadwr.app.box.com/s/qct5ey81zeyaxouccc25yyrotzfh2wq8>.
- California Department of Water Resources. 2024a. *Errata to the CEQA Findings of Fact for the Delta Conveyance Project*. March. Sacramento, CA. Available: <https://www.deltaconveyanceproject.com/planning-processes/california-environmental-quality-act/final-eir/final-eir-document>.
- California Department of Water Resources. 2024b. *2024–2026 Preconstruction Field Investigations Environmental Compliance, Clearance, and Monitoring Plan*. Sacramento, CA.
- California Department of Water Resources. 2025. *Addendum to the Final Environmental Impact Report for the Delta Conveyance Project*. February. (ICF 103653.0.003) Sacramento, CA. Prepared for California Department of Water Resources, Sacramento, CA. Available: <https://cadwr.app.box.com/s/q9gj97auucmj3tb8vv4493afj20cp634>.
- Delta Conveyance Design and Construction Authority. 2022a. *Volume 1: Delta Conveyance Final Draft Engineering Project Report—Central and Eastern Options*. May 2022. Sacramento, CA.
- Delta Conveyance Design and Construction Authority. 2022b. *Volume 1: Delta Conveyance Final Draft Engineering Project Report—Bethany Reservoir Alternative*. May 2022. Sacramento, CA.
- Delta Conveyance Design and Construction Authority. 2022c. Tunnel Gravity Flow Capacity Analysis (Final Draft). Technical Memorandum. *Volume 1: Delta Conveyance Final Draft Engineering Project Report—Central and Eastern Options*. May 2022. Sacramento, CA.
- Delta Conveyance Design and Construction Authority. 2022d. Hydraulic Analysis of Delta Conveyance Options – Bethany Reservoir Alternative (Final Draft). Technical Memorandum. *Volume 1: Delta Conveyance Final Draft Engineering Project Report— Bethany Reservoir Alternative*. May 2022. Sacramento, CA.

Delta Conveyance Design and Construction Authority. 2023. *Bethany Reservoir Alternative Engineering Project Report Update*. November 2023. Sacramento, CA.

Delta Conveyance Design and Construction Authority. 2025. *Final Draft Project Refinements Report*. August 2025. Sacramento, CA.

BOARD OF DIRECTORS MEETING

MINUTES

REGULAR MEETING

Thursday, May 21, 2026

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: 82210685051#, <https://dcdca-org.zoom.us/j/82210685051?from=addon> at 1:30 pm.

2. ROLL CALL

Vice President Tony Estremera chaired the Board Meeting in President Martin Milobar's absence remotely from Valley Water's headquarters. Board members in attendance from the Sacramento Public Library Board Room were Director Robert Cheng, Director John Weed, Director Jacquelyn McMillan and Director Adnan Anabtawi. Director Gary Martin participated remotely from Santa Clarita's headquarters. Alternate Director Royce Fast participated remotely on President Martin Milobar's behalf.

Alternate Directors in attendance remotely were Dennis LaMoreaux and Sarah Palmer; the Board Clerk captured their attendance for the record.

DCA staff members in attendance were Graham Bradner, Josh Nelson, Jessyca Sheehan, and Adrian Brown.

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

3. CLOSED SESSIONS

No public comment requests were received for this item.

4. OPEN REGULAR MEETING & PLEDGE OF ALLEGIANCE

Vice President Tony Estremera opened the regular session at approximately 2:14 p.m. and asked Josh Nelson, DCA General Counsel, to report out on closed session. There were no reportable actions.

5. PUBLIC COMMENT

No public comment requests were received for this item. Vice President Estremera closed the public comment item.

6. APPROVAL OF MINUTES: April 16, 2026, Regular Board Meeting

Recommendation: Approve the April 16, 2026, Regular Board Meeting Minutes

Motion to Approve Minutes from April 16, 2026, as

Noted: Martin
Second: Anabtawi
Yeas: Martin, McMillan, Estremera, Cheng, Anabtawi, Weed, Fast
Nays: None
Abstains: None
Recusals: None
Absent: Milobar
Summary: 7 Yeas; 0 Nays; 0 Abstain; 1 Absent. (Motion passed as MO 26-05-01).

7. DISCUSSION ITEMS:

a) **May Monthly Board Report**

Informational Item

DCA Executive Director, Graham Bradner, presented the Monthly Report for May 2026 activities to the Board. Mr. Bradner stated that DCA continues to provide engineering and environmental support to DWR, and DWR is currently engaged in Change in Point of Diversion (CPOD) hearings with the State Water Resources Control Board (SWRCB). Engineering studies are being conducted to advance the overall project design and consider potential innovations. The team is also preparing to update the cost estimate and Basis of Design Report (BODR) planned for early 2027, as well as working on the development of internal management plans, procedures, and workflows for transitioning to the delivery phase in 2027.

Regarding the budget overview, the Board of Directors approved the Fiscal Year (FY) 2025/26 budget of \$65M. DCA has committed a total of \$62M through task orders and contracts and, to date, has incurred \$41.1M. The Estimate at Completion (EAC) is \$59.5M, which is approximately nine (9) percent under budget. The work progress for vendors that have deliverables is 76% complete with 66% of the estimated budget spent. Small Business Enterprise/Disabled Veteran Business Enterprise (SBE/DVBE) committed contracts participation is nine (9) percent, and of that, seven (7) percent has been invoiced.

Outreach efforts have included advanced planning and coordination efforts for the Association of California Water Agencies conference (ACWA) in the Spring. Supported preparation and presented at DCP 2026 Annual Fieldwork Training.

Director Cheng noted that \$4.6M has been committed, only approximately 25% has been spent, and asked whether the remaining committed is expected to be spent by June.

Mr. Bradner clarified that the budget is based on conservative assumptions and reflects full expenditure under the planned activities. The program will adjust and accommodate any fluctuations in the delivery plan.

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

b) DCA Fieldwork Activities Program Update

Informational Item

Mr. Bradner introduced DCA Fieldwork Exploration Manager, Michael Sanchez, to provide an update to the Board on the status of exploration and fieldwork in both the past and present campaign.

Mr. Sanchez presented an overview of upcoming field exploration activities and plans. He emphasized that safety remains a cornerstone of the field program and reported that health and safety training was conducted on April 13th, with 76 participants attending remotely due to building access limitations. The training covered environmental awareness, cultural resources, public interaction protocols, and safety procedures, and was recorded for later distribution. He also noted the implementation of field communication protocols, including informational cards for public inquiries and a hard hat sticker system to verify completion of required training.

Mr. Sanchez provided a summary of completed work, noting that over the past four (4) years the program has conducted more than 100 borings totaling approximately 21,000 feet along with 76 cone penetration tests totaling over 12,000 feet.

Looking ahead, Mr. Sanchez outlined plans for the upcoming field season, which includes approximately 120 additional explorations to support engineering design and refinement of geologic models. He explained that fieldwork scheduling is influenced by environmental, cultural, and property access constraints, including seasonal considerations, which require a flexible and phased approach. Field activities are expected to begin June 1st, initially deploying four (4) drilling rigs and ramping up to as many as nine (9) rigs as conditions allow. He noted that adjustments may be required throughout the season to accommodate changing field conditions and maintain progress within program constraints.

During the field exploration update, Mr. Bradner clarified the scope of upcoming work, confirming that approximately 121 explorations are planned for the current campaign

through early November. He noted that, when combined with work planned for the following fiscal year, the total number of explorations is expected to be approximately 220.

Mr. Sanchez confirmed this estimate and explained that the expanded data set is essential to supporting the transition to Engineer of Record (EOR) design, providing a consistent 30% level geotechnical dataset across future project packages. He emphasized that this represents a significant effort over the next 18 to 24 months. He also noted that the current field season is constrained to conclude in early November, requiring careful scheduling within that timeframe.

Mr. Sanchez continued, emphasizing the importance of environmental compliance in field operations. He reported that the team operates under multiple permits and compliance plans and has developed digital applications to track and manage compliance commitments in real time. These tools allow field personnel to collect and record data offline, including locations, personnel, and public interactions, and upload the information once connectivity is available, ensuring accurate documentation and reporting.

Director Cheng thanked Mr. Sanchez for the overview and sought clarification regarding the relationship between planned borings and achieving a 30% design level geotechnical dataset.

Mr. Bradner clarified that the full dataset will be achieved through the combined total of explorations conducted over the current and next field seasons.

Director Cheng also inquired about field productivity, to which Mr. Sanchez explained that drilling durations vary significantly depending on depth, ranging from half a day for shallow borings to approximately ten days for deeper investigations, with cone penetration testing proceeding at a faster pace.

Director Weed asked about management and storage of geotechnical data.

Mr. Sanchez stated that field data is recorded electronically and stored within program databases, and Mr. Bradner added that multiple database systems are used to manage, analyze, and store the information within the DCA.

Director Cheng expressed support for the resumption of field activities, noting that it reflects meaningful program progress.

Mr. Bradner acknowledged the extensive coordination required to restart fieldwork activities, highlighting collaboration among engineering, environmental, and regulatory teams to ensure compliance.

Director Martin asked whether current exploration procedures are consistent with past practices.

Mr. Bradner confirmed that the core technical methods remain largely unchanged, while noting that current activities incorporate additional environmental compliance measures and monitoring requirements associated with the final Environmental Impact Report (EIR).

Director Anabtawi commended the team's ability to manage the variable pace of field operations, recognizing the challenges associated with scaling activities up and down in response to project needs and external constraints.

No further comments or questions were received from the Board.

c) **Sr. Leadership Spotlight, Greg Baughman, DCA Safety Manager**

Informational Item

DCA Safety Manager, Greg Baughman, provided an overview of his background and current responsibilities supporting the DCA to the Board. He noted more than 25 years of safety management experience across multiple industries and described his role in developing and implementing the organization's health, safety, and security programs.

Mr. Baughman reported that key deliverables for the current fiscal year include updating the Health, Safety, and Security Plan, which is currently under review, as well as completion of office safety procedures and development of the Emergency Coordination Team. He stated that these foundational programs are intended to support both current operations and future program implementation.

Looking ahead, Mr. Baughman outlined upcoming efforts, including development of contract language for large-scale security services during the implementation phase and updates to health and safety training materials. He also highlighted ongoing coordination activities, including monthly safety working group meetings with DCA, DWR, and contractors, development of a safety metrics dashboard, and regular planning meetings to review upcoming field activities and ensure compliance with site-specific safety requirements.

He noted that operational readiness reviews and safety oversight inspections are being conducted in advance of field mobilization, with site specific Health and Safety Plans established for each location. Field safety oversight activities are expected to begin in conjunction with the resumption of drilling operations starting June 1st.

Director Estremera inquired about future planning for on-site medical and health-related services for project personnel, including potential facilities such as on-site clinics.

Mr. Baughman stated that while these responsibilities would fall within the health and safety function, detailed planning is still in early stages, and further development will occur as the program advances.

Mr. Bradner added that such services are typically provided by construction contractors and will be subject to oversight and compliance review by the DCA's Health and Safety team. He noted that emergency response infrastructure, including on-site response capabilities at key project locations, is anticipated and has already been conceptually incorporated into facility planning.

No further comments or questions were received from the Board.

d) **Adopt Resolution Approving the First Amendment to the National Constructors' Group Agreement for Strategic Support Services**

Adopt Resolution

DCA Chief Contracting Officer, Adrian Brown, presented a request to amend the contract with National Constructors' Group, increasing its capacity from \$750,000 to \$1.75M. He explained that the original contract, awarded through a competitive process as part of executive support services, has proven valuable and now requires expanded capacity to support additional workshops and upcoming fiscal year activities.

Mr. Bradner provided additional context, noting that National Constructors delivers senior level expertise in areas such as constructability, cost estimating, and schedule development. He emphasized the firm's role in supporting preparation of the updated cost estimate, particularly by providing detailed and independent reviews of key components, including the base estimate, contingency, and schedule. He stated that the amendment is necessary to support anticipated workload in the coming fiscal year and maintain flexibility for future needs.

Director Cheng requested clarification on how National Constructors' work integrates with other consultants and reviewing entities.

Mr. Bradner explained that primary cost-estimating work is performed by major program vendors under separate contracts, while National Constructors operates independently under a direct contract with the DCA to provide executive-level review and validation. He noted that this creates an additional layer of internal, independent review prior to external review by the DWR and participating Public Water Agencies (PWA's). He added that the DCA coordinates this process to ensure efficient information flow and timely input from all parties.

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

Recommendation: Adopt Resolution Approval of the First Amendment to the National Constructors' Group Agreement for Strategic Support Services

Noted: Anabtawi
Second: McMillan
Yeas: McMillan, Martin, Estremera, Cheng, Anabtawi, Weed, Fast
Nays: None
Abstains: None
Recusals: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstain; 0 Absent. (Motion passed as Resolution 26-05).

8. STAFF REPORTS AND ANNOUNCEMENTS:

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

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

a. General Counsel's Report

Mr. Nelson noted that his written report was included in the meeting packet and indicated that its key points had been covered in prior agenda items.

Director Anabtawi inquired about guidance related to Board member interaction on social media.

Mr. Nelson responded that a confidential legal memorandum had been distributed to Board members prior to the meeting and encouraged members to review it. He offered to address any follow-up questions as needed.

No further comments or questions were received from the Board.

b. DCP Communications Report

DCA Communications Manager, Jessyca Sheehan, informed the Board reported that the Communications Team supported fieldwork training conducted in April, working closely with the DWR's communications staff to develop materials and provide guidance on

community and landowner engagement, ensuring that public inquiries are addressed consistently and accurately.

She noted that the team is preparing for the upcoming tour season by refreshing tour materials, including updated itineraries, route maps, posters, and visual resources to enhance the public engagement experience. She also reported participation in recent outreach events, including the ACWA Spring Conference, infrastructure and industry forums, and ongoing planning for additional engagement opportunities, including the North American Tunneling Conference.

Ms. Sheehan highlighted continued progress in developing communications materials, including new fact sheets and the upcoming quarterly newsletter, which will provide updates on DCA activities and link to new resources. She emphasized ongoing efforts to present complex information in more accessible formats, incorporating visuals and graphics based on stakeholder feedback.

She announced the launch of the updated website document library, designed to improve user experience through enhanced search functionality, filtering options, and easier access to downloadable materials. She reported steady website performance, with increased user engagement, declining bounce rates, and strong traffic to key sections including the homepage, “Work With Us” page, and document library.

On social media, Ms. Sheehan reported continued steady growth across platforms, with a notable increase in impressions on Facebook and strong engagement through LinkedIn, particularly for industry outreach. She noted that communications efforts will continue to focus on leveraging digital channels to expand reach and direct users to key resources.

Director Anabtawi inquired whether the recent website updates incorporate new ADA requirements for public agencies.

Ms. Sheehan confirmed that accessibility considerations were a key component of the website refresh, including updates to design elements such as color schemes and document formats to improve usability and compliance.

Director Weed reiterated a request for a forward-looking schedule of communications presentations and outreach activities.

Ms. Sheehan confirmed that this information had been distributed to Board members via email earlier that day and offered to address any follow-up questions.

No further comments or questions were received from the Board.

d. DWR Environmental Report

DWR Environmental Manager, Carrie Buckman, informed the Board of two (2) major regulatory updates. Regarding Delta Plan Consistency, she reported that the DCA's Certification of Consistency was appealed by ten parties, with multiple issues raised across nearly all policies. She noted that the Delta Stewardship Council issued its decision at the end of April, denying the majority of the appeals and remanding only two (2) minor issues back to the DCA. She described this as a positive outcome and stated that staff will proceed with preparing a focused certification package addressing those specific items.

Ms. Buckman also provided an update on the Water Rights process, noting that the proceeding has advanced to the protestants' rebuttal phase. Written rebuttal testimony has been submitted, and oral hearings are scheduled to begin June 1 and continue throughout the month. She explained that the process will then move to the surrebuttal phase, followed by closing briefs, indicating that the matter is approaching its final stages.

No comments or questions were received from the Board.

e. Verbal Reports, if any

None.

9. FUTURE AGENDA ITEMS:

None.

10. ADJOURNMENT:

Vice President Estremera adjourned the meeting at 3:15 p.m., remotely-Conference Access Information: Phone Number: (669) 444-9171, Code: 82210685051#, <https://dcdca-org.zoom.us/j/82210685051?from=addon>.



DCA

DELTA CONVEYANCE DESIGN
& CONSTRUCTION AUTHORITY

June 2026 Monthly Report

Activities in May 2026

Agenda Item 8a

Delivering The Future: DCA At Work

KEY UPDATES FROM ACROSS THE PROJECT

- 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 refinements; updated cost estimate and Basis of Design Report (BODR) planned for early 2027
- Development of internal management plans, procedures, and workflows for transitioning to delivery phase

Executive Summary

Actual/Forecasted Expenditures



Financials

- FY25/26 Budget = \$65.0M
- Financial Performance: EAC = \$57.3M; \$62.2M committed; \$46.1M incurred
- Work Progress: 85% complete vs. 82% estimated spent
- SBE/DVBE Participation: 9% of committed contracts; 8% of invoiced to date

Procurements

- Programmatic Geotechnical Services – proposals due June 29, 2026

Outreach

- Exhibited and participated in ACWA Spring Conference
- Refreshed DCP Tour MapBook and posters
- Finalizing new fact sheets and translations



Activities and Highlights

TECHNICAL SERVICES	LAND ACQUISITION	ENVIRONMENTAL
MAY 2026 HIGHLIGHTS		
<ul style="list-style-type: none"> • Draft Basis of Design Report (BODR) was issued for DCO and PWA review on May 18, reviews are scheduled to be completed by end of June • Preparation of the Class 3 Cost Estimate in progress • Fieldwork planning underway and managing toward June 1 start of on-site exploration work 	<ul style="list-style-type: none"> • Coordinated on Temporary Entry Permit/Court Order Entries (TEPs/COES) with the Geotechnical team and DCO for pre-investigation field clearances • Coordinated with DCO and DCA Survey Manager on boundary surveys • Coordinated with Technical Services team on upcoming Geotech explorations for next fiscal year • Developed the Real Estate Acquisition Workplan Outline 	<ul style="list-style-type: none"> • Coordinated with DCO and Technical Services to provide input to the Pre-implementation Phase Authorization studies related to field investigations under the California Department of Fish and Wildlife ITP • Supported ongoing CPOD hearings at the State Water Resources Control Board and Delta Plan Consistency Determination with the Delta Stewardship Council
ONGOING		
<ul style="list-style-type: none"> • Continue to advance the BODR and Baseline (Class 3 Cost Estimate, schedule, and risk) for release in Q2/2027 • Continue to manage the delivery of Geotechnical field investigations and survey activities scheduled through end of 2026 • Continue to support permitting activities – CPOD and CEQA 	<ul style="list-style-type: none"> • Manage development for temporary access rights to support field explorations and surveying • Continue to receive title reports • Continue to work with DCO on refinements to real estate process • Review the updated parcel list with the new prioritization of projects based on updates to the program schedule 	<ul style="list-style-type: none"> • Continue coordination with the Technical Services team to update the Environmental Commitment Tracking and Reporting program, including use of BEACON and BODR preparation items • Continue coordination with Technical Services team to confirm interpretation of environmental commitments and ensure include of environmental compliance with the environmental commitments in the BODR sections

Activities and Highlights

PROGRAM SUPPORT	COMMUNICATIONS	LEGAL	EXECUTIVE OFFICE
MAY 2026 HIGHLIGHTS			
<ul style="list-style-type: none"> • Drafted Schedule Management Plan Update to include Delivery Phase • Worked with Technical Services to develop draft Delivery Phase Organization • Held Programmatic Risk Workshops internally and with DCO • Presented updated Contract Management Plan for review 	<ul style="list-style-type: none"> • Exhibited and participated in ACWA Spring Conference • Refreshed DCP Tour MapBook and posters • Finalized Bethany Complex Fact Sheet 	<ul style="list-style-type: none"> • Continued to support on-going DCA activities 	<ul style="list-style-type: none"> • Continued participation in the JEPA negotiations with the PWAs and DWR • Continued to work with the Finance Committee for FY26/27 Budget Review, Refinements and Recommendation • Planned for and participated in industry events
ONGOING			
<ul style="list-style-type: none"> • Continue to develop Delivery Phase Schedule and PMO Cost Estimate • Preparing for Cost Estimating Workshop #5 Process and Approach for Program Management Office and Soft Costs • Continue to develop and refine Programmatic Risks 	<ul style="list-style-type: none"> • Finalizing new fact sheets and translations • Preparation for North American Tunneling Conference • Developing of new DCA Outreach Folders • Developing PowerPoint template for team presentations; updating templates with new visuals 	<ul style="list-style-type: none"> • Continue supporting legal needs for DCA and DWR • Assist Program Support and Executive Office with procurement and contract management efforts. 	<ul style="list-style-type: none"> • Plan and participate in industry events and PWA Board Meetings to provide DCP updates • Plan and coordinate the June DCA Finance Committee Meeting for FY26/27 Final Budget Review and Recommendation • Continue JEPA negotiation workshops with PWAs and DWR

Communications Dashboard: May 2026

Upcoming

- Distribute DCA Quarterly Newsletter
- Attend and exhibit at North American Tunneling Conference
- Finalize new fact sheets and translations

Activities

- Exhibited and participated in ACWA Spring Conference
- Refreshed DCP Tour MapBook and posters
- Supported communications coordination for geotechnical field activities restarting in June
- Finalized Bethany Complex Fact Sheet

Website & Social Media

Website Sessions	1,907
Pageviews	4,418
Posts	8
Followers	4,823
Post Impressions	2,234
Reactions	86

Materials

New Materials:

- Bethany Complex Fact Sheet
- DCP Tour MapBook
- DCP Tour Posters

In Development

- DCA Outreach Folder
- Internal PowerPoint Template
- Why DCP is Different Fact Sheet
- Palmdale Water District and Kern County Water Agency Fact Sheet

Events

- ACWA Spring Conference
 - Palmdale DCP Tour
 - Construction Network Water Panel
- Upcoming:** North American Tunneling Conference, DCA All Staff Tour, SoCal Water Coalition Quarterly Meeting, SoCal BIA Water Conference



Budget | SUMMARY

FY25/26 DCA budget has been approved at \$65.0M (Table 1). We are currently forecasting an Estimate at Completion (EAC) budget of \$57.3 (Table 1), \$7.7M below the approved budget. Planned Geotechnical work has been reinstated and is now included in the EAC. The DCA has committed \$62.1M (details in Tables 2 and 3) and has incurred \$46.1M in expenditures since July 1, 2025 (details in Tables 2 and 3). The increased underrun in the budget is due to multiple considerations including slower less than planned expenditures on geotechnical and survey work, property access delays, and release of the remaining unallocated reserve. Planned vs. Actual cash flow curves are shown in Figure 1.

Table 1 | Monthly Budget Summary (FY 25/26)

	Original Budget	Current Budget	Current Commitments	Incurred to Date	EAC	Variance (Surplus)/Deficit
Program Management Office						
Executive Office	\$ 5,002,300	\$ 7,002,300	\$ 6,844,289	\$ 4,779,198	\$ 5,932,089	\$ (1,070,211)
Community Engagement	1,449,000	1,449,000	1,555,946	1,310,723	1,528,546	79,546
Program Controls	6,956,000	6,956,000	7,075,809	4,333,551	6,942,609	(13,391)
Administration	5,678,600	5,678,600	5,892,801	4,563,052	5,604,801	(73,799)
Procurement and Contract Administration	950,900	950,900	900,215	649,378	883,815	(67,085)
Property	1,269,600	1,269,600	1,268,695	480,975	614,695	(654,905)
Permitting Management	2,765,000	2,765,000	2,567,114	1,798,520	2,443,114	(321,886)
Health and Safety	400,100	400,100	402,258	290,460	383,658	(16,442)
Quality Management	541,200	541,200	541,190	341,837	478,390	(62,810)
Sustainability	424,600	424,600	424,543	189,120	357,243	(67,357)
Geotechnical Management	818,100	818,100	818,305	894,845	762,305	(55,795)
Survey and Mapping Management	265,900	265,900	303,468	215,544	303,468	37,568
Program Initiation						
Engineering	\$ 27,260,600	\$ 27,260,600	\$ 26,982,820	\$ 23,862,193	\$ 27,118,820	\$ (141,780)
Program Delivery						
Project Delivery	11,218,100	7,399,421	4,626,020	1,335,375	2,563,613	(4,835,808)
Program Survey						
Survey Management	\$ -	\$ 252,029	\$ 387,029	\$ 53,067	\$ 211,029	\$ (41,000)
Survey Control Network	-	105,120	105,120	44,813	50,120	(55,000)
ROW Mapping	-	1,394,123	1,394,123	959,118	1,059,123	(335,000)
Aerial Mapping	-	67,407	67,407	12,398	15,407	(52,000)
Base Topographic Mapping	-	-	-	-	-	-
	\$ 65,000,000	\$ 65,000,000	\$ 62,157,152	\$ 46,114,165	\$ 57,252,844	\$ (7,747,156)

Budget | DETAIL

Table 2 | FY 25/26 Budget Detail, 1 of 3

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	\$ 65,000,000	\$ 65,000,000	\$ 62,157,152	\$ -	\$ 46,114,165	\$ 18,885,835	74%	\$ 57,252,844	\$ (7,747,156)
Executive Office	5,002,300	7,002,300	6,844,289	-	4,779,198	2,223,102	70%	5,932,089	(1,070,211)
Executive Office	3,276,700	5,276,700	5,255,268	-	3,890,448	1,386,252	74%	4,748,068	(528,632)
Legal	520,000	520,000	519,979	-	197,234	322,766	38%	419,979	(100,021)
Audit	18,000	18,000	18,000	-	13,220	4,780	73%	18,000	-
Treasury	355,300	355,300	347,613	-	186,932	168,369	54%	197,613	(157,687)
Human Resources	832,300	832,300	703,429	-	491,365	340,935	70%	548,429	(283,871)
Community Engagement	1,449,000	1,449,000	1,555,946	-	1,310,723	138,277	84%	1,528,546	79,546
Management	823,900	823,900	1,184,731	-	1,031,042	(207,142)	87%	1,182,731	358,831
Community Coordination	250,000	250,000	-	-	-	250,000	0%	-	(250,000)
Outreach	375,100	375,100	371,215	-	279,681	95,419	75%	345,815	(29,285)
Program Controls	6,956,000	6,956,000	7,075,809	-	4,333,551	2,622,449	61%	6,942,609	(13,391)
Management	477,100	477,100	480,020	-	347,446	129,654	72%	461,120	(15,980)
Risk Management	349,700	349,700	349,631	-	188,015	161,685	54%	340,031	(9,669)
Cost Management	1,952,200	1,952,200	1,952,115	-	1,024,269	927,931	52%	1,933,715	(18,485)
Schedule Management	1,448,500	1,448,500	1,448,473	-	1,251,883	196,617	86%	1,421,673	(26,827)
Document Management	695,800	695,800	695,770	-	423,561	272,239	61%	679,870	(15,931)
Cost Estimating	158,300	158,300	461,647	-	406,947	(248,647)	88%	429,647	271,347
Governance	1,688,300	1,688,300	1,688,154	-	691,429	996,871	41%	1,676,554	(11,746)
Asset Management	186,100	186,100	-	-	-	186,100	0%	-	(186,100)
Administration	5,678,600	5,678,600	5,892,801	-	4,563,052	1,115,548	77%	5,604,801	(73,799)
Management	1,776,300	1,776,300	1,776,221	-	1,198,615	577,685	67%	1,744,421	(31,879)
Facilities	1,675,300	1,675,300	1,627,048	-	1,331,571	343,729	82%	1,326,048	(349,252)
Information Technology	2,227,000	2,227,000	2,489,532	-	2,032,866	194,134	82%	2,534,332	307,332
Procurement & Contract Administration	950,900	950,900	900,215	-	649,378	301,522	72%	883,815	(67,085)
Procurement Management	950,900	950,900	900,215	-	649,378	301,522	72%	883,815	(67,085)

Budget | DETAIL

Table 2 | FY 25/26 Budget Detail, 2 of 3

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
Property	1,269,600	1,269,600	1,268,695	-	480,975	788,625	38%	614,695	(654,905)
Management	-	-	-	-	-	-	0%	-	-
Property Agents	118,900	118,900	118,067	-	46,606	72,294	39%	51,067	(67,833)
Temporary Entrance Permits	826,900	826,900	660,506	-	182,661	644,239	28%	223,506	(603,394)
Land Purchase	173,800	173,800	340,122	-	251,708	(77,908)	74%	340,122	166,322
Court Ordered Entry	150,000	150,000	150,000	-	-	150,000	0%	-	(150,000)
Permitting Management	2,765,000	2,765,000	2,567,114	-	1,798,520	966,480	70%	2,443,114	(321,886)
Management	2,124,200	2,124,200	1,943,532	-	1,673,714	450,486	86%	1,964,532	(159,669)
Permit Monitoring & Compliance	640,800	640,800	623,582	-	124,805	515,995	20%	478,582	(162,218)
Health & Safety	400,100	400,100	402,258	-	290,460	109,640	72%	383,658	(16,442)
Management	400,100	400,100	400,008	-	289,460	110,640	72%	382,908	(17,192)
Security Services	-	-	2,250	-	1,000	(1,000)	44%	750	750
Quality Management	541,200	541,200	541,190	-	341,837	199,363	63%	478,390	(62,810)
Management & Auditing	541,200	541,200	541,190	-	341,837	199,363	63%	478,390	(62,810)
Sustainability	424,600	424,600	424,543	-	189,120	235,481	45%	357,243	(67,357)
Management	424,600	424,600	424,543	-	189,120	235,481	45%	357,243	(67,357)
Geotechnical Management	818,100	818,100	818,305	-	894,845	(76,745)	109%	762,305	(55,795)
Management	818,100	818,100	818,305	-	894,845	(76,745)	109%	762,305	(55,795)
Survey & Mapping Management	265,900	265,900	303,468	-	215,544	50,356	71%	303,468	37,568
Management	265,900	265,900	303,468	-	215,544	50,356	71%	303,468	37,568
Engineering	27,260,600	27,260,600	26,982,820	-	23,862,193	3,398,407	88%	27,118,820	(141,780)
Management & Administration	3,475,300	3,475,300	3,103,360	-	2,228,440	1,246,860	72%	3,201,360	(273,940)
Facility Studies	50,500	50,500	65,426	-	65,155	(14,655)	100%	65,426	14,926
Basis of Design Reports	21,091,900	21,091,900	21,005,653	-	19,899,503	1,192,397	95%	21,094,653	2,753
Program Delivery Planning	2,440,500	2,440,500	2,440,435	-	1,574,884	865,616	65%	2,436,435	(4,065)
Permit Engineering Support	202,400	202,400	367,946	-	94,212	108,188	26%	320,946	118,546

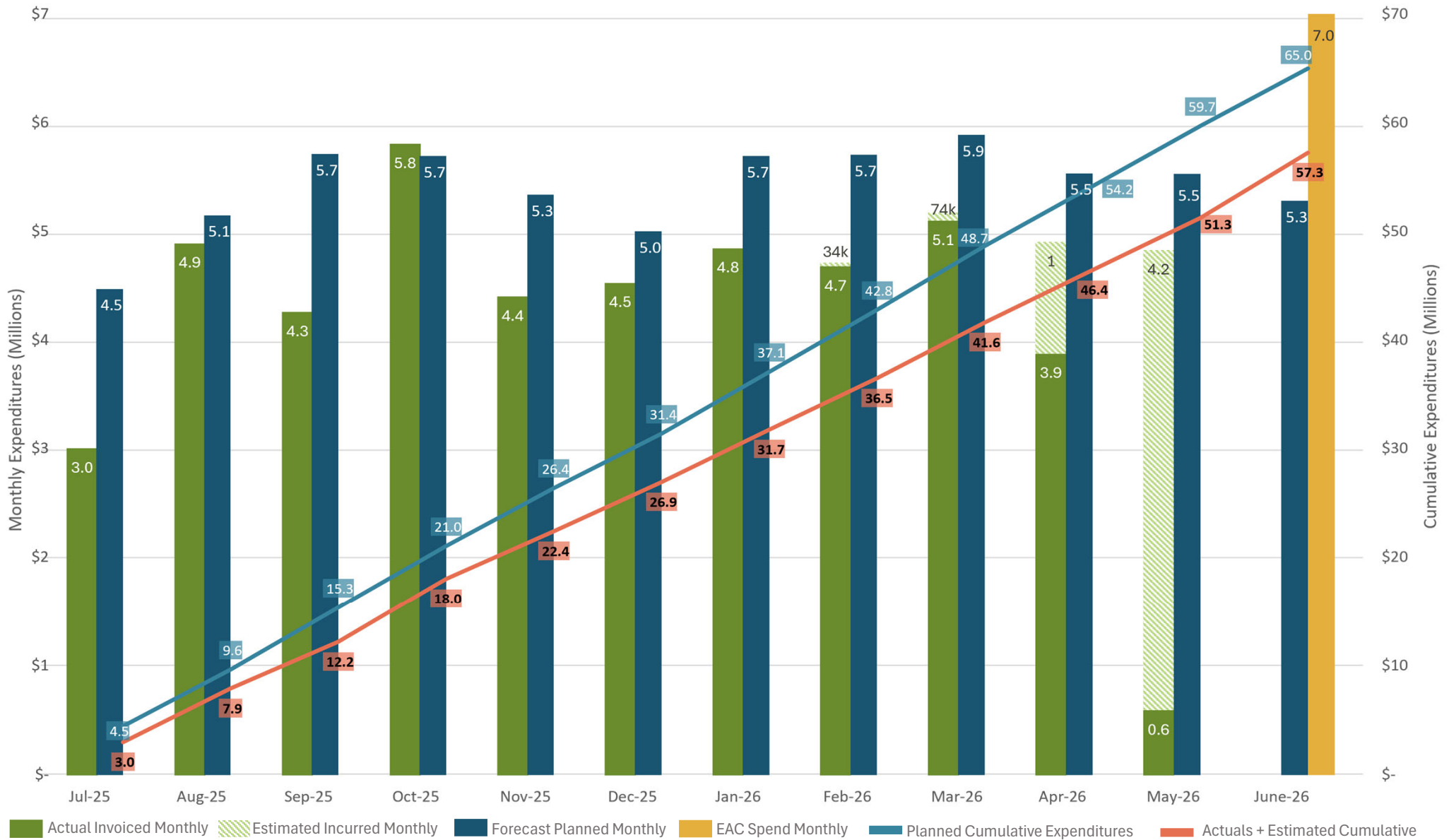
Budget | DETAIL

Table 2 | FY 25/26 Budget Detail, 3 of 3

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
Project Delivery	11,218,100	7,399,421	4,626,020	-	1,335,375	6,064,047	29%	2,563,613	(4,835,808)
Project Geotechnical	5,189,900	5,189,900	4,626,020	-	1,335,375	3,854,525	29%	4,382,292	(807,608)
Project Surveying & Mapping	1,818,700	21	-	-	-	21	0%	(1,818,679)	(1,818,700)
Undefined Allowance	4,209,500	2,209,500	-	-	-	2,209,500	0%	-	(2,209,500)
Survey Management	-	252,029	387,029	-	53,067	198,962	14%	211,029	(41,000)
Survey Management	-	252,029	387,029	-	53,067	198,962	14%	211,029	(41,000)
Survey Control Network	-	105,120	105,120	-	44,813	60,307	43%	50,120	(55,000)
Establish Survey Control Network Planning	-	105,120	105,120	-	44,813	60,307	43%	50,120	(55,000)
Survey Control Plan	-	-	-	-	-	-	0%	-	-
Field Survey Control Coordinates	-	-	-	-	-	-	0%	-	-
Survey Control Report	-	-	-	-	-	-	0%	-	-
ROW Mapping	-	1,394,123	1,394,123	-	959,118	435,005	69%	1,059,123	(335,000)
Boundary Survey / ROW Survey Support	-	1,394,123	1,394,123	-	959,118	435,005	69%	1,059,123	(335,000)
Aerial Mapping	-	67,407	67,407	-	12,398	55,009	18%	15,407	(52,000)
Aerial Survey	-	67,407	67,407	-	12,398	55,009	18%	15,407	(52,000)
Base Topographic Mapping	-	-	-	-	-	-	0%	-	-
Supplemental Topography	-	-	-	-	-	-	0%	-	-

Budget | DETAIL

Figure 1| FY 25/26 Cash Flow to Date



Contracts

Table 3 - Contract Summary (FY 25/26), 1 of 2

Description	Commitment Amount	Invoiced to Date	Percent Invoiced
Delta Conveyance	\$ 62,157,152	\$ 46,114,165	74%
e-Builder, Inc.	\$ 236,599	\$ 236,599	100%
Jacobs Engineering Group Inc.	\$ 31,531,040	\$ 27,143,984	86%
Hamner, Jewell & Associates	\$ 63,995	\$ 27,686	43%
Bender Rosenthal, Inc.	\$ 650,628	\$ 401,369	62%
Associated Right of Way Services, Inc.	\$ 54,072	\$ 18,920	35%
Michael Baker International, Inc.	\$ 135,000	\$ -	0%
Psomas	\$ 1,818,679	\$ 1,069,395	59%
Parsons	\$ 12,180,848	\$ 7,941,697	65%
Prime US-Park Tower, LLC	\$ 1,342,276	\$ 1,111,929	83%
110 Holdings dba Launch Consulting, LLC	\$ 921,619	\$ 809,971	88%
JAMBO-Silvacom LTD	\$ 39,598	\$ 36,665	93%
Best Best & Krieger	\$ 519,979	\$ 197,234	38%
Metropolitan Water District of S. California	\$ 623,750	\$ 364,308	58%
Dept of Water Resources	\$ 500,000	\$ 33,000	7%
AECOM Technical Services	\$ 4,626,020	\$ 1,335,375	29%
Gwendolyn Buchholz, Permit Engineer Inc	\$ 245,913	\$ 227,040	92%
AVI-SPL LLC	\$ 47,617	\$ 14,993	31%
Bradner Consulting LLC	\$ 629,610	\$ 575,971	91%
D.R. McNatty & Associates, Inc.	\$ 22,289	\$ 4,500	20%
Alliant Insurance	\$ 30,040	\$ 27,549	92%
Lucas Public Affairs, LLC	\$ 1,444,170	\$ 1,297,157	90%
STV Incorporated	\$ 976,570	\$ 584,105	60%
LuxBus America	\$ 18,750	\$ 7,668	41%
National Constructors' Group, Inc.	\$ 498,575	\$ 466,095	93%
CohnReznick Advisory LLC	\$ 939,126	\$ 893,045	95%
Schnabel Engineering West, Inc	\$ 519,596	\$ 107,772	21%

Contracts

Table 3 - Contract Summary (FY 25/26), 2 of 2

Description	Commitment Amount	Invoiced to Date	Percent Invoiced
Project Neutral, Inc.	\$ 482,782	\$ 443,388	92%
FlexTG LLC	\$ 34,989	\$ 27,592	79%
Municipal Resource Group, LLC	\$ 154,102	\$ 77,061	50%
Miles Treaster & Associates	\$ 18,000	\$ 10,614	59%
Matthew Ian Keogh	\$ 15,600	\$ 2,974	19%
onPar Advisors LLC	\$ 125,508	\$ 125,508	100%
Santiago Water Strategies	\$ 193,613	\$ 141,075	73%
Carahsoft Technology Corporation (HootSuite)	\$ 18,853	\$ 18,853	100%
Consolidated Communications, Inc.	\$ 24,492	\$ 17,112	70%
Heavy Construction Systems Specialist, LLC	\$ 77,220	\$ 70,200	91%
Embrava USA, Inc.	\$ 58,000	\$ 57,186	99%
A2 Strategic Procurement Solutions, LLC	\$ 73,990	\$ 59,233	80%
IT Devices Online Inc	\$ 83,712	\$ -	0%
Agreements <\$15k	\$ 179,932	\$ 129,343	72%

S/DVBE Status

FY 25/26

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
\$62,157,152	\$46,114,165	\$5,749,605	\$0	\$3,574,940	\$0	9%	0%	8%	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/DVBE % Invoiced	
AECOM Technical Services			\$4,626,020	\$1,335,375	\$0	\$0	0.0%	0.0%	
	Inspection Services, Inc.	SBE			\$0	\$0	0.0%	0.0%	
Associated Right of Way Services, Inc.			\$54,072	\$18,920	\$54,072	\$18,920	100.0%	100.0%	
Bender Rosenthal, Inc.			\$650,628	\$401,369	\$650,628	\$401,369	100.0%	100.0%	
FlexTG LLC			\$34,989	\$27,592	\$34,989	\$27,592	100.0%	100.0%	
Hamner, Jewell & Associates			\$63,995	\$27,686	\$63,995	\$27,686	100.0%	100.0%	
Jacobs Engineering Group Inc.			\$31,531,040	\$27,143,984	\$1,346,470	\$846,018	4.3%	3.1%	
	5RMK	SBE			\$142,975	\$24,762	0.5%	0.09%	
	JMA	SBE			\$720,039	\$500,520	2.3%	1.8%	
	LCI	SBE			\$138,436	\$107,445	0.4%	0.4%	
	Peter Wiseman	SBE			\$0	\$0	0.0%	0.0%	
	Robert Marshall	SBE			\$0	\$0	0.0%	0.0%	
	REY Engineers	SBE			\$275,020	\$172,486	0.9%	0.6%	
	One World GeoSolutions	SBE			\$70,000	\$40,806	0.2%	0.2%	
Lucas Public Affairs, LLC			\$1,444,170	\$1,297,157	\$326,093	\$270,258	22.6%	20.8%	
	Lunia Blue	SBE			\$326,093	\$270,258	22.6%	20.8%	
Municipal Resource Group, LLC			\$154,102	\$77,061	\$154,102	\$77,061	100.0%	100.0%	
National Constructors' Group, Inc.			\$498,575	\$466,095	\$498,575	\$466,095	100.0%	100.0%	
Parsons			\$12,180,848	\$7,941,697	\$2,620,682	\$1,439,942	21.5%	18.1%	
	Chaves	SBE			\$2,620,682	\$1,439,942	21.5%	18.1%	

Contract Procurement

Active Procurement

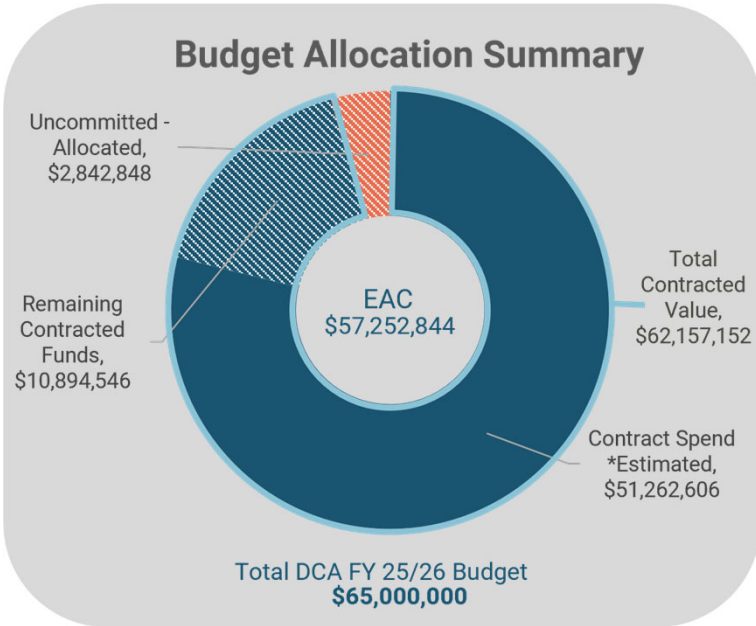
Programmatic Geotechnical Exploration & Reporting

Geotechnical investigation, testing, data derivation, and reporting services during the completion of planning and for the implementation phase of the DCP

- Proposals due June 29, 2026, by 11:00 am
- Pre-proposal Conference was held on May 11, 2026

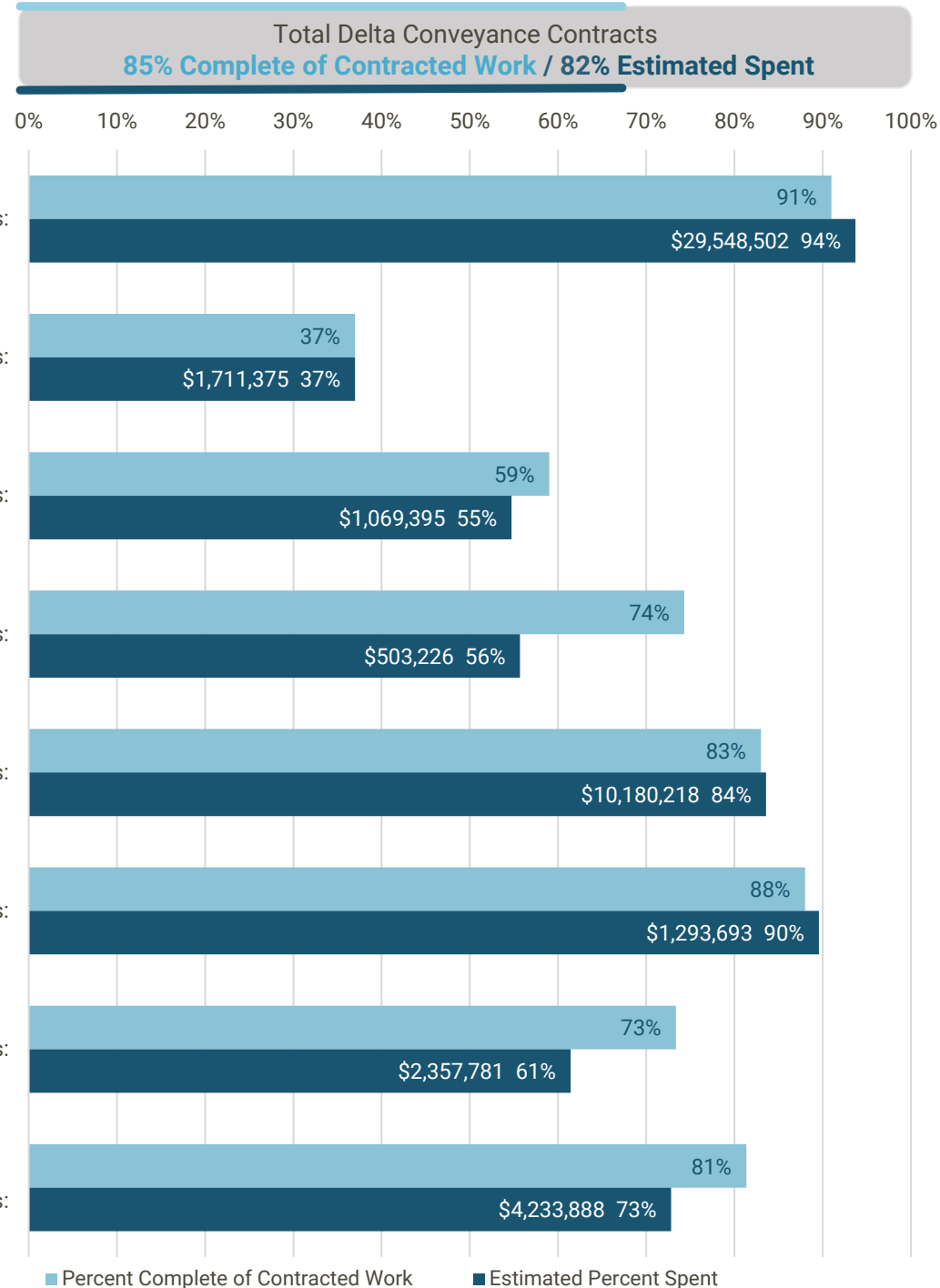
Progress Reporting

As of 5/31/2026



Progress Reporting Notes

- **'Percent Complete of Contracted Work'** represents overall progress of work completed from the beginning of the fiscal year through the most recent completed month. Overall work progress is a cost-weighted calculation of deliverable-based progress and labor effort as described in vendor agreements and updated monthly.
- **'Estimate Percent Spent'** provides an approximation of fiscal year costs through the most recent completed month. Actual costs may be revised based on invoice details. Percent calculations of expenditures are based on the amount spent compared to the contracted work for FY 25/26.





Board Memo

Contact: Sam Smalls, MWD Treasury and Debt Manager

Date: June 18, 2026, Board Meeting

Item No. 8b

Subject: Adopt Resolution Approving the Investment Policy

Summary:

Seeking Board approval of DCA's Statement of Investment Policy (Policy) for fiscal year (FY) 2026/27. Staff also seeks Board approval for the delegation of authority to the Treasurer to invest DCA's funds for FY 2026/27, 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 FY 2026/27; and delegate authority to the Treasurer to invest the DCA's funds for FY 2026/27.

Attachments:

Attachment 1 – Resolution-26-XX To Authorize The Investment Policy And Annual Delegation To
The DCA Treasurer For Fiscal Year 2026/27

Attachment 2 – Investment Policy

Attachment 3 – Investment Policy Presentation

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 26-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 2026/27**

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 2026-27 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 2026-27 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 2026-27 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 2026, 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 three hundred ninety-seven (397) 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	N/A
Federal Agency Bonds & Notes	100%	N/A	5 Years	N/A
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	397 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	<i>"AA" or its equivalent or higher by at least one NRSRO.</i>
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. (Net Invested Income/Time Weighted Invested Value) X (365/ # 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.



Statement of Investment Policy and Authority to Invest

Agenda Item 8b | June 18, 2026

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 the authority may be delegated to the Treasurer for one-year period.

Statement of Investment Policy – Key Changes

	FY2025/26	FY2026/27	Rationale
§10.4	Maximum Maturity of two hundred seventy (270) days	Maximum Maturity of three hundred ninety-seven (397) days	To align the Policy’s requirements with the current Code language.

Recommendation

- **Approve the Statement of Investment Policy for fiscal year 2026/27; and**
- **Delegate authority to the Treasurer to invest DCA's funds for fiscal 2026/27.**

Questions?



Board Memo

Contact: Graham Bradner, Executive Director

Date: June 18, 2026, Board Meeting

Item No. 8c

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.

In June 2025, the Board adopted a revised Policy that modified the rate approach. Beginning this Fiscal Year, most vendors received reimbursement for direct travel expenses. The revised Policy shifted to this approach.

Staff recommends that the DCA continue with the current direct reimbursement approach. To help facilitate this process, staff recommends amendments to the Policy to reflect best practices and lessons learned this Fiscal Year during implementation of the new process. Most importantly, the proposed Policy would:

- Policy v. Procedures: While the current Policy allows the Executive Director to adopt implementing procedures, it contains a level of detail that limit the practical effect and benefit of implementing procedures that can be revised and changed by staff as issues arise. The draft Policy would remove the implementation details to allow staff to provide those by procedure.
- DCA Hotel Rates: The current Policy allows vendors to use DCA contract rates for a number of hotels near the office. These rates are higher than the federal GSA rate for the location and recognize that most area hotels exceed the GSA rate. This amendment clarifies that vendors should use the GSA rate if available. The current Policy generally prohibits reimbursement for parking at the DCA office. This amendment would allow parking at the DCA office if used instead of more expensive hotel parking.
- TDA Adjustment: Some staff receive a temporary duty assignment (TDA) payment instead of reimbursement. These are staff regularly commuting to the DCA Sacramento Office from a

remote home office location and staying in a non-primary residence. The TDA amount was determined through a benchmarking process that involved reviewing market rents, rental car amounts, and other costs. This amendment would allow the DCA to adjust the TDA amount by an inflationary factor instead of a new benchmarking if warranted. Staff anticipates using inflation adjustments for most years and conducting a new benchmark on a multi-year interval to ensure costs remain consistent with market realities.

- Deductions for Non-Compliance: The DCA currently disallows or deducts portions of reimbursement requests for non-compliance. This amendment expressly clarifies this approach for non-compliance.

The enclosed resolution adopts the proposed amended Allowable Travel Expenses Policy. A redline is enclosed for reference. In addition, a clean and redline version of the proposed staff administrative procedures have been included for reference. The redline compares the proposed procedures to the current Policy. Staff would adopt and make further changes to the procedures as needed.

Recommended Action:

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

Attachments:

Attachment 1 - Draft Resolution 26-XX

Exhibit A – Amended Delta Conveyance Design And Construction Authority Allowable Travel Expenses Policy (Clean)

Attachment 2 - Allowable Travel Expenses Policy (Redline)

Attachment 3 - Allowable Travel Expenses Procedures (Clean)

Attachment 4 - Allowable Travel Expenses Procedures (Redline)

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 26-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 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

Exhibit A

Amended 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.

Vendors shall comply with this Policy. This Policy outlines two options for allowable travel expenses: (I) reimbursement for actual expenses in compliance with applicable implementing procedure 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 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 or non-DCA portion of any trip;
- Political contributions or events;
- Personal travel expenses occurring in relation to work travel;
- 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 pre-approval by the DCA.

OPTION I – ACTUAL EXPENSES

Under Option I, Vendors shall receive reimbursement for actual expenses after they are incurred. All travel expenses must be related to DCA business. Generally, this will be limited to workdays. However, if a Vendor is requested by the DCA to perform services on the weekend or if individuals are on-site for consecutive weeks, expenses for Saturday and Sunday shall be reimbursable. All travel shall be consistent with the Policy and otherwise necessary for the DCA. Failure to comply may result in deductions from invoices or repayment to the DCA. Deductions may result in disallowing the claimed costs or reducing them to amounts permitted by this Policy and applicable procedures.

BILLING AND SUPPORTING DOCUMENTS

Vendors shall submit all supporting documents for expenses (receipts, invoices, travel itineraries, etc.). Vendors shall maintain records as necessary to ensure compliance with audit requirements.

FEDERAL GENERAL SERVICE ADMINISTRATION (“GSA”)

Expense reimbursements in this Policy are generally based on the GSA rates and policies. 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. M&IE includes tax and gratuities, and no separate reimbursement will be made for those costs. M&IE for partial day and travel days shall be reimbursed under GSA requirements.

LODGING EXPENSES

Vendors who incur overnight lodging expenses in accordance with this Policy will be reimbursed on an actual cost basis.

Lodging reimbursement will generally be limited to the GSA lodging rate for the location in question. However, lodging costs may exceed the GSA lodging rate if the GSA lodging rate is unavailable and (1) the Vendor utilizes a DCA contract rate for hotels in the Sacramento area or (2) the Vendor utilizes a conference rate when attending a conference on behalf of the DCA. If the DCA contract rate or conference rate (when attending a conference) is unavailable, DCA may approve an alternative rate in advance. The DCA will generally not reimburse Vendors for cancelled or unused lodging. Lodging will not be reimbursed for trips of less than 50 miles one-way.

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: Taxi/Uber/Lyft/rideshare service may be utilized when it is the most economical method of travel. M&IE includes gratuities, and those costs are not separately reimbursable.

Car Rental: Car rentals may be utilized when they are the most economical method of travel. Insurance for collision and personal liability is the responsibility of the Vendor and shall not be reimbursed. Rental car gasoline may be reimbursed. Mileage will not be reimbursed. Parking may be reimbursed consistent with this Policy.

Mileage Reimbursement: Personal or business vehicles may be utilized when they are the most economical method of travel. Mileage reimbursements are based upon the actual number of miles driven for DCA related trips and will be paid at the current Internal Revenue Service ("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. Mileage may also be reimbursed for any official DCA business.

Parking: Parking may be reimbursed provided that the DCA will not reimburse staff for parking at the DCA Sacramento Office, unless staff utilizes parking at the DCA Sacramento Office instead of parking at a hotel.

Tolls: Bridge tolls will be reimbursed at actual cost. 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 at reasonable costs consistent with applicable market prices. Additional fees for items such as early check-in/boarding or upgraded seat assignments are not reimbursable.

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 TDA amount may be adjusted in future years to reflect inflation or through a new calculation.

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

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~~ shall comply with ~~the terms of~~ this Policy. This Policy outlines two options for allowable travel expenses: (I) reimbursement for actual expenses in compliance with applicable implementing procedure 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 or non-DCA portion of any trip;
- Political contributions or events;
- Personal travel expenses occurring in relation to work travel;
- 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;

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

- 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~~pre-approval by the DCA.

OPTION I – ACTUAL EXPENSES

Under Option I, Vendors shall receive reimbursement for actual expenses after they are incurred. All travel expenses must be related to DCA business. Generally, this will be limited to workdays. However, if a Vendor is requested by the DCA to perform services on the weekend or if individuals are on-site for consecutive weeks, expenses for Saturday and Sunday shall be reimbursable. All travel shall be consistent with the Policy and otherwise necessary for the DCA. Failure to comply may result in deductions from invoices or repayment to the DCA. Deductions may result in disallowing the claimed costs or reducing them to amounts permitted by this Policy and applicable procedures.

BILLING AND SUPPORTING DOCUMENTS

Vendors shall submit all supporting documents for expenses (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.~~ Vendors shall maintain records as necessary to ensure compliance with audit requirements.

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~~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~~M&IE includes tax and gratuities, and no separate reimbursement will be made for those costs. M&IE for partial day and travel days shall be reimbursed under GSA requirements.

~~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~~

Formatted: ListParagraph_1, Indent: Left: 0.25", Hanging: 0.25", Add space between paragraphs of the same style, No bullets or numbering

Formatted: ListParagraph_1, Add space between paragraphs of the same style, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: ListParagraph_1, Add space between paragraphs of the same style, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

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. As discussed below, DCA contract rates may be used instead of GSA rates. <https://www.gsa.gov/perdiem> may exceed the GSA lodging rate if the GSA lodging rate is unavailable and (1) the Vendor utilizes a DCA contract rate for hotels in the Sacramento area or (2) the Vendor utilizes a conference rate when attending a conference on behalf of the DCA. If the DCA contract rate or conference rate (when attending a conference) is unavailable, DCA may approve an alternative rate in advance. The DCA will generally not reimburse Vendors for cancelled or unused lodging. Lodging will not be reimbursed for trips of less than 50 miles one-way.

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.

Formatted: ListParagraph_1, Add space between paragraphs of the same style, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: ListParagraph_1, Add space between paragraphs of the same style, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.58"



~~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 may be utilized when it is the most economical method of travel. M&IE includes gratuities, and those costs are not separately reimbursable.~~

~~Car Rental: Car rentals shall be utilized when they are 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 method of travel. 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. may be reimbursed. Mileage will not be reimbursed. Parking may be reimbursed consistent with this Policy.~~

~~Mileage Reimbursement: Personal or business vehicles may be utilized when they are the most economical method of travel. Mileage reimbursements are based upon the actual number of miles driven for DCA related trips and will be paid at the current Internal Revenue Standard Service ("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. Mileage may also be reimbursed for any official DCA business.~~

~~Parking: Parking may be reimbursed provided that the DCA will not reimburse staff for parking at the DCA Sacramento Office, unless staff utilizes parking at the DCA Sacramento Office instead of parking at a hotel.~~

~~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 at reasonable costs consistent with applicable market prices.~~ 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.

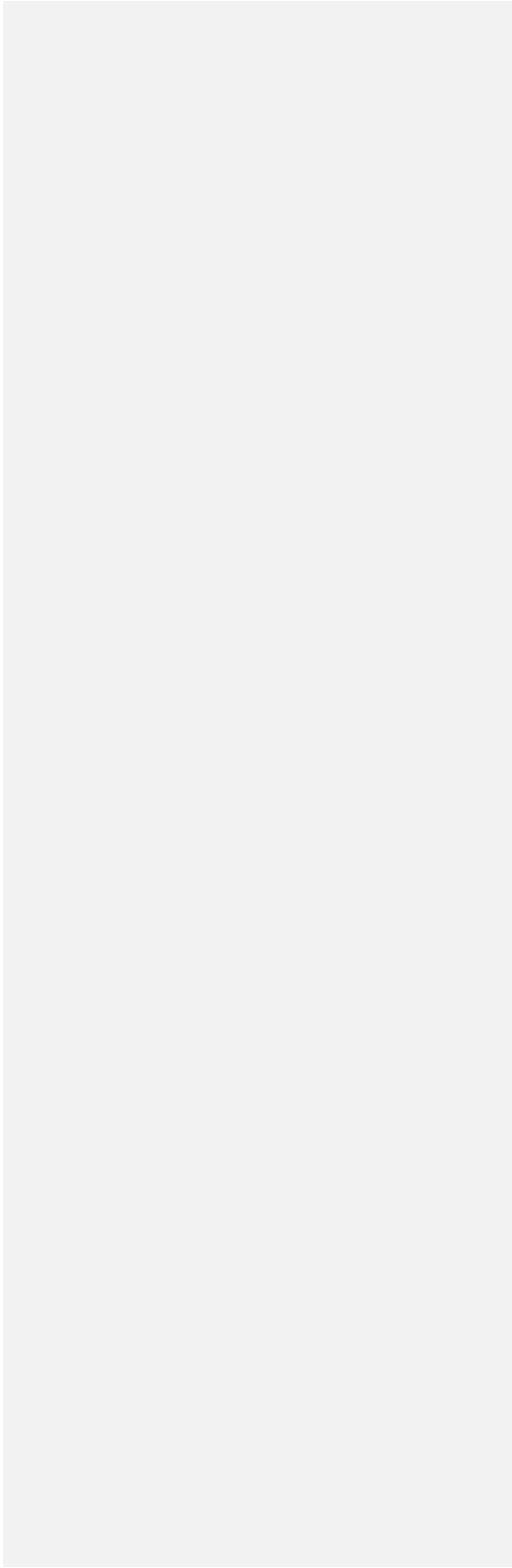
Temporary Duty Assignment (TDA): DCA may approve a lump sum TDA expense amount for Vendor staff regularly commuting to the DCA Sacramento Office from a remote home office location and staying in a non-primary residence. The TDA, if applicable, shall be included in the Vendor agreement or task order and 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 amount may be adjusted in future years to reflect inflation or through a new calculation.~~

~~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.



Summary report:	
Litera Compare for Word 11.14.1.3 Document comparison done on 6/13/2026 5:24:17 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imatege.work/imatege/45106549/1 - DCA Travel Expense Policy (agenda draft).docx	
Modified DMS: iw://bbklaw-mobility.imatege.work/imatege/45106551/1 - DCA Travel Expense Policy (June 2026 draft).docx	
Changes:	
Add	26
Delete	70
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	96



ALLOWABLE TRAVEL EXPENSES PROCEDURES

INTRODUCTION

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. On _____, ____ 2026, the Board adopted its Allowable Travel Expenses Policy (Policy). The Policy allows the Executive Director to develop, update, and maintain procedures, forms, and other template documents to assist in the administration of this Policy. These Allowable Travel Expenses Procedures (Procedures) are intended to administer and implement the Policy. All capitalized terms not otherwise defined in the Procedures shall have the definition set forth in the Policy. In the event of an inconsistency between the terms of the Policy and these Procedures, the Policy shall control.

GUIDANCE FOR OPTION I OF THE POLICY

Option I of the Policy allows Vendors to be reimbursed for actual expenses after incurred and travel has been completed, except as noted below. Generally, expenses will be limited to workdays. However, if a Vendor is requested by the DCA to perform services on the weekend or if individuals are on-site for consecutive weeks, expenses for Saturday and Sunday shall be reimbursable with pre-approval via the Consultant Travel Allowance Drawdown (CTAD) process within Trimble CTAD process demonstrating that doing so is the most economical approach or otherwise in the DCA’s best interest. The guidance below is intended to support administration and implementation of travel expense reimbursement under Option I. All travel shall be consistent with the Policy, these Procedures, and otherwise in the best interests of the DCA. Failure to comply may result in deductions from invoices or repayment to the DCA. Deductions may result in disallowing the claimed costs or reducing them to amounts permitted by the Policy and these Procedures.

INVOICES

Requests for reimbursement can be submitted with a Vendor’s labor invoice or submitted as a separate expense only invoice. Reimbursement requests should be submitted for a single calendar month in a single invoice. No Vendor portion of an invoice may exceed 225 pages. Submit additional invoices if necessary.

NON-MONETARY PURCHASES

Gift cards, promotions, rewards, or similar, alternative forms of non-monetary payment shall not be used for travel in support of DCA business. Air travel credits for DCA travel may be utilized when prior, planned travel to the DCA was cancelled or rescheduled. Original receipts for cancelled travel should be provided with new travel receipt when seeking reimbursement.

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. Vendors shall not commingle non-DCA and DCA receipts and supporting documentation. Unless otherwise provided below or by Vendor agreement or task order, all expenses shall be reimbursed at actual cost.

FEDERAL GENERAL SERVICE ADMINISTRATION ("GSA")

Except as set forth in the Policy or these Procedures, expense reimbursements are based on the GSA rates and policies. GSA resources can be located on the GSA website at: <https://www.gsa.gov/travel>.

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.

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. 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 website.

- 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 Los Angeles, CA on 06/20 and travels to Sacramento, CA. Vendor works a full day in Sacramento on 06/21. Vendor leaves Sacramento on 06/22 back to Los Angeles, CA.

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

* Based on FY 2026 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 travel more than 12 hours and less than 24 hours, the Vendor’s allowance is three-quarters of the destination M&IE rate. Verification of travel times is required for reimbursement, such as notation of departure and arrival times on expense summary.

Trips of less than 12 Hours: Trips of less than 12 hours will not receive M&IE rate reimbursement.

LODGING EXPENSES

Vendors who incur overnight lodging expenses 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 reimbursement. Vendors should book their hotel reservations well in advance of travel due to limited availability and demand-based pricing. Lodging expenses are not reimbursable for trips less than 50 miles one-way.

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](#). As discussed below, DCA contract rates may be used instead of GSA rates if GSA rates are unavailable.

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 – see the Conference Section for guidance. Reimbursement for each category is discussed below:

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

Hotel rates within Sacramento will be the GSA rate (if available) or the DCA contract rate (if GSA is unavailable). 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 with preapproval through the CTAD.

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 GSA or DCA contract rate:

1. Check availability with the GSA rate at area hotels. If unavailable, check availability with the 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 and with DCA pre-approval via the CTAD.
3. If best available terms exceed DCA contract rates for downtown Sacramento region, include backup documentation demonstrating lack of availability as directed by the DCA when requesting reimbursement for actual costs in the invoice to the DCA. Failure to do so will result in a deduction to the GSA rate.

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 GSA website and inserting the zip code.
2. Check hotel availability for GSA lodging rate – request the government rate where applicable.
3. If travel is related to a DCA conference, you may utilize the conference rate. If not and if you are unable to find lodging within the maximum GSA posted rate, select the lowest cost option of at least three potential lodging options. You may submit a request for reimbursement of the excess of the GSA rate, inclusive of all supporting documentation, via the CTAD process within Trimble – see ODC Release, Section 3.02 below. Required supporting documentation should show all of rates from the three potential lodging options, including the lowest cost option. The approval of these expenses is required to be submitted with the invoice and shall reference the CTAD process number for the travel expense reimbursement.

The categories above provide the requirements for lodging reimbursement under differing scenarios. Vendors may seek reimbursement for rates below the rates set forth above. 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 the Policy and these Procedures. 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.

Expedited Fees: Generally, the DCA will not reimburse for fees associated with last minute travel arrangements. Vendors wishing to receive reimbursement shall demonstrate why fees are necessary and in the best interest of the DCA. The Executive Director will review and approve these fees in their sole discretion via the CTAD process.

Taxis or Rideshare: Taxi or rideshare services may be utilized when it is the most economical method of travel. Rideshares shall be the standard, base level for that platform, for example Uber would be the UberX and Lyft would be Standard level of service. The cost of the fare will be reimbursed with a receipt. Gratuities are included in the incidental expenses of the M&IE per diem rate, and those costs are not separately reimbursable. Gift cards, credits, rewards, or similar, alternative forms of payment shall not be used for travel in support of DCA business.

Car Rental: Car rentals may be utilized when they are the most economical method of travel, and car rentals solely used for transportation to and from the airport and DCA Sacramento office/hotel are not the most economical method of travel. Vendor shall use the most reasonable cost rental vehicle that can accommodate the travel requirements. Carpooling shall be required when feasible. If a more expensive rental option is required, Vendor must provide justification and obtain prior approval, via the CTAD process. The approval is required to be submitted with the invoice and shall reference the CTAD process number. Insurance for collision and personal liability is the responsibility of the Vendor and shall not be reimbursed. Mileage will not be reimbursed. Parking may be reimbursed consistent with the Policy and this guidance. Receipts are required for all rental car expenses; Vendors may demonstrate the need for travel to locations beyond the DCA Sacramento office/hotel by certification. Non-DCA business use of a rental car may not be combined with DCA business. Staff must arrange separate car rentals for non-DCA and DCA business.

Mileage Reimbursement: Personal or business vehicles may be utilized when they are the most economical method of travel. Mileage reimbursements are based upon the number of miles driven for DCA related trips and will be paid at the current IRS allowable mileage rate. Trips shall generally be measured from the Vendor's home office to the DCA Sacramento Office or applicable project site. Exceptions are identified in these Procedures or as otherwise granted by DCA. For trips that require air travel, mileage may be measured from the staff's residence to the airport, and back to the same residence. 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. Mileage may also be reimbursed for any official DCA business based upon Vendor scope and approval via the CTAD process.

Parking: Parking may be reimbursed provided that the DCA will not reimburse staff for parking at the DCA Sacramento Office, unless requested instead of parking at a hotel. However, the DCA shall reimburse parking for trips less than 50 miles between the DCA Sacramento Office and any location within the footprint of the approved Delta Conveyance Project. Parking may also be reimbursed for any official DCA business approved via the CTAD process. Receipts for parking are required. Valet parking should be avoided unless it is the most economical or only available option. Staff parking at hotels within walking distance of the DCA Sacramento Office are encouraged to park at the DCA Sacramento Office if doing so is the most economical option.

Tolls: Bridge tolls will be reimbursed. Receipts for bridge tolls are not required. Tolls for express lanes are not reimbursable. Location of toll should be clearly stated in the Vendor's expense summary.

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 at reasonable costs consistent with applicable market prices. The DCA may utilize the GSA's City Pair Program rates when determining market prices and will only issue partial reimbursement when flight upgrades or itineraries do not reflect a clear DCA purpose/benefit. One checked, regular size bag fee per flight may be reimbursed if the airfare does not include a checked bag. If flight accommodations are upgraded from coach or economy airfare, all applicable charges shall be paid by the Vendor and not requested for reimbursement to the DCA. Additional fees for items such as travel agency fees, early check-in, boarding or upgraded seat assignments are not reimbursable. Travel should not be dictated by a Vendor's frequent flyer preference or preferred carrier. Frequent flier miles or personal airline credits 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, class of service, etc.). Airline service fees and taxes 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 and demonstrated through aligned labor charges.

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

Personal/Non-DCA vs. DCA Travel: As set forth in the Policy, personal or non-DCA travel is not reimbursable. DCA travel is assumed to be to and from the staffer's home office and the DCA Sacramento Office. Any starting or ending location other than these shall be presumed to be non-DCA travel. Personal/non-DCA travel includes (1) social or entertainment while traveling on DCA business, (2) personal portions of any travel trip, or (3) portions of any travel trip related to non-DCA business or clients. All travel expenses, including travel within the Sacramento area when travelling to the DCA Sacramento Office, must have a legitimate business reason. Reasonable travel to and from restaurants or grocery stores for meals is a legitimate business reason. Any restaurant or grocery store within 5 miles of the applicable office location or hotel is

presumptively reasonable. Any deviations from this guidance shall be pre-approved via the CTAD process and must demonstrate how the deviation is in the best interests of the DCA.

MISCELLANEOUS

Conferences: Vendors wishing to attend a conference on behalf of the DCA shall obtain an approval via the CTAD process prior to booking travel arrangements. Reimbursable costs include registration fees, lodging and travel costs, booth/vendor fees, furniture rental, and utility costs. Registration fees and booth/vendor fees may be reimbursed after incurred but before the conference. For detailed guidance on these reimbursements please see ODC Release SOP, Section 3.02 below.

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 amounts will generally be updated each Fiscal Year, and the DCA may modify TDA amounts by (1) an inflationary factor in future years after setting an initial benchmark amount or (2) calculating a new benchmark amount. The current TDA amounts and calculation methodology is available at [\[insert link to TDA guidance memo\]](#).

TDA eligibility shall be conditioned on a certification from the staff member that (1) their primary resident is more than 50 miles from the DCA Sacramento Office and (2) they have a temporary lease within 50 miles of the DCA Sacramento Office. The Vendor and staff member shall immediately notify the DCA if either requirement is no longer satisfied. A copy of the current template TDA certification is available at [\[insert link to certification\]](#).

TDA eligibility and amounts will be set forth in the Vendor's agreement or task order. DCA will pay Vendors TDA amounts on invoices that are consistent with the agreement or task order. However, DCA shall confirm travel is occurring on the agreed upon frequency and that the staff member otherwise remains eligible for a TDA. DCA may require repayment or deduction of improperly paid TDA from future invoices.

Formatted: Centered



ALLOWABLE TRAVEL EXPENSES ~~POLICY~~PROCEDURES

~~ADMINISTRATION AND OVERVIEW~~INTRODUCTION

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 On _____, 2026, the Board adopted its Allowable Travel Expenses Policy (Policy) is intended to meet that requirement. The Policy allows the Executive Director to develop, update, and maintain procedures, forms, and other template documents to assist in the administration of this Policy. These Allowable Travel Expenses Procedures (Procedures) are intended to administer and implement the Policy. All capitalized terms not otherwise defined in the Procedures shall have the definition set forth in the Policy. In the event of an inconsistency between the terms of the Policy and these Procedures, the Policy shall control.~~

~~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;~~

Formatted: BlockText_1, Indent: Left: 0.25", Bulleted + Level: 1 + Aligned at: 0.67" + Indent at: 0.92"

Formatted: Tab stops: 5.01", Left

- ~~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.~~

GUIDANCE FOR OPTION I – ACTUAL EXPENSES OF THE POLICY

Option I of the Policy allows Vendors to be reimbursed for actual expenses after incurred and travel has been completed, except as noted below. Generally, expenses will be limited to workdays. However, if a Vendor is requested by the DCA to perform services on the weekend or if individuals are on-site for consecutive weeks, expenses for Saturday and Sunday shall be reimbursable with pre-approval via the Consultant Travel Allowance Drawdown (CTAD) process within Trimble CTAD process demonstrating that doing so is the most economical approach or otherwise in the DCA's best interest. The guidance below is intended to support administration and implementation of travel expense reimbursement under Option I. All travel shall be consistent with the Policy, these Procedures, and otherwise in the best interests of the DCA. Failure to comply may result in deductions from invoices or repayment to the DCA. Deductions may result in disallowing the claimed costs or reducing them to amounts permitted by the Policy and these Procedures.

INVOICES

Under Option I, Vendors shall receive reimbursement for actual expenses after they are incurred. Requests for reimbursement can be submitted with a Vendor's labor invoice or submitted as a separate expense only invoice. Reimbursement requests should be submitted for a single calendar month in a single invoice. No Vendor portion of an invoice may exceed 225 pages. Submit additional invoices if necessary.

NON-MONETARY PURCHASES

Gift cards, promotions, rewards, or similar, alternative forms of non-monetary payment shall not be used for travel in support of DCA business. Air travel credits for DCA travel may be utilized when prior, planned travel to the DCA was cancelled or rescheduled. Original receipts for cancelled travel should be provided with new travel receipt when seeking reimbursement.

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. Vendors shall not commingle non-DCA and DCA receipts and supporting documentation. Unless otherwise provided below or by Vendor agreement or task order, all expenses shall be reimbursed at actual cost.

FEDERAL GENERAL SERVICE ADMINISTRATION ("GSA")

~~Expense reimbursements in this Policy are generally~~ Except as set forth in the Policy or these Procedures, expense reimbursements are 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-website>.

- 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~~ Los Angeles, CA on 06/20 and travels to ~~Los Angeles~~ Sacramento, CA. Vendor works a full day in ~~Los Angeles~~ Sacramento on 06/21. Vendor leaves ~~Los Angeles~~ Sacramento on 06/22 back to ~~Sacramento~~ Los Angeles, CA.

- Day 1, 6/20: three-quarters of ~~Los Angeles~~Sacramento total M&IE Rate of \$86.00 = \$64.50 M&IE per diem allowable
- Day 2, 6/21: Full ~~Los Angeles~~Sacramento total M&IE Rate = \$86.00 M&IE per diem allowable
- Day 3, 6/22: three-quarters of ~~Los Angeles~~Sacramento 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~~2026 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. Verification of travel times is required for reimbursement, such as notation of departure and arrival times on expense summary.

Trips of less than 12 Hours: Trips of less than 12 hours will not receive M&IE rate reimbursement.

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~~reimbursement. Vendors should book their hotel reservations well in advance of travel due to limited availability and demand-based pricing. Lodging expenses are not reimbursable for trips less than 50 miles one-way.

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. As discussed below, DCA contract rates may be used instead of GSA rates. ~~<https://www.gsa.gov/perdiem> if GSA rates are unavailable.~~

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 — see the Conference Section for guidance. Reimbursement for each category is discussed below:

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

Hotel rates within Sacramento ~~may will~~ be ~~either~~ the GSA rate (if available) or the DCA contract rate (if GSA is unavailable). 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 with preapproval through the CTAD.

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 GSA or DCA contract rate:

1. Check availability with the GSA rate at area hotels. If unavailable, check availability with the 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 and with DCA pre-approval via the CTAD.
3. If best available terms exceed DCA contract rates for downtown Sacramento region, include backup documentation demonstrating lack of availability as directed by the DCA when requesting reimbursement for actual costs in the invoice to the DCA. Failure to do so will result in a deduction to the GSA rate.

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> GSA website and inserting the zip code.
2. Check hotel availability for GSA lodging rate – ~~be sure to~~ request the government rate where applicable.
3. If travel is related to a DCA conference, you may utilize the conference rate. If not and if you are unable to find lodging within the maximum GSA posted rate, ~~you~~ select the lowest cost option of at least three potential lodging options. 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~~ GSA rate, inclusive of all supporting documentation, via the CTAD process within Trimble – see ODC Release, Section 3.02 below. Required supporting documentation should show all of rates from the three potential lodging options, including the lowest cost option. The approval of the DCA ~~these expenses~~ is required to be submitted with the invoice and shall reference the CTAD process number 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.~~

Formatted: Centered

The categories above provide the requirements for lodging reimbursement under differing scenarios. Vendors may seek reimbursement for rates below the rates set forth above. 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~~the Policy.
- and these Procedures. 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.

Formatted: Indent: Left: 0.25", Hanging: 0.25", Space After: 8 pt, Line spacing: Multiple 1.08 li, No bullets or numbering

Formatted: No bullets or numbering

Expedited Fees: Generally, the DCA will not reimburse for fees associated with last minute travel arrangements. Vendors wishing to receive reimbursement shall demonstrate why fees are necessary and in the best interest of the DCA. The Executive Director will review and approve these fees in their sole discretion via the CTAD process.

Commented [SM1]: [Via the CTAD process](#)

Taxis/Uber/Lyft/ or Rideshare: ~~When it is an economical choice to use a taxi/Uber/Lyft/rideshare service for approved business travel, the~~Taxi or rideshare services may be utilized when it is the most economical method of travel. Rideshares shall be the standard, base level for that platform, for example Uber would be the UberX and Lyft would be Standard level of service. The cost of the fare will be reimbursed with a receipt. ~~M&IE includes gratuities~~Gratuities are included in the incidental expenses of the M&IE per diem rate, and those costs are not separately reimbursable. Gift cards, credits, rewards, or similar, alternative forms of payment shall not be used for travel in support of DCA business.

Car Rental: Car rentals ~~shall be~~may be utilized when they are the most economical ~~vehicle to fulfill Vendor's needs when other modes of~~method of travel, and car rentals solely used for transportation ~~are not available to~~and from the airport and DCA Sacramento office/hotel are not the most economical method of travel. Vendor shall use the most reasonable cost rental vehicle that can accommodate the 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, via~~ the Executive Director~~CTAD process~~. The approval ~~must be attached to~~is required to be submitted with the invoice and shall reference the CTAD process number. Insurance for collision and personal liability is the responsibility of the Vendor and shall not be reimbursed. Mileage will not be reimbursed. Parking may be reimbursed consistent with the Policy and this guidance. Receipts are required for all rental car expenses, ~~including for rental car gasoline;~~ Vendors may demonstrate the need for travel to locations beyond the DCA Sacramento office/hotel by certification. Non-DCA business use of a rental car may not be combined with DCA business. Staff must arrange separate car rentals for non-DCA and DCA business.

Formatted: Tab stops: 5.01", Left

Mileage Reimbursement: ~~Personal or business vehicles may be utilized when they are the most economical method of travel.~~ 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 ~~generally~~ be measured from ~~the Vendor's home office to the~~ DCA Sacramento Office ~~to the~~ applicable project site. ~~Exceptions are identified in these Procedures or as otherwise granted by DCA. For trips that require air travel, mileage may be measured from the staff's residence to the airport, and back to the same residence.~~ 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. ~~Mileage may also be reimbursed for any official DCA business based upon Vendor scope and approval via the CTAD process.~~

Parking: ~~Parking may be reimbursed provided that the DCA will not reimburse staff for parking at the DCA Sacramento Office, unless requested instead of parking at a hotel. However, the DCA shall reimburse parking for trips less than 50 miles between the DCA Sacramento Office and any location within the footprint of the approved Delta Conveyance Project. Parking may also be reimbursed for any official DCA business approved via the CTAD process. Receipts for parking are required. Valet parking should be avoided unless it is the most economical or only available option. Staff parking at hotels within walking distance of the DCA Sacramento Office are encouraged to park at the DCA Sacramento Office if doing so is the most economical option.~~

~~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. ~~Location of toll should be clearly stated in the Vendor's expense summary.~~

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 ~~at reasonable costs consistent with applicable market prices~~. The DCA may utilize the GSA's City Pair Program rates when ~~determining market prices and will only issue partial reimbursement when flight upgrades or itineraries do not reflect a clear DCA purpose/benefit. One checked, regular size bag fee per flight may be reimbursed if the airfare does not include a checked bag.~~ If flight accommodations are upgraded from coach or economy airfare, all ~~additional~~ applicable charges shall be paid by the Vendor and not ~~charged requested for reimbursement~~ to the DCA. Additional fees for items such as ~~travel agency fees,~~ early check-in, boarding or upgraded seat assignments are not reimbursable. Travel should ~~be by whichever scheduled airline offers the lowest fare and not~~ be dictated by a Vendor's frequent flyer preference or preferred carrier. Frequent flier miles, ~~or~~ 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, class of service, etc.). ~~Service~~ Airline service fees and taxes 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 and demonstrated through aligned labor charges.

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

Personal/Non-DCA vs. DCA Travel: As set forth in the Policy, personal or non-DCA travel is not reimbursable. DCA travel is assumed to be to and from the staffer's home office and the DCA Sacramento Office. Any starting or ending location other than these shall be presumed to be non-DCA travel. Personal/non-DCA travel includes (1) social or entertainment while traveling on DCA business, (2) personal portions of any travel trip, or (3) portions of any travel trip related to non-DCA business or clients. All travel expenses, including travel within the Sacramento area when travelling to the DCA Sacramento Office, must have a legitimate business reason. Reasonable travel to and from restaurants or grocery stores for meals is a legitimate business reason. Any restaurant or grocery store within 5 miles of the applicable office location or hotel is presumptively reasonable. Any deviations from this guidance shall be pre-approved via the CTAD process and must demonstrate how the deviation is in the best interests of the DCA.

MISCELLANEOUS

Conferences: Vendors wishing to attend a conference on behalf of the DCA shall obtain an approval via the CTAD process prior to booking travel arrangements. Reimbursable costs include registration fees, lodging and travel costs, booth/vendor fees, furniture rental, and utility costs. Registration fees and booth/vendor fees may be reimbursed after incurred but before the conference. For detailed guidance on these reimbursements please see ODC Release SOP, Section 3.02 below.

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

Formatted: Centered

applied to ensure the amount provided is reasonable as compared to a long-term lease of the vehicle in the current market. TDA amounts will generally be updated each Fiscal Year, and the DCA may modify TDA amounts by (1) an inflationary factor in future years after setting an initial benchmark amount or (2) calculating a new benchmark amount. The current TDA amounts and calculation methodology is available at [insert link to TDA guidance memo](#).

TDA eligibility shall be conditioned on a certification from the staff member that (1) their primary resident is more than 50 miles from the DCA Sacramento Office and (2) they have a temporary lease within 50 miles of the DCA Sacramento Office. The Vendor and staff member shall immediately notify the DCA if either requirement is no longer satisfied. A copy of the current template TDA certification is available at [insert link to certification](#).

TDA eligibility and amounts will be set forth in the Vendor’s agreement or task order. DCA will pay Vendors TDA amounts on invoices that are consistent with the agreement or task order. However, DCA shall confirm travel is occurring on the agreed upon frequency and that the staff member otherwise remains eligible for a TDA. DCA may require repayment or deduction of improperly paid TDA from future invoices.

~~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.~~

Formatted: Tab stops: 5.01", Left

Summary report:	
Litera Compare for Word 11.14.1.3 Document comparison done on 6/13/2026 5:23:31 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imatege.work/imatege/45106549/1 - DCA Travel Expense Policy (agenda draft).docx	
Modified DMS: iw://bbklaw-mobility.imatege.work/imatege/45106550/1 - DCA Travel Expense Procedures (June 2026 draft).docx	
Changes:	
Add	93
Delete	90
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	183



Board Memo

Contacts: Adrian Brown, Chief Contracting Officer and Josh Nelson, General Counsel

Date: June 18, 2026, Board Meeting

Item No. 8d

Subject:

Consider Passing a Resolution Approving the Continued Use of the Gwendolyn Buchholz, Permit Engineer, Inc. Agreement and its 1st Amendment for On-Call Environmental Planning and Support Consulting Services and to issue Task Orders above \$250,000.

Summary:

Ms. Gwendolyn Buchholz (Gwendolyn Buchholz, Permit Engineer, Inc.) provides the DCA with On-Call Environmental Planning and Support Consulting Services. She presently serves as the Environmental Division Manager. In this capacity, Ms. Buchholz provides input and key background knowledge (and historical information) for the DCA.

Ms. Buchholz's services were initially engaged by way of the consulting agreement, as a result of a competitive solicitation, with Jacobs for Technical Services (Originally Engineering Design Services). In recent years, Ms. Buchholz has become semi-retired and started her own company (Permit Engineering), upon which the DCA secured her continued services through a direct contract. This contract was approved by the Executive Director as the anticipated value of annual task orders was below \$250,000.

Given inflation and expected increases in workload, future task orders will likely exceed \$250,000 per fiscal year. This requires Board approval. This resolution would allow the DCA to continue to contract with Permit Engineering and would permit the issuance of annual task orders over \$250,000 consistent with approved budgets. This resolution further makes direct contract findings.

For reference, enclosed is a copy of the original agreement and its first amendment for On-Call Environmental Planning and Support Consulting Services. The agreement as amended has a term of July 1, 2022 through June 30, 2029, with a maximum compensation of \$1,050,000.

Recommended Action:

Adopt the attached Resolution authorizing the Executive Director to continue to use the enclosed Gwendolyn Buchholz, Permit Engineer, Inc. Agreement for On-Call Environmental Planning and Support Consulting Services, its first amendment, and to issue Task Orders related to the agreement in the amount above \$250,000 annually consistent with budgeted amounts.

Attachments:

Attachment 1 - Resolution 26-XX

Exhibit A - Gwendolyn Buchholz, Permit Engineer, Inc. Agreement for On-Call Environmental Planning and Support Consulting Service

Exhibit B - First Amendment to the Gwendolyn Buchholz, Permit Engineer, Inc. agreement for On-Call Environmental Planning and Support Consulting Service

Attachment 2 – Sole Source Memo and DCO Concurrence Email for Gwendolyn Buchholz, Permit Engineer, Inc.

BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

RESOLUTION NO. 26-XX

Introduced by Director XXXX

Seconded by Director XXXX

CONTINUED USE OF AGREEMENT WITH GWENDOLYN BUCHHOLZ, PERMIT ENGINEER, INC. FOR ON-CALL ENVIRONMENTAL PLANNING AND SUPPORT SERVICES AND ISSUANCE OF TASK ORDERS ABOVE \$250,000

Whereas, the Delta Conveyance Design and Construction Authority (DCA) and Permit Engineer, Inc. (Consultant) entered into an Agreement for On-Call Environmental Planning and Support Consulting Services, dated June 14, 2022 (Agreement), as subsequently amended; and

Whereas, Consultant provides key services required by DCA, and has developed significant institutional knowledge of DCA’s programs and operational and management requirements; and

Whereas, DCA executed a subsequent direct contract with Consultant under the terms of the DCA’s procurement policies and procedures given Consultant’s key personnel’s unique skills, knowledge, and familiarity with the DCA and Delta Conveyance Project; and

Whereas, DCA desires to increase the maximum Task Order value for each new Task Order for an amount above \$250,000; and

Now, therefore, be it resolved that the findings stated above are true and correct and are hereby adopted by the DCA Board, including the justification for a direct contract.

Be it further resolved that the DCA Board authorizes the Executive Director to continue to use of the agreement, as set forth in Exhibit A, and its amendment, as set forth in Exhibit B, for On-Call Environmental Planning and Support Consulting Services and to issue Task Orders related to the agreement in the amount above \$250,000 annually consistent with budgeted amounts .

* * * * *

This Resolution was passed and adopted this 18th day of June, 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary

Exhibit A

Gwendolyn Buchholz, Permit Engineer, Inc. Agreement for On-Call Environmental Planning and Support Consulting Service

[attached behind this page]



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

AGREEMENT NO. 220002

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 Gwendolyn Buchholz, Permit Engineer, 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 a joint powers agreement, dated May 14, 2018, to actively participate with the California Department of Water Resources in those activities identified in the agreement (“Project”).
2. The DCA requires the services of Consultant(s) to provide On-call environmental planning and support consulting 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 environmental planning and support consulting services as described in this Agreement, the Consultant, including their affiliates, subsidiaries, and/or affiliated construction contractors, and sub-consultants providing key personnel will be precluded from proposing on other services for the Project or bidding on construction projects for the Project.
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. Task Orders will be issued on a form substantially similar to the sample form attached hereto as **Exhibit B**.



c. [APPLICABLE ONLY IF CONSULTANT IS AN ACTIVE OR RETIRED CALPERS MEMBER.] Based on California Public Employees Retirement System (CalPERS) and Public Employees Pension Reform Act (PEPRA) regulations, as a retired employee, Consultant is limited to 960 working hours per fiscal year. Therefore, the DCA shall require Consultant to provide an accounting of all hours worked in each fiscal year to provide to CalPERS as required by these regulations. The reporting of hours shall be coordinated through the Agreement Administrator. It is Consultant's responsibility to ensure that hours are provided accurately and it is the DCA's responsibility to ensure that Consultant's hours are reported to CalPERS accurately. The DCA will also monitor Consultant's total work hours to ensure work is not assigned in excess of 960 hours in a fiscal year.

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, 2022 through June 30, 2025, subject to earlier termination pursuant to the terminations provisions set forth herein.

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

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Ms. Gwendolyn Buchholz, who shall administer all work under this Agreement and shall coordinate directly with the DCA. Any substitution of key personnel must be approved in advance by the DCA's Agreement Administrator and the Agreement shall be amended to reflect the changes.

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. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. 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.

b. 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.

c. 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, the DCA will compensate Consultant in accordance with the Fee Schedule, attached hereto as **Exhibit C**. The Fee Schedule may be modified through issuance of a Task Order where modified compensation terms for the task order work have been agreed to.

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 \$250,000 per year. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$200,000 annually. 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, 24th Floor, 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 then effective Multiplier, 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 45 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 a 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 the 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. 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.

18. 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. 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 10 work days prior to the first proposed work start date on the DCA's premises. 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.

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.

c. 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.

d. Consultant shall notify the DCA within five (5) days of any employee's departure (including termination or resignation) from the Project.

19. 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, including Jacobs Engineering Group Inc., 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.

20. 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 20. 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 20:

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. 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.

iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession with limits not less than \$1,000,000 per claim and aggregate. Coverage shall apply specifically to all professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of design and/or project construction management activities, and no later than the date on which



the RFQ was issued. Consultant agrees to maintain this required coverage for a period of no less than five (5) years after Substantial Completion or to purchase an extended reporting period for no less than five (5) years after Substantial Completion.

c. General Requirements for All Insurance

i. Verification of Coverage: The required evidence of insurance shall be received and approved by the DCA prior to the commencement of work. Consultant shall email to the DCA's Agreement Administrator and 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 20. 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 20 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 20. 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 required hereunder, except for Professional Liability, shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits below those required herein except after thirty (30) days prior written notice has been given to the DCA to the attention of DCA Document Control, except for nonpayment of premium for which 10-day notice shall be provided. In the event Consultant's policies required under this Agreement do not provide the notice required herein, Consultant shall be responsible for providing 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 20, 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 19, 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 20 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 20 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.

21. 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.

22. 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.

23. 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.



24. 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).

25. 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.**

26. 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.**

27. 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.

28. 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.

29. 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.



30. 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.

31. 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.

32. 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.

33. 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).



34. 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.

35. 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:

DELTA CONVEYANCE DESIGN AND
CONSTRUCTION AUTHORITY

GWENDOLYN BUCHHOLZ, PERMIT
ENGINEER, INC.

980 9th Street, 24th Floor
Sacramento, CA 95814
Attention: Agreement Administrator

5408 Stonehurst Drive
Martinez, CA 94553
Attention: Ms. Gwendolyn Buchholz



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

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. Joint Drafting

Both parties have participated in the drafting of this Agreement.



42. 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.

43. 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.

44. 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.

GWENDOLYN BUCHHOLZ, PERMIT ENGINEER, INC.

THE DCA

By DocuSigned by:
Gwendolyn Buchholz
78AA73385FEE455...

By DocuSigned by:
Graham Bradner
9BC169F93EBF4F0...

Print Name Gwendolyn Buchholz

Print Name Graham Bradner

Title President

Title Executive Director

Date 6/9/2022

Date 6/14/2022

(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 DocuSigned by:
Joshua Nelson
5E92EG0E46A345B...

Date 6/14/2022

ATTACHMENT 1 – Respondent's Participation Form

[NOT USED]

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. The financial interests disclosed shall be for DCA Disclosure Category **1**. 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. **Financial Conflict of Interest Prohibition:** Consultant must review the Form 700s filed by its key staff and sub-consultants and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Consultant shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides: "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

- c. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (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

Consultant shall provide the following services:

Gwendolyn Buchholtz, Permit Engineer, Inc. will provide as-requested/as-needed services to the DCA. Services may include, but are not limited to attending meetings, reviewing and commenting on documents, responding to questions, or otherwise advising staff on permit-related issues as they arise.

The term of this Purchase Order shall commence on July 1, 2022 and expire on June 30, 2025. The maximum amount payable under the terms of this Purchase Order, including expenses, will not exceed \$250,000 per year.

For the services performed and the costs incurred by Contractor under this Purchase Order, the DCA will compensate Contractor in accordance with the Fee Schedule below. Travel expenses, if any, shall be reimbursed in accordance with the DCA Allowable Travel Expenses Policy, which is available at:

<https://www.dcdca.org/wp-content/uploads/2020/11/2020-06-11-Final-Travel-Policy-V.F.pdf>

Exhibit B: SAMPLE TASK ORDER FORM

Task Order				
Task Order No.:		Agreement No.:		Revision No.:
Consultant:				
Authorized sub-consultant(s):				
Other Direct Costs: (Description and dollars)				\$
Scope of Services Required				
Deliverable Items				
Period of Performance:	From:		To:	
<input type="checkbox"/> Not to Exceed <input type="checkbox"/> Fixed Price Amount		\$		
Payment Schedule				
Approvals				
Authorized Consultant Representative:			Date:	
Agreement Administrator:			Date:	

Exhibit C: FEE SCHEDULE

Agreement No. 220002

Consultant shall bill the DCA for services rendered under this Agreement pursuant to the following requirements.

NAME	TITLE	RATE
Gwendolyn Buchholz	Owner	\$250/hour

Other direct project costs related to personnel (including software, hardware, travel, meals, lodging and transportation), and incidental direct costs (copies, mailing, etc.) shall be paid at cost with no markup allowed.

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/wp-content/uploads/2020/11/2020-06-11-Final-Travel-Policy-V.F.pdf>

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.

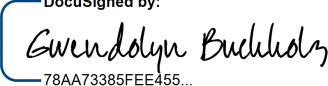
12. If Consultant obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Consultant shall substitute non-personal identifiers as soon as possible.

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. 220002 between Gwendolyn Buchholz, Permit Engineer, Inc. 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: Gwendolyn Buchholz, Permit Engineer, Inc.

Signed:  78AA73385FEE455...

By: Gwendolyn Buchholz

Its: President

Date: 6/9/2022

Exhibit B

First Amendment to the Gwendolyn Buchholz, Permit Engineer, Inc. agreement for On-Call
Environmental Planning and Support Consulting Service

[attached behind this page]



Agreement Amendment

Consultant: Gwendolyn Buchholz, Permit Engineer Inc

Agreement Number: 220002

Amendment Number: A01

Original Agreement Value:	\$750,000.00
Approved Amendment(s):	\$0.00
Agreement Amendment Amount	\$300,000.00
Revised Agreement Value:	\$1,050,000.00



THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY

1ST AMENDMENT TO AGREEMENT NO. 220002

FOR

CONSULTING SERVICES

This 1st Amendment to Agreement No. 220002, hereinafter referred to as 1st Amendment, 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 Gwendolyn Buchholz, Permit Engineer, Incorporated hereinafter referred to as Consultant.

Explanatory Recitals

1. There is now in effect between the parties an agreement entitled “Delta Conveyance Design and Construction Authority Agreement No. 220002 for Consulting Services” dated June 14, 2022 (Agreement). The Agreement provides for on-call environmental planning and support services.

2. The parties desire to amend the Agreement with this 1st Amendment to edit and update Explanatory Recitals in its entirety; Section 2. Time and Term; Section 8. Maximum Compensation; Section 9. Billings and Payments; Section 18. Access to DCA Premises; Section 35. Notices; to replace Attachment 2 – Standard Contract Provision Regarding Political Reform Act Compliance; and to replace Exhibit D, Allowable Travel Expenses.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this 1st Amendment, the parties agree as follows:

Terms of Agreement

1. Effective Date. This 1st Amendment is effective as of April 18, 2025.
2. Amendment. Explanatory Recitals Section of the Agreement is amended to read in full as follows:

Explanatory Recitals

1. The DCA is a public agency of the State of California organized under 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 to provide on-call environmental planning and 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. The DCA desires to retain Consultant, and Consultant desires to perform the services required by the DCA according to the terms set forth hereinafter.
3. Amendment. Section 2. Time and Term of the Agreement is to read in full as follows:
 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, 2022, through June 30, 2029, subject to earlier termination pursuant to the termination provisions set forth herein.
 4. Amendment. Section 8. Maximum Amount of the Agreement is to read in full as follows:
 8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$1,050,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$840,000 (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.
 5. Amendment. Section 9. Billings and Payments of the Agreement is amended to read in full as follows:
 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.

6. Amendment. Section 18. Access to DCA Premises of the Agreement is amended to read in full as follows:

18. 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.

7. Amendment. Section 35. Notices of the Agreement is amended to read in full as follows:

35. 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

Gwendolyn Buchholz, Permit Engineer,
Inc.
5408 Stonehurst Drive

Attention: Document Control

Martinez, CA 94553

Attention: Ms. Gwendolyn Buchholz

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

8. Amendment. Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance is replaced in full by a new Attachment 2 Standard Contract Provision Regarding Political Reform Act Compliance, as attached.
9. Amendment. Exhibit D Allowable Travel Expenses is replaced in full by a new Exhibit D Allowable Travel Expenses, as attached.
10. Continuing Effect of Agreement. This 1st Amendment modifies the Agreement only as expressly set forth above. This 1st Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.
11. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 1st Amendment.
12. Severability. If any portion of this 1st Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
13. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this 1st Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this 1st Amendment for all purposes. This 1st Amendment may be signed using an electronic signature.
14. Venue. This 1st Amendment shall be governed by the laws of the State of California. The venue shall be in Sacramento County.
15. Counterparts. This 1st Amendment may be signed in counterparts, each of which shall constitute an original.

Attachments:

Attachment 2 – Standard Contract Provision Regarding Political Reform Act Compliance
Exhibit D – Allowable Travel Expenses

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this 1st Amendment to Agreement 220002 as of the date last written below.

GWENDOLYN BUCHHOLZ, PERMIT ENGINEER, DCA
INC.

By: DocuSigned by:
Gwendolyn Buchholz
79AA73395FEE466...

Print Name: Gwendolyn Buchholz

Title: President

Date: 4/28/2025

By: Signed by:
Graham Bradner
9DC160F93EDF4F9...

Graham Bradner
Executive Director

Date: 4/28/2025

Attachment 2

Sole Source Memo and DCO Concurrence Email for Gwendolyn Buchholz, Permit Engineer, Inc.

[attached behind this page]

Document Control

From: Claudia Rodriguez
Sent: Thursday, May 19, 2022 3:58 PM
To: Meyers, Anthony@DWR
Cc: Michael Wuflestad; Document Control; Graham Bradner; Joshua Nelson
Subject: RE: Concurrence - PEI, Inc.

Categories: Action Item

Tony,

Thank you for the prompt response and concurrence.

Kindly,

Claudia

From: Meyers, Anthony@DWR <Anthony.Meyers@water.ca.gov>
Sent: Thursday, May 19, 2022 3:25 PM
To: Claudia Rodriguez <ClaudiaRodriguez@dcdca.org>
Cc: Michael Wuflestad <MichaelWuflestad@dcdca.org>; Document Control <doccontrol@dcdca.org>; Graham Bradner <GrahamBradner@dcdca.org>; Joshua Nelson <JoshuaNelson@dcdca.org>
Subject: RE: Concurrence - PEI, Inc.

Claudia:

The DCO agrees that it is in the State's (and the Delta Conveyance Project's) best interest to execute the contract with PEI to ensure continued support from them being that they have over 12 years' experience working on the Delta Conveyance project and other related variations and issues associated therein. This project with its inherent complexities needs experienced individuals that possess program history, which PEI does.

Sincerely,

Tony Meyers, PE
Principal Operating Officer
State Water Project

State of California
Department of Water Resources
Executive Division
715 P Street
Room 8-315
Sacramento, CA 95814

916.919.7171 Cell
anthony.meyers@water.ca.gov



From: Claudia Rodriguez <ClaudiaRodriguez@dcdca.org>

Sent: Thursday, May 19, 2022 12:26 PM

To: Meyers, Anthony@DWR <Anthony.Meyers@water.ca.gov>

Cc: Michael Wuflestad <MichaelWuflestad@dcdca.org>; Document Control <doccontrol@dcdca.org>; Graham Bradner <grahambradner@dcdca.org>; Joshua Nelson <JoshuaNelson@dcdca.org>

Subject: Concurrence - PEI, Inc.

Hello Tony,

I hope you are well.

Please see attached concurrence request for Gwen Buchholz services contract (PEI, Inc).

Please advise should you have any questions.

Kindly,

Claudia

Claudia Rodriguez

Chief of Staff

C: (916) 616-7141 | E: claudiarodriguez@dcdca.org

A: 980 9th Street, Suite 2400, Sacramento, Ca 95814

W: dcdca.org





DATE

5/20/2022

SUBJECT

***Request for
Concurrence to
Gwendolyn Buchholz,
Permit Engineer, Inc.
Agreements***

TO

Mr. Tony Meyers, PE

Executive Director
Delta Conveyance Office
1516 9th Street, 2nd Floor
Warren-Alquist Building
Sacramento, Ca 95814

Dear Mr. Meyers:

The Delta Conveyance Design and Construction Authority wishes to execute an agreement with Gwendolyn Buchholz, Permit Engineer, Inc. (PEI) to provide on-call planning and support services. The agreement will not exceed \$250,000 for this fiscal year and will not exceed this amount for future fiscal years. While the DCA generally conducts a competitive process prior to the execution of any new services agreements, its purchasing and procurement policy permits a single source procurement, in part, where a “competitive procurement could not produce an advantage, or it is impracticable to obtain what is required because of the unique, exploratory, or experimental nature of the work.” (Policy, 6(c)(3).) Non-competitive procurements require concurrence by the Delta Conveyance Office (DCO).

By this letter, the DCA requests DCO concurrence to award the agreement and similar future agreements to PEI. A non-competitive procurement is necessary as a competitive process could not produce an advantage. The DCA wishes to contract with PEI due to the unique experience and expertise of its principal, Ms. Buchholz. As you know, Ms. Buchholz has served the DCA and the Delta Conveyance project for a number of years as an employee of Jacobs Engineering. Since her retirement from Jacobs, a separate contract with PEI is required to ensure Ms. Buchholz is available to provide her unique insight to the DCA on a limited, on-call basis.

If you have any questions, please feel free to reach out and thank you for your consideration.

Regards,

Graham Bradner
DCA Executive Director

DELTA CONVEYANCE DESIGN & CONSTRUCTION AUTHORITY
980 NINTH STREET, SUITE 2400, SACRAMENTO CA 95814

888-853-8486 telephone | dcdca.org website | info@dcdca.org email

cc: DCA Document Control
DCA General Counsel, Josh Nelson
DCA Procurement, Mike Wuflestad

Board Memo

Contacts: Graham Bradner, Executive Director

Date: June 18, 2026, Board Meeting

Item No. 8e

Subject: Proposed Final Budget for Fiscal Year 2026/27

Summary:

Attached to this memo is the DCA draft budget for Fiscal Year (FY) 2026/27, including summary tables and detailed backup information. The proposed budget is \$65M and includes \$1.06M in unallocated reserve. There is an additional \$3.5M in contingency built into the Fieldwork, Geotechnical and Boundary Surveying, and Executive Support budget lines that will be released to the vendor should scope/budget changes arise. This memo is intended to provide additional details to support the Committee's review and recommendations regarding the proposed FY 2026/27 budget.

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

- Complete the systemwide Basis of Design Report and Class 3 cost estimate including independent external reviews of base estimate, contingency, and schedule
- Complete significant portion of 30% geotechnical and survey program in preparation for transition to Engineer of Record teams to takeover designs
- Advance necessary DCA systems and requirements (phased to focus on compensatory mitigation projects (CMP) final design followed by full program needs)
- Evaluate contract packaging alternatives, procurement/contract templates, and insurance program development
- Continue advancing long-lead items, such as property acquisition and power supply
- Industry outreach and engagement with vendors, consultants, and contractors

At the June 11th, 2026 DCA Finance Committee Meeting, the Committee voted by minute order to recommend that the DCA Board of Directors approve the FY 2026/27 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 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 2026/27.

Attachments:

Attachment 1 – Draft Resolution 26-XX

Exhibit A – Proposed Final FY 2026/27 Budget Summary & Detail

Attachment 2 – Presentation on FY 2026/27 Budget

**BOARD OF DIRECTORS OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 26-XX**

**Introduced by Director xxxx
Seconded by Director xxxx**

ADOPTING THE FISCAL YEAR 2026/27 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 2026/27 to the Board of Directors;

Whereas, the Board of Directors wishes to adopt the final budget for Fiscal Year 2026/27.

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

1. The Board of Directors hereby adopts the Fiscal Year 2026/27 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 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Attest:

Martin Milobar, Board President

Gary Martin, Secretary

Exhibit A

Final Budget Summary and Detail For Fiscal Year 2026/27

[attached behind this page]

CODE	Description	Revised Proposed Final FY26/27 Budget
		\$ 65,000,000
10	PROGRAM MANAGEMENT OFFICE	\$ 36,193,615
100	PMO-Executive Office	\$ 8,643,315
110	PMO-Community Engagement	\$ 1,581,400
120	PMO-Program Controls	\$ 9,863,000
130	PMO-Administration	\$ 6,510,000
140	PMO-Procurement and Contract Administration	\$ 1,119,900
150	PMO-Property	\$ 1,361,200
160	PMO-Permitting Management	\$ 3,030,600
170	PMO-Health and Safety	\$ 438,600
180	PMO-Quality Management	\$ 288,300
190	PMO-Sustainability	\$ 97,100
210	PMO-Geotechnical Management	\$ 2,576,400
220	PMO- Survey & Mapping	\$ 683,800
30	PROGRAM INITIATION	\$ 8,975,200
300	PI-Engineering	\$ 8,975,200
310	PI-Fieldwork	\$ -
40	PROGRAM DELIVERY	\$ 19,831,185
410	PD-Project Geotechnical	\$ 16,538,500
800	PD-Survey Mapping	\$ 213,600
805	PD-Survey Control Network	\$ 161,850
810	PD-ROW Mapping	\$ 2,379,835
815	PD-Aerial Mapping	\$ 537,400

CODE	Description	Revised Proposed Final FY26/27 Budget
		\$ 65,000,000
10	PROGRAM MANAGEMENT OFFICE	\$ 36,193,615
100	PMO-Executive Office	\$ 8,643,315
1000	EO-Management	
10001	EO-Executive Office	\$ 1,189,600
230035-0004	Bradner Task Order 4 - FY26/27	
	Executive Office	\$ 648,500
190009-0009	Parsons Task Order 9 - FY26/27	
	Chief of Staff	\$ 541,100
10002	EO-Chief Engineer	\$ 441,000
190009-0009	Parsons Task Order 9 - FY26/27	
	Chief Engineer	\$ 441,000
10003	EO-DCA Board Meetings	\$ -
260000-0000	Audio Visual FY 26/27	
	Board Meeting Support	\$ -
190009-0009	Parsons Task Order 9 - FY26/27	
	Board Meeting Supplies	\$ -
10004	EO-Executive Office Support	\$ 4,113,900
240032-0003	STV Task Order 3 - FY26/27	
	Deputy Director Services	\$ 1,974,600
250008-0003	Project Neutral Task Order 3 - FY26/27	
	Facilitation Services	\$ 144,500
250004-0002	National Constructors Task Order 2 - FY26/27	
	Executive Strategic Support Services	\$ 504,000
250005-0003	CohnReznick Advisory Task Order 3 - FY26/27	
	Executive Strategic Support Services	\$ 637,000
250007-0002	Schnabel Engineering Task Order 2 - FY26/27	
	Executive Strategic Support Services	\$ 275,000
250029-0002	Santiago Water Strategies Task Order 2 - FY26/27	
	Executive Strategic Support Services	\$ 78,800
260000-0000	Strategic Support - Allowance FY26/27	
	Executive Strategic Support Services	\$ 500,000
10005	EO-Conference Related Fees	\$ 35,000
190009-0009	Parsons Task Order 9 - FY26/27	
	Conference Fees	\$ 30,000
260000-0000	Conference and Event Registration Fees	
	Conference Fees	\$ -
260000-0000	Association Memberships	
	Annual Subscription	\$ 5,000
1005	EO-General Counsel	
10050	EO-General Counsel	\$ 812,700
200003-0008	Best Best & Krieger Task Order 8 - FY26/27	
	Legal Services	\$ 812,700
1015	EO-Audit	
10150	EO-Audit	\$ 25,000
200013-0015	Metropolitan Water Dist of S. Cal Task Order 15 - FY26/27	
	Annual Audit Services	\$ 25,000

CODE	Description	Revised Proposed Final FY26/27 Budget
1020	EO-Treasury	
10200	EO-Treasury	\$ 364,100
200013-0015	Metropolitan Water Dist of S. Cal Task Order 15 - FY26/27	\$ 301,700
	Treasury Services	\$ 283,100
	ODC/Travel Expenses	\$ 6,600
	BOFA Fees	\$ 12,000
230018-0004	Bank of America - FY26/27	
	LOC Fees	\$ 9,000
240014-0002	Alliant Insurance Task Order 2 - FY26/27	
	General Liability/Addtional Insurance	\$ 53,400
1025	EO-Human Resources	
10250	EO-Human Resources	\$ 602,800
200013-0016	Metropolitan Water Dist of S. Cal Task Order 16 - FY26/27	
	Human Resources Manager	\$ 497,300
260000-0000	Human Resources Support - Allowance FY26/27	
	Human Resources Support - Allowance FY26/27	\$ 100,000
190009-0009	Parsons Task Order 9 - FY26/27	
	Internship Program	\$ -
250002-0002	Concern EAP Task Order 2 - FY26/27	
	Employee Assistance Program (EAP)	\$ 5,500
1090	EO-Undefined Allowance	
10900	EO-Undefined Allowance	\$ 1,059,215
UDA-10000	EO-Undefined Allowance	\$ 1,059,215
110	PMO-Community Engagement	\$ 1,581,400
1100	CE-Management	
11000	CE-Management	\$ 1,097,800
180006-0009	Jacobs Task Order 9 - FY26/27	
	Community Engagement	\$ -
240015-0003	Lucas Public Affairs Task Order 3 - FY 26/27	\$ 1,097,800
	Administrative and Project Management	\$ 95,500
	Communications Management	\$ 405,600
	Informational Materials and Content Development	\$ 536,700
	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	\$ 102,300
190009-0009	Parsons Task Order 9 - FY26/27	
	Outreach Supplies	\$ 5,000
240015-0003	Lucas Public Affairs Task Order 2 - FY 26/27	
	Event Management	\$ 79,800
TBD	New Procurement - Audio Visual Services	
	TBD	\$ 2,500
260000-0000	Venue Rentals	
	TBD	\$ 15,000

CODE	Description	Revised Proposed Final FY26/27 Budget
11003	CE-Social Media	\$ 131,300
240015-0003	Lucas Public Affairs Task Order 3 - FY 26/27	
	DCA Website and Social Media Management	\$ 126,200
260009-0000	Matthew Ian Keogh FY26/27	
	Website Support Services	\$ 5,100
120	PMO-Program Controls	\$ 9,863,000
1200	PCTRL-Management	
12000	PCTRL-Management	\$ 503,700
190009-0009	Parsons Task Order 9 - FY26/27	
	Program Controls Management Staff	\$ 500,700
200014-0016	Dept of Water Resources FY26/27	
	Invoice Processing Fees	\$ -
260007-0000	FedEx FY26/27	
	Shipping and Mailing	\$ 3,000
1205	PCTRL-Risk Mgt	
12001	PCTRL-Risk Mgt	\$ 109,700
190009-0009	Parsons Task Order 9 - FY26/27	
	Risk Manager	\$ 109,700
1210	PCTRL-Cost Mgt	
12002	PCTRL-Cost Mgt	\$ 1,458,100
190009-0009	Parsons Task Order 9 - FY26/27	
	Cost Manager and Support Staff	\$ 1,458,100
1215	PCTRL-Schedule Mgt	
12003	PCTRL-Schedule Mgt	\$ 1,726,300
190009-0009	Parsons Task Order 9 - FY26/27	
	Scheduler	\$ 858,000
180006-0009	Jacobs Task Order 9 - FY26/27	
	Schedule Management	\$ 868,300
1220	PCTRL-Document Mgt	
12004	PCTRL-Document Mgt	\$ 435,800
190009-0009	Parsons Task Order 9 - FY26/27	
	Document Control Manager	\$ 435,800
1226	PCTRL-Cost Estimating	
12006	PCTRL-Cost Estimating	\$ 3,357,200
190009-0009	Parsons Task Order 9 - FY26/27	
	Cost Estimating Staff	\$ 869,900
180006-0009	Jacobs Task Order 9 - FY26/27	
	Cost Estimating Staff	\$ 2,487,300
1230	PCTRL-Program Governance	
12006	PCTRL-Program Governance	\$ 2,272,200
190009-0009	Parsons Task Order 9 - FY26/27	
	Program Management Support and Administration	\$ 1,997,200
	ODC	\$ -
	ODC Travel	\$ 275,000
1240	PCTRL-Asset Management	
12008	PCTRL-Asset Management	\$ -
190009-0009	Parsons Task Order 9 - FY26/27	
	Asset Management	\$ -

CODE	Description	Revised Proposed Final FY26/27 Budget
130	PMO-Administration	\$ 6,510,000
1300	AD-Management	
13000	AD-Management	\$ 1,738,700
190009-0009	Parsons Task Order 9 - FY26/27 Administrative Manager and Proj Admin	\$ 1,738,700
1305	AD-Facilities	
13001	AD-Office Rent	\$ 1,449,700
190011-0008	GV/HI Park Tower Owner, LLC - FY 26/27 Lease	\$ 1,449,700
13002	AD-Office Furniture	\$ 10,000
260000-0000	Furniture, Fixtures & Equipment (FFE) Allowance FY 26/27 TBD	\$ 10,000
	AIRCO FY26/27 TBD	\$ 6,200
13003	AD-Office Supplies	\$ 51,000
190009-0009	Parsons Task Order 9 - FY26/27 General Office Supplies	\$ 25,000
260000-0000	General Office Supplies Office Supplies Allowance FY26/27	\$ 26,000
260000-0000	DCA Supplies and Collateral TBD	\$ -
13005	AD-Office Utilities	\$ 200,000
250031-0002	Consolidated Communications, Inc. - FY 26/27 Primary Internet Service	\$ 36,000
250034-0002	AT&T - FY 26/27 Secondary Internet Service	\$ 20,000
260018-0000	OnPar Advisors (Zoom) FY 26/27 Videoconferencing Platform	\$ 140,400
220011-0005	Verizon Wireless FY 26/27 Monthly Service - Mobile Hot-Spots	\$ 3,600
1310	AD-Information Technology	
13006	AD-IT Services	\$ 1,974,200
190009-0009	Parsons Task Order 9 - FY26/27 Systems and IT Staff	\$ 1,252,500
190014-0008	Launch Consulting Task Order 8 - FY 26/27 IT Services	\$ 664,700
230015-0004	AVI - SPL LLC Task Order 4 - FY26/27 Audio Visual Services	\$ 57,000
13007	AD-IT Software	\$ 930,100
180005-0009	e-Builder, Inc Task Order 9 - FY26/27 PMIS	\$ 260,300
190014-0008	Launch Consulting Task Order 8 - FY 26/27 Software Subscriptions	\$ 190,900
190023-0008	JAMBO-Silvacom LTD - FY 26/27 Customer Realties Tool	\$ 41,600
260012-0000	Convergent FY 26/27 Brivo Badging	\$ 3,700
260006-0000	Carahsoft FY2627 DocuSign Subscription	\$ 58,400
	HootSuite	\$ -
	OpenGround	\$ 21,800
220008-0005	IRIS - Task Order 5 - FY 26/27	\$ 36,600

CODE	Description	Revised Proposed Final FY26/27 Budget
	Risk Management Software	\$ 89,700
260019-0000	i-Spring FY26/27	
	Learning Management Software	\$ 14,300
240008-0002	D.R. McNatty FY26/27	
	Cloud Hosting	\$ 26,100
260017-0000	Mythics FY26/27	
	Licensing	\$ 7,200
	IT Devices Online FY26/27	
	Geotech Software	\$ 92,100
250035-0002	HCSS Heavybid FY26/27	
	Cost Estimating Software	\$ 60,300
250045-0000	Sequeent FY26/27	
	LeapFrog Geotech Modeling Software	\$ 85,500
13008	AD-IT Hardware	\$ 150,100
190014-0008	Launch Consulting Task Order 8 - FY 26/27	\$ 88,000
	Hardware	\$ 54,000
	Data Warehouse	\$ 34,000
250010-0002	FlexTG Task Order 2 - FY26/27	
	Office Copiers/Printers	\$ 47,900
250036-0000	Embrava FY26/27	
	Digital Signage	\$ 14,200
140	PMO-Procurement and Contract Administration	\$ 1,119,900
1405	PCA-Management	
14000	PCA-Management	\$ 1,119,900
190009-0009	Parsons Task Order 9 - FY26/27	
	Procurement Manager	\$ 1,090,200
200013-0016	Metropolitan Water Dist of S. Cal Task Order 16 - FY26/27	
	Contract Administrator	\$ 29,700
150	PMO-Property	\$ 1,361,200
1500	PY-Management	
15000	PY-Management	\$ 241,300
180006-0009	Jacobs Task Order 9 - FY26/27	
	Planner	\$ -
180009-0009	Bender Rosenthal, Inc Task Order 9 - FY26/27	\$ 241,300
	Property Manager	\$ 241,300
	Title Searches	\$ -
1505	PY-Property Agents	
15001	PY-Property Agents	\$ 196,000
180009-0009	Bender Rosenthal, Inc Task Order 9 - FY26/27	
	ROW Services	\$ -
180008-0008	Hamner, Jewell & Associates Task Order 8 - FY26/27	\$ 86,900
	ROW Services	\$ 85,900
	ODC Travel	\$ 1,000
180010-0008	Associated Right of Way Serv, Inc Task Order 8 - FY26/27	\$ 109,100
	ROW Services	\$ 108,100
	ODC Travel	\$ 1,000
1510	PY-Temporary Entrance Permits	
15002	PY-Temporary Entrance Permits	\$ 420,200
200014-0015	Dept of Water Resources FY 26/27	
	TEPs	\$ 350,000

CODE	Description	Revised Proposed Final FY26/27 Budget
180006-0009	Jacobs Task Order 9 - FY26/27	
	Temporary Entrance Permits	\$ -
180009-0009	Bender Rosenthal, Inc Task Order 9 - FY26/27	
	Property Acquisition Management	\$ 70,200
1515	PY-Land Purchases	
15004	PY-Land Purchases	\$ 103,700
180009-0009	Bender Rosenthal, Inc Task Order 9 - FY26/27	
	Property Acquisition Title Searches	\$ 103,700
1525	PY-Court Ordered Entry Deposit	
15006	PY-Court Ordered Entry Deposits	\$ 400,000
200014-0017	Dept of Water Resources FY 26/27	
	COE Deposits	\$ 400,000
15007	PY-Court Ordered Entry Credits	\$ -
200014-0017	Dept of Water Resources FY 26/27	
	COE Credits	\$ -
160	PMO-Permitting Management	\$ 3,030,600
1600	PM-Management	
16000	PM-Management	\$ 1,710,100
180006-0009	Jacobs Task Order 9 - FY26/27	
	Environmental Permitting Staff	\$ 1,454,900
220002-0005	GB Permit Engineer Inc Task Order 5 - FY26/27	
	Environmental Permitting Staff	\$ 255,200
1615	PM-Permit Monitoring & Compliance	
16003	PM-Permit Monitoring & Compliance	\$ 1,320,500
180006-0009	Jacobs Task Order 9 - FY26/27	
	Environmental Permitting Staff	\$ 1,320,500
170	PMO-Health and Safety	\$ 438,600
1700	HS-Management	
17000	HS-Management	\$ 438,600
190009-0009	Parsons Task Order 9 - FY26/27	
	Health and Safety Staff	\$ 434,600
250044-0002	Capital Protection Group FY26/27	
	Security Services	\$ 4,000
180	PMO-Quality Management	\$ 288,300
1800	QM-Management & Auditing	
18000	QM-Management & Auditing	\$ 288,300
190009-0009	Parsons Task Order 9 - FY26/27	
	Quality Management Staff	\$ 288,300
190	PMO-Sustainability	\$ 97,100
1900	ST-Management	
19000	ST-Management	\$ 97,100
190009-0009	Parsons Task Order 9 - FY26/27	
	Sustainability Management Staff	\$ 97,100
210	PMO-Geotechnical Management	\$ 2,576,400
2100	GT-Management	
21000	GT-Management	\$ 2,576,400
180006-0009	Jacobs Task Order 9 - FY26/27	
	Fieldwork Management	\$ 1,427,800

CODE	Description	Revised Proposed Final FY26/27 Budget
	Geotechnical Data Management	\$ 1,148,600
220	PMO-Survey and Mapping Management	\$ 683,800
2200	SM-Management	
22000	SM-Management	\$ 683,800
180006-0009	Jacobs Task Order 9 - FY26/27	
	Survey Management	\$ 683,800
30	PROGRAM INITIATION	\$ 8,975,200
300	PI-Engineering	\$ 8,975,200
3000	PIE-Management & Administration	
30000	PIE-Management & Administration	\$ 3,013,700
180006-0009	Jacobs Task Order 9 - FY26/27	
	Management and Administrative Staff	\$ 2,363,200
	ODC	\$ 52,500
	ODC Travel	\$ 442,600
	Temporary Duty Assignments (TDA)	\$ 155,400
3005	PIE-CEQA Engineering Support	
30001	PIE-CEQA Engineering Support	\$ -
180006-0009	Jacobs Task Order 9 - FY26/27	
	CEQA Support Staff	\$ -
3010	PIE-Facility Studies	
30002	PIE-Facility Studies	\$ -
180006-0009	Jacobs Task Order 9 - FY26/27	
	Facility Studies Staff	\$ -
	Facility Studies Resources	\$ -
3011	PIE-Project Definition Reports	
30006	PIE-Project Definition Reports	\$ -
180006-0009	Jacobs Task Order 9 - FY26/27	
	Project Definition Staff	\$ -
	Project Definition Resources	\$ -
3012	PIE-Basis of Design Reports	
30009	PIE-Basis of Design Reports	\$ 3,745,700
180006-0009	Jacobs Task Order 9 - FY26/27	
	Basis of Design Reports Staff	\$ 3,745,700
3020	PIE-Program Delivery Planning	
30007	PIE-Program Delivery Planning	\$ 2,215,800
180006-0009	Jacobs Task Order 9 - FY26/27	
	Engineering & Project Delivery	\$ 2,215,800
3025	PIE-Permit Engineering Support	
30008	PIE-Permit Engineering Support Services	\$ -
180006-0009	Jacobs Task Order 9 - FY26/27	
	Permit Engineering Support Services	\$ -
40	PROGRAM DELIVERY	\$ 19,831,185
410	PD-Project Delivery	\$ 16,538,500
4100	PD-Project Geotechnical	\$ 16,538,500
41001	PD-Geotechnical	\$ 14,623,700
210018-0012	AECOM Task Order 12 - FY26/27	\$ 12,320,600
	Field Work Geotechnical	\$ 12,173,600
	ODC	\$ 12,000

CODE	Description	Revised Proposed Final FY26/27 Budget
	ODC Travel	\$ 135,000
TBD	TBD - Geotech	
	Field Work Geotechnical	\$ 2,303,100
41011	PD-Geotechnical Management	\$ 1,914,800
210018-0012	AECOM Task Order 12 - FY26/27	
	Field Work Management	\$ 1,746,000
TBD	TBD - Geotech	
	Field Work Management	\$ 168,800
4115	PD-Project Surveying and Mapping	
41150	PD-Property Access & Acquisition	\$ -
180013-0006	Psomas Task Order 6 - FY26/27	
	Survey & Mapping	\$ -
	ODC	\$ -
	ODC Travel	
4190	PD-Undefined Allowance	
41900	PD-Undefined Allowance	\$ -
	Undefined Allowance	\$ -
800	PD-Survey Management	\$ 213,600
8000	PD-Survey Management	
80000	PD-Survey Management	\$ 213,600
180013-0006	Psomas Task Order 6 - FY26/27	
	Survey Management	\$ 146,600
180011-0003	Michael Baker Task Order 3 - FY26/27	
	Survey Management	\$ 67,000
805	PD-Survey Control Network	\$ 161,850
8007	PD-Field Survey Control Coordinates	
80070	PD-Control Survey Work	\$ 161,850
180013-0006	Psomas Task Order 6 - FY26/27	
	Control Survey Work	\$ 161,850
810	PD-ROW Mapping	\$ 2,379,835
8010	PD-Field Survey Control Coordinates	
80100	PD-Boundary Survey / ROW Survey Support	\$ 2,379,835
180013-0006	Psomas Task Order 6 - FY26/27	
	Boundary Survey / ROW Survey Support	\$ 1,848,740
180011-0003	Michael Baker Task Order 3 - FY26/27	
	Boundary Survey / ROW Survey Support	\$ 531,095
815	PD-Aerial Mapping	\$ 537,400
8016	PD-Aerial Survey	
80160	PD-Aerial Survey	\$ 537,400
180013-0006	Psomas Task Order 6 - FY26/27	
	Topographic Surveying & Mapping	\$ 537,400
	<i>Note: Numbers are rounded up to the nearest hundred.</i>	



FY 2026/27 Proposed Budget

DCA Board Meeting

June 18, 2026 | Agenda Item 8e | Attachment 2

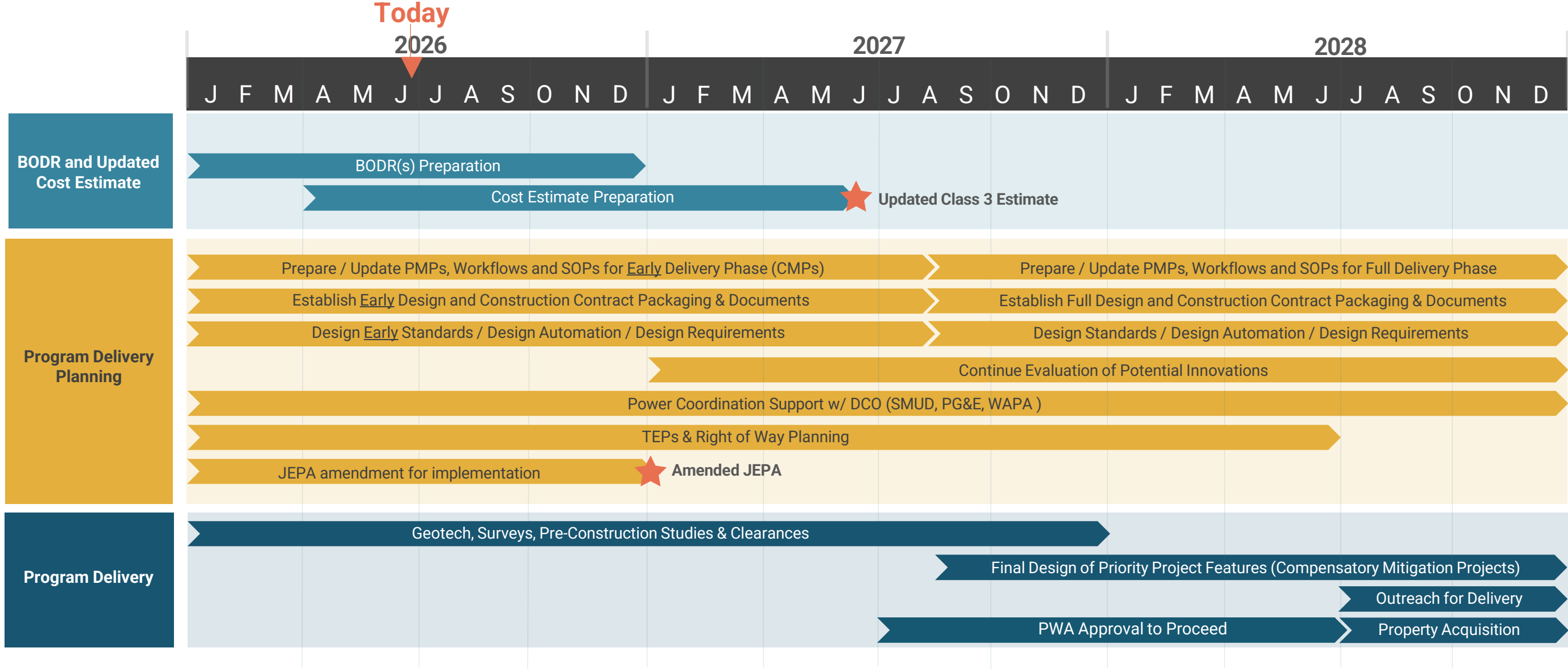
Agenda

- 1 DCA Roadmap Timeline**
- 2 Proposed Final FY26/27 Scope and Budget**
- 3 Finance Committee & Staff Recommendation**
- 4 Q & A**

FY 26/27 Budget Planning Schedule



DCA Roadmap Through 2028



FY 2026/27 Scope of Services

FY 2025/26 Accomplishments:

- Provided support to DWR permit efforts
- Continued development of systemwide BODR to support an updated Class III cost estimate planned for FY2026/27
- Continued to develop and refine the overall program schedule and identification of critical path activities
- Prepared to resume geotechnical and survey activities
- Develop the environmental compliance plan and establish the systems for monitoring and reporting
- Continued to develop DCA standards, procedures, and requirements to support an efficient transition into the delivery phase

FY 2026/27 Priorities:

- Complete BODR and Class 3 cost estimate including independent external reviews of base estimate, contingency, and schedule
- Complete significant portion of 30% geotechnical program in preparation for transition to Engineer of Record teams to takeover design
- Advance necessary DCA systems and requirements (phased to focus on CMP final design followed by full program needs)
- Evaluate contract packaging, procurement/contract templates, insurance program
- Continue advancing long-lead items: ROW/property acquisition, power supply
- Industry outreach and engagement with vendors, consultants, and contractors

Proposed Final FY 2026/27 Budget Summary

- \$65M proposed FY2026/27 budget
- New ‘Program Delivery’ tasks being introduced for FY2026/27
- Total Reserve/Contingency of \$4.6M

CODE	Description	Approved FY25/26 Budget (June 2025)	Revised Proposed Final FY26/27 Budget
		\$ 65,000,000	\$ 65,000,000
10	PROGRAM MANAGEMENT OFFICE	\$ 26,521,300	\$ 36,193,615
100	PMO-Executive Office	\$ 5,002,300	\$ 8,643,315
110	PMO-Community Engagement	\$ 1,449,000	\$ 1,581,400
120	PMO-Program Controls	\$ 6,956,000	\$ 9,863,000
130	PMO-Administration	\$ 5,678,600	\$ 6,510,000
140	PMO-Procurement and Contract Administratio	\$ 950,900	\$ 1,119,900
150	PMO-Property	\$ 1,269,600	\$ 1,361,200
160	PMO-Permitting Management	\$ 2,765,000	\$ 3,030,600
170	PMO-Health and Safety	\$ 400,100	\$ 438,600
180	PMO-Quality Management	\$ 541,200	\$ 288,300
190	PMO-Sustainability	\$ 424,600	\$ 97,100
210	PMO-Geotechnical Management	\$ 818,100	\$ 2,576,400
220	PMO- Survey & Mapping	\$ 265,900	\$ 683,800
30	PROGRAM INITIATION	\$ 27,260,600	\$ 8,975,200
300	PI-Engineering	\$ 27,260,600	\$ 8,975,200
310	PI-Fieldwork	\$ -	\$ -
40	PROGRAM DELIVERY	\$ 11,218,100	\$ 19,831,185
410	PD-Project Geotechnical	\$ 11,218,100	\$ 16,538,500
800	PD-Survey Mapping		\$ 213,600
805	PD-Survey Control Network		\$ 161,850
810	PD-ROW Mapping		\$ 2,379,835
815	PD-Aerial Mapping		\$ 537,400

Budget by Vendor

Consultant / Vendor	Approved FY 25/26 Budget	Revised Proposed Final FY26/27 Budget	Services
Jacobs	\$ 31,665,500	\$ 18,366,400	Engineering
AECOM	\$ 5,189,900	\$ 14,066,600	Geotechnical Exploration
Parsons	\$ 12,181,900	\$ 12,447,900	Program Management
PSOMAS	\$ 1,818,700	\$ 2,694,590	Surveying Services
Anticipated Awards	\$ -	\$ 2,471,900	Geotechnical Exploration
STV, inc	\$ 976,600	\$ 1,974,600	Deputy Director Services
GV/HI Park Tower	\$ 1,356,300	\$ 1,449,700	Office Lease
Lucas Public Affairs	\$ 1,055,900	\$ 1,303,800	Communication/Outreach Services, Communications Manager
Launch	\$ 809,300	\$ 943,600	Information Technology and Equipment
Metropolitan Water District	\$ 624,400	\$ 853,700	Treasury and Administrative
Best, Best & Krieger	\$ 520,000	\$ 812,700	General Counsel
DWR	\$ 503,500	\$ 750,000	Temporary and Court Ordered Entry Permits
Bradner Consulting	\$ 629,700	\$ 648,500	Executive Director
CohnReznick Advisory	\$ 250,000	\$ 637,000	Executive Strategic Support Services
Michael Baker	\$ -	\$ 598,095	Surveying Services
National Constructors	\$ -	\$ 504,000	Executive Strategic Support Services
Anticipated Awards	\$ -	\$ 500,000	Executive Strategic Support Services
Bender Rosenthal	\$ 650,700	\$ 415,200	Right of Way Services
Schnabel Engineering	\$ -	\$ 275,000	Executive Strategic Support Services
e-Builder	\$ 236,600	\$ 260,300	Enterprise Software
Gwendolyn Buchholz, Permit Engineer	\$ 246,000	\$ 255,200	Permit Engineering
Anticipated Awards	\$ 250,000	\$ 250,000	Community Liaison
Project Neutral	\$ 300,000	\$ 144,500	Facilitation Services
Municipal Resource Group	\$ 500,000	\$ -	Human Resource Support
Vendors Under \$250K	\$ 1,025,500	\$ 1,317,500	Vendors under \$250K
Unallocated Reserve	\$ 4,209,500	\$ 1,059,215	Reserves for Potential Future Budget Changes
Totals	\$ 65,000,000	\$ 65,000,000	

**Task Orders
≥ \$250,000
make up
96% of the
FY 26/27
\$65M Budget**

Note: Final FY 26/27 Proposed Budget Values Rounded up to the Nearest \$100

Discussion or Questions?

Available Materials:

- **Proposed Final FY 2026/27 Budget Summary and Detail**

Recommendation Request

- **Staff requests that the Board of Directors approve the Finance Committee's recommendation and adopt the proposed final budget for FY 2026/27**

Questions?

Board Memo

Contact: Graham Bradner, Executive Director

Date: June 18, 2026, Board Meeting

Item: 8f

Subject: Adoption of Resolution Commending and Thanking Director Jacquelyn McMillan for Her Service on the DCA Board of Directors

Executive Summary:

Staff recommends the Board adopt a Resolution Commending and Thanking Director McMillan for her service to the DCA.

Detailed Report:

Director Jacquelyn McMillan has served on the DCA's Board of Directors since March of 2025 as an Alternate Director representative of Metropolitan Water District (MWD) and transitioned into the Director role upon Miguel Luna's retirement from the DCA Board in November of 2025. Staff was recently informed that Director McMillan has stepped down from the MWD and DCA Boards.

This item is an opportunity to recognize and thank Director McMillan for her service on the Board of Directors and role as the Board's Legislative Liaison. As a member of the Board of Directors, Director McMillan was instrumental in the continued growth and development of the DCA. The DCA is incredibly appreciative of Director McMillan's contributions to the organization.

Staff thanks Ms. McMillan for her efforts and wishes her well in her future endeavors.

Recommended Action:

Staff recommends the Board adopt a Resolution Commending and Thanking Director McMillan for Her Service to the DCA Board of Directors.

Attachments:

Attachment 1 - Resolution No. 26-XX Commending and Thanking Jacquelyn McMillan for Her Service on the DCA Board of Directors

**BOARD OF DIRECTORS OF THE DELTA CONVEYANCE
DESIGN AND CONSTRUCTION AUTHORITY
RESOLUTION NO. 26-XX**

**Introduced by Director: xxxx
Seconded by Director: xxxx**

COMMENDING AND THANKING JACQUELYN MCMILLAN FOR HER SERVICE ON THE BOARD

WHEREAS, Jacquelyn McMillan has served as a Director on the Board of Directors for the Delta Conveyance Design and Construction Authority (“DCA”) since in 2025 and

WHEREAS, Director McMillan served as the second DCA Legislative Liaison, providing an important link between the DCA and interested Legislators; and

WHEREAS, during Director’s McMillan service, the Board of Directors continued to its efforts to develop an organization dedicated to professional and competent service recognizing the importance of transparency and stakeholder input; and

WHEREAS, Director McMillan has been instrumental in the work of the DCA and its continued development;

WHEREAS, this Board wishes to express its appreciation to Director McMillan for the commitment, talent, good judgment, and wisdom she has brought to the Board of Directors and the DCA during her years of service;

Now, therefore, be it resolved that the Board of Directors hereby commends and thanks Jacquelyn McMillan for her service on the Board of Directors, a position she has occupied with honor, dignity, and distinction.

* * * * *

This Resolution was passed and adopted this 18th day of June 2026, by the following vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

Martin Milobar, Board President

Attest:

Gary Martin, Secretary



General Counsel's Report

Contact: Josh Nelson, General Counsel

Date: June 18, 2026, Board Meeting

Item No. 9a

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 includes the annual task order and contracting processes for the proposed budget. In addition, we have continued to assist with the on-going joint exercise of powers update discussions with DWR.

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

Lastly, we wanted to provide a brief reminder on the election of Board officers. Officers are elected for a two-year term that nominally ends in June 2026, and elections for the next term will be agendized for the August Board meeting. Consistent with past practice, the current officers will continue to serve in their positions until the election.

Action:

Information, only.



Treasurer's Report

Contact: Katano Kasaine, Treasurer

Date: June 18, 2026

Item No. 9b

Subject: Treasurer's Monthly Report, April/May 2026

Summary:

As of April 1, 2026, the Delta Conveyance Design and Construction Joint Powers Authority (the Authority) reported an opening cash balance of \$3,613,669. During the period from April 1, 2026, through May 31, 2026, the Authority received a total of \$6,811,810 in contributions from the Department of Water Resources, Delta Conveyance Office (DCO), designated for payment of the Authority's obligations. Disbursements for the same period amounted to \$9,686,751, resulting in an ending cash balance of \$738,728 as of May 31, 2026.

As of May 31, 2026, the Authority had outstanding receivables totaling \$7,085,890. Additionally, deposits, which included office lease security deposit and court ordered entry permit reserves, totaled \$1,124,323. Prepaid expenses amounted to \$184,526. As of the same date, the balances for the Authority's accounts payable and advances were \$7,023,660 and \$800,000, respectively. The net position as of May 31, 2026, was \$1,309,807.

Attachment 1 consists of financial statements for the two months ended May 31, 2026, a Schedule of Invoices Paid through May 2026, and Aging Schedules for Accounts Payable and Accounts Receivable as of May 31, 2026.

Detailed Report:

See attached statements.

Recommended Action:

Information only.

Attachments:

Attachment 1 – April/May 2026 Authority Financial Statements



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Statement of Net Position

As of May 31, 2026

Assets:

Cash	\$	738,728
Accounts receivable		7,085,890
Deposits ⁽¹⁾		1,124,323
Prepays		184,526
		<hr/>
Total assets	\$	9,133,467
		<hr/> <hr/>

Liabilities:

Accounts payable	\$	7,023,660
Advance for prepayments		800,000
		<hr/>
Total liabilities		7,823,660

Net position:

		<hr/>
		1,309,807
		<hr/>
Total liabilities and net position	\$	9,133,467
		<hr/> <hr/>

⁽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, 2026 <u>May 31, 2026</u>	Year to Date <u>May 31, 2026</u>
Receipts:		
Contributions ⁽¹⁾	\$ 6,811,810	\$ 42,084,538
Disbursements:		
Program management office		
Executive office	1,234,963	4,791,096
Community engagement	264,346	1,475,108
Program controls	1,152,076	4,803,025
Administration	1,004,574	4,752,780
Procurement	185,232	779,607
Property	330,448	1,306,623
Permitting management	417,918	1,483,710
Health and safety	93,980	355,222
Quality management	113,560	511,353
Program initiation		
Engineering	4,598,307	20,144,508
Fieldwork	291,347	1,688,110
Geotechnical management	—	70,114
Total disbursements	<u>9,686,751</u>	<u>42,161,256</u>
Net changes in cash	(2,874,941)	(76,718)
Cash at July 1, 2025	—	815,446
Cash at April 1, 2026	<u>3,613,669</u>	<u>—</u>
Cash at May 31, 2026	<u>\$ 738,728</u>	<u>\$ 738,728</u>

⁽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, 2026 May 31, 2026	Year to Date May 31, 2026
	<u> </u>	<u> </u>
Revenues:		
Contributions ⁽¹⁾	\$ 11,965,105	\$ 46,028,138
Expenses*:		
Program management office		
Executive office	1,225,404	5,371,419
Community engagement	255,423	1,436,147
Program controls	922,039	4,516,319
Administration	806,362	4,634,367
Procurement	123,060	722,342
Property	253,906	1,266,570
Permitting management	600,830	1,800,530
Health and safety	68,880	323,454
Quality management	78,744	437,478
Program initiation		
Engineering	7,569,099	23,762,199
Fieldwork	156,100	1,634,407
Geotechnical management	—	43,497
Total expenses	<u>12,059,847</u>	<u>45,948,729</u>
Changes in net position	(94,742)	79,409
Net position at June 30, 2025	—	1,230,398
Net position at March 31, 2026	<u>1,404,549</u>	<u>—</u>
Net position at May 31, 2026	<u>\$ 1,309,807</u>	<u>\$ 1,309,807</u>

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

⁽¹⁾ DWR contributions invoiced through the DCO.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 31, 2026

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
1 Psomas	221411	05/19/25	07/09/25	03/28/25-04/25/25	\$ 22,548	\$ 22,548
2 VMA Communications	DCA25APR	05/23/25	07/09/25	03/18/25-04/30/25	83,240	83,240
3 Mythics VIII, LLC	BD0001450	06/09/25	07/09/25	06/09/25	33,349	33,349
4 AT&T	0763373017	06/19/25	07/09/25	06/19/25-07/18/25	1,986	1,986
5 Verizon	6116264514	06/17/25	07/09/25	05/18/25-06/17/25	216	216
6 Prime US-Park Tower LLC	20250701	06/25/25	07/09/25	07/01/25-07/31/25	109,867	109,867
7 Consolidated Communications	20250615	06/15/25	07/09/25	06/15/25-07/14/25	2,849	2,849
8 FedEx Corporation	8-892-62207	06/13/25	07/11/25	06/04/25-06/11/25	36	36
9 Alliant Insurance Services, Inc.	3126472	06/17/25	07/11/25	07/01/25-07/01/26	27,549	27,549
10 Caltronics	4408312-CAL	07/01/25	07/11/25	06/01/25-06/30/25	298	298
11 FedEx Corporation	8-907-23608	06/27/25	07/11/25	06/20/25-06/25/25	36	36
12 Primo Espresso Company	180603	06/18/25	07/11/25	04/03/25-06/17/25	890	890
13 Rico's Window Coverings & Films	37134	06/27/25	07/11/25	06/27/25	3,439	3,439
14 AECOM Technical Services	2001019494	05/16/25	07/21/25	03/29/25-05/02/25	132,340	132,340
15 Bank of America	N/A*	07/21/25	07/21/25	07/21/25-08/01/25	482	482
16 Liberty Mutual Insurance	20250703	07/03/25	07/23/25	07/01/25-07/01/26	10,829	10,829
17 Bender Rosenthal, Inc.	2535	05/23/25	07/25/25	03/07/25-04/25/25	54,041	54,041
18 Bradner Consulting LLC	2425-11	05/31/25	07/25/25	05/01/25-05/31/25	52,077	52,077
19 Jacobs	W8X97007-10	06/02/25	07/25/25	03/29/25-04/25/25	1,701,426	1,701,426
20 Psomas	222178	06/10/25	07/25/25	04/25/25-05/29/25	33,417	33,417
21 Lucas Public Affairs, LLC	7310468	05/31/25	07/25/25	05/01/25-05/31/25	64,778	64,778
22 Morrison Engineering, LLC	25-06	06/02/25	07/25/25	05/03/25-05/30/25	6,400	6,400
23 Parsons	2505C180	06/11/25	07/25/25	02/06/25-04/25/25	807,608	807,608
24 Hamner, Jewell & Associates	204660	05/12/25	07/25/25	04/01/25-04/30/25	1,040	1,040
25 Bender Rosenthal, Inc.	2680	06/16/25	07/25/25	04/26/25-05/30/25	51,135	51,135
26 Metropolitan Water District of So. Ca	502068	06/12/25	07/25/25	05/01/25-05/31/25	23,189	23,189
27 Signs Now	111552	05/28/25	07/25/25	05/28/25-06/10/25	444	444
28 AECOM Technical Services	2001029004	06/13/25	07/25/25	05/03/25-05/30/25	77,462	77,462
29 Amazon	1C9R-6G9L-PILK	07/01/25	07/25/25	06/01/25-06/30/25	343	343
30 Gwen Buchholz, Permit Engineer, Inc.	2425-11	06/11/25	07/30/25	05/01/25-05/31/25	10,000	10,000
31 Consolidated Communications	20250715	07/15/25	08/04/25	07/15/25-08/14/25	2,849	2,849
32 Verizon	6118778988	07/17/25	08/04/25	06/18/25-07/17/25	216	216
33 Prime US-Park Tower LLC	20250801	07/21/25	08/04/25	08/01/25-08/31/25	110,167	110,167
34 AT&T	4252274017	07/19/25	08/04/25	07/19/25-08/18/25	1,986	1,986
35 FedEx Corporation	8-927-69167	07/18/25	08/04/25	07/10/25-07/11/25	18	18
36 FedEx Corporation	8-934-71366	07/25/25	08/04/25	07/15/25-07/22/25	57	57
37 National Pen Co., LLC	114232797	06/12/25	08/04/25	06/12/25-06/30/25	908	908
38 Bank of America	N/A*	08/04/25	08/04/25	08/02/25-07/20/26	8,306	8,306
39 Hamner, Jewell & Associates	204744	06/05/25	08/13/25	05/01/25-05/31/25	695	695
40 Parsons	2506C804	06/20/25	08/13/25	08/12/24-08/30/24	895	895
41 VMA Communications	DCA25MAY	06/19/25	08/13/25	04/23/25-05/31/25	87,097	87,097
42 Matthew Ian Keogh	MK-2025-03	07/02/25	08/13/25	04/01/25-06/30/25	1,446	1,446
43 LuxBus America	134188	06/27/25	08/13/25	06/26/25	1,602	1,602
44 LuxBus America	134108	06/26/25	08/13/25	06/25/25	1,697	1,697
45 Amazon	17P6-WMMQ-M6D6	08/01/25	08/20/25	07/01/25-07/31/25	31	31
46 onPar Advisors	OPIN0373	07/30/25	08/20/25	06/30/25-11/01/25	7,330	7,330
47 Parsons	2507A013	07/03/25	08/27/25	04/26/25-05/30/25	937,207	937,207
48 Jambo	2025-303	07/01/25	08/27/25	07/01/25-06/30/26	36,665	36,665
49 Gwen Buchholz, Permit Engineer, Inc.	2425-12	07/11/25	08/27/25	06/01/25-06/30/25	12,750	12,750
50 D.R. McNatty & Associates, Inc.	SI-104592	06/25/25	08/27/25	06/13/25-06/30/25	17,289	17,289
51 Best, Best, & Krieger	1034935	07/18/25	08/27/25	06/01/25-06/30/25	26,209	26,209
52 Best, Best, & Krieger	1031473	06/14/25	08/27/25	05/01/25-05/31/25	40,662	40,662
53 Lucas Public Affairs, LLC	7310505	06/30/25	08/27/25	06/01/25-06/30/25	49,601	49,601
54 Convergent Systems	46910	07/02/25	08/27/25	07/01/25-09/30/25	609	609
55 Jacobs	W8X97007-11	06/19/25	08/27/25	10/26/24-05/30/25	1,440,734	1,440,734
56 Bradner Consulting LLC	2425-12	07/01/25	08/27/25	06/01/25-06/30/25	52,077	52,077
57 FedEx Corporation	8-948-92650	08/08/25	08/27/25	07/01/25-08/01/25	19	19
58 Caltronics	4439297-CAL	08/13/25	08/27/25	07/01/25-07/31/25	2,084	2,084
59 Caltronics	4439298-CAL	08/13/25	08/27/25	08/01/25-08/31/25	2,192	2,192
60 FedEx Corporation	8-956-62689	08/15/25	08/27/25	08/06/25-08/13/25	38	38
61 iSpring Solutions	IS-018478	08/11/25	08/27/25	08/01/25-08/31/25	608	608
62 AECOM Technical Services	2001042497	07/21/25	09/05/25	05/31/25-06/30/25	79,295	79,295
63 Consolidated Communications	20250815	08/15/25	09/05/25	08/15/25-09/14/25	2,849	2,849

*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, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
64 AT&T	2878015013	08/19/25	09/05/25	08/19/25-09/18/25	1,992	1,992
65 Verizon	6121282394	08/17/25	09/05/25	07/18/25-08/17/25	216	216
66 Prime US-Park Tower LLC	20250901	08/26/25	09/05/25	09/01/25-09/30/25	110,167	110,167
67 Launch Consulting	PSI1038983	06/10/25	09/17/25	05/01/25-05/31/25	37,553	37,553
68 Launch Consulting	PSI1039446	07/09/25	09/17/25	06/01/25-06/30/25	40,889	40,889
69 FedEx Corporation	8-963-40992	08/22/25	09/17/25	08/13/25-08/19/25	38	38
70 Amazon	1QCN-96PQ-7MVX	09/01/25	09/17/25	08/01/25-08/31/25	180	180
71 FedEx Corporation	8-981-01552	09/05/25	09/17/25	08/27/25-08/28/25	19	19
72 Hamner, Jewell & Associates	204889	07/07/25	09/24/25	06/01/25-06/30/25	288	288
73 Bender Rosenthal, Inc.	2851	07/24/25	09/24/25	04/29/25-06/30/25	48,777	48,777
74 Metropolitan Water District of So. Ca	502088	07/08/25	09/24/25	06/01/25-06/30/25	18,504	18,504
75 Morrison Engineering, LLC	25-07	08/07/25	09/24/25	06/01/25-06/16/25	3,200	3,200
76 Commuter Industries, Inc.	250113	08/04/25	09/24/25	08/04/25	346	346
77 Psomas	223478	07/21/25	09/24/25	05/30/25-06/30/25	31,588	31,588
78 Bradner Consulting LLC	2526-01	07/31/25	09/24/25	07/01/25-07/31/25	52,077	52,077
79 CohnReznick Advisory LLC	90135562	08/07/25	09/24/25	07/01/25-07/31/25	23,950	23,950
80 VMA Communications	DCA25JUN	08/10/25	09/24/25	06/01/25-06/30/25	94,210	94,210
81 Lucas Public Affairs, LLC	7310543	07/31/25	09/24/25	07/01/25-07/31/25	126,270	126,270
82 Caltronics	4461312-CAL	09/09/25	09/30/25	09/01/25-09/30/25	2,244	2,244
83 Concern	CN2603019	09/15/25	10/03/25	09/08/25-09/07/26	5,500	5,500
84 FedEx	8-989-00117	09/12/25	10/03/25	09/08/25-09/09/25	19	19
85 Consolidated Communications	20250915	09/15/25	10/03/25	09/15/25-10/14/25	2,849	2,849
86 Amazon	1N9G-QRL7-H4L3	09/22/25	10/03/25	09/18/25	61	61
87 FedEx	8-998-97041	09/19/25	10/03/25	09/11/25-09/16/25	38	38
88 Prime US-Park Tower LLC	20251001	09/22/25	10/03/25	10/01/25-10/31/25	110,167	110,167
89 Verizon	6123765701	09/17/25	10/03/25	08/18/25-09/17/25	216	216
90 Caltronics Business Systems	4478113-CAL	10/01/25	10/10/25	10/01/25-10/31/25	2,312	2,312
91 AT&T	6667446017	09/19/25	10/14/25	09/19/25-10/18/25	1,992	1,992
92 Gwen Buchholz, Permit Engineer, Inc.	2526-01	08/10/25	10/17/25	07/01/25-07/31/25	20,511	20,511
93 AVI-SPL LLC	2518733	08/11/25	10/17/25	06/03/25	24,617	24,617
94 STV Incorporated	20210635*	07/24/25	10/17/25	06/23/25-06/30/25	23,035	23,000
95 Primo Espresso Company	180790	08/19/25	10/17/25	08/14/25	431	431
96 Jacobs	W8X97007-12	07/25/25	10/17/25	05/31/25-06/30/25	1,274,701	1,274,701
97 Launch Consulting	PSI1039647	08/07/25	10/17/25	07/01/25-07/31/25	49,986	49,986
98 Metropolitan Water District of So. Ca	502096	08/19/25	10/17/25	07/01/25-07/31/25	16,039	16,039
99 Bender Rosenthal, Inc.	2986	08/27/25	10/17/25	07/01/25-07/25/25	17,932	17,932
100 STV Incorporated	20211889	08/15/25	10/17/25	07/01/25-07/31/25	48,050	48,050
101 Parsons	2508D768	08/20/25	10/17/25	07/01/24-06/30/25	751,336	751,336
102 AECOM Technical Services	2001054396	08/22/25	10/17/25	07/01/25-07/25/25	54,744	54,744
103 Bradner Consulting LLC	2526-02	09/02/25	10/17/25	08/01/25-08/31/25	52,077	52,077
104 Parsons	2509A826	08/11/25	10/17/25	01/01/25-06/30/25	20,606	20,606
105 Amazon	1LCL-9J3G-1FXW	10/01/25	10/17/25	09/01/25-09/30/25	656	656
106 Psomas	224464	08/21/25	10/22/25	07/01/25-07/24/25	90,661	90,661
107 e-Builder, Inc.	18133	10/14/25	10/22/25	10/26/25-10/25/26	218,599	218,599
108 e-Builder, Inc.	18134	10/15/25	10/22/25	10/15/25	18,000	18,000
109 Jacobs	W8X97008-01	08/15/25	10/29/25	07/01/25-07/25/25	1,616,136	1,616,136
110 Lucas Public Affairs, LLC	7310582	08/31/25	10/29/25	08/01/25-08/31/25	137,947	137,947
111 Lucas Public Affairs, LLC	7310572	08/31/25	10/29/25	08/01/25-08/31/25	895	895
112 Best, Best, & Krieger	1038237*	08/31/25	10/29/25	07/01/25-07/25/25	27,174	25,944
113 Convergent Systems	1040878	07/29/25	10/29/25	07/29/25	215	215
114 Parsons	2509B818	09/10/25	11/05/25	07/01/25-07/25/25	671,428	671,428
115 CohnReznick Advisory LLC	90145903	09/15/25	11/05/25	08/01/25-08/31/25	101,516	101,516
116 FedEx	9-023-96101	10/10/25	11/05/25	10/01/25-10/08/25	38	38
117 AT&T	9104307015	10/19/25	11/05/25	10/19/25-11/18/25	1,992	1,992
118 FedEx	9-041-62965	10/24/25	11/05/25	10/14/25-10/22/25	38	38
119 Verizon	6126252514	10/17/25	11/05/25	09/18/25-10/17/25	216	216
120 Prime US-Park Tower LLC	20251101	10/24/25	11/05/25	11/01/25-11/30/25	110,314	110,314
121 Gwen Buchholz, Permit Engineer, Inc.	2526-02	09/15/25	11/14/25	08/01/25-08/31/25	21,156	21,156
122 Commuter Industries, Inc.	250131	09/18/25	11/14/25	09/18/25	626	626
123 STV Incorporated	20212602	09/11/25	11/14/25	08/01/25-08/31/25	53,080	53,080
124 Project Neutral, Inc.	DCA-0001	09/29/25	11/14/25	07/25/25-08/31/25	24,314	24,314
125 Convergent Systems	47074	10/01/25	11/14/25	10/01/25-12/31/25	609	609
126 AECOM Technical Services	2001063484	09/17/25	11/14/25	07/26/25-08/29/25	60,770	60,770

* Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 31, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
127 AVI-SPL LLC	2525070	08/21/25	11/14/25	08/07/25-08/26/26	14,380	14,380
128 Bradner Consulting LLC	2526-03	10/01/25	11/14/25	09/01/25-09/30/25	52,077	52,077
129 LuxBus America	142222	10/27/25	11/19/25	10/23/25	1,930	1,930
130 LuxBus America	142875	10/31/25	11/19/25	10/31/25	1,930	1,930
131 Caltronics Business Systems	4504930-CAL	11/04/25	11/19/25	11/01/25-11/31/25	2,691	2,691
132 onPar Advisors	OPIN0415	11/04/25	11/19/25	11/02/25-11/01/26	125,508	125,508
133 Amazon	17GK-WKCQ-YKC6	11/01/25	11/19/25	10/01/25-10/31/25	1,014	1,014
134 xViz LLC	XVIZINV112025006976	11/04/25	11/19/25	11/04/25-11/03/26	1,598	1,598
135 Consolidated Communications	20251015	10/15/25	12/01/25	10/15/25-11/14/25	2,849	2,849
136 CohnReznick Advisory LLC	90158926	10/08/25	12/03/25	09/01/25-09/30/25	121,996	121,996
137 Parsons	2510A578	10/02/25	12/03/25	07/19/25-08/29/25	1,005,057	1,005,057
138 Gwen Buchholz, Permit Engineer, Inc.	2526-03	10/15/25	12/03/25	09/01/25-09/30/25	20,253	20,253
139 Metropolitan Water District of So. Ca	502114	09/25/25	12/03/25	08/01/25-08/31/25	30,716	30,716
140 Miles Treaster & Associates	55094	09/11/25	12/03/25	09/11/25	1,490	1,490
141 FedEx	9-059-18894	11/07/25	12/03/25	10/28/25-11/03/25	38	38
142 FedEx	9-066-99094	11/14/25	12/03/25	11/04/25-11/05/25	19	19
143 AT&T	1271178014	11/19/25	12/03/25	11/19/25-12/18/25	1,992	1,992
144 Consolidated Communications	20251115	11/15/25	12/03/25	11/15/25-12/14/25	2,849	2,849
145 Prime US-Park Tower LLC	20251201	11/21/25	12/03/25	12/01/25-12/31/25	119,536	119,536
146 Verizon	6128746650	11/17/25	12/03/25	10/18/25-11/17/25	216	216
147 Psomas	226517	09/24/25	12/12/25	07/11/25-08/21/25	110,328	110,328
148 Matthew Ian Keogh	MK-2025-04	10/02/25	12/12/25	07/01/25-09/30/25	1,007	1,007
149 Commuter Industries, Inc.	250145	10/07/25	12/12/25	10/07/25	2,024	2,024
150 Psomas	226625	10/21/25	12/12/25	08/22/25-09/25/25	89,193	89,193
151 Bender Rosenthal, Inc.	3074	10/02/25	12/12/25	07/26/25-08/31/25	80,317	80,317
152 Primo Espresso Company	180954	10/01/25	12/12/25	09/11/25-09/30/25	288	288
153 Fedex	9-075-22058	11/21/25	12/12/25	11/14/25-11/17/25	19	19
154 iSpring Solutions	IS-019642	11/24/25	12/12/25	12/05/25-12/04/26	11,525	11,525
155 Amazon	1NDY-Y1DM-RLPC	12/01/25	12/12/25	11/01/25-11/30/25	767	767
156 FedEx	9-083-88922	11/28/25	12/12/25	11/19/25-11/25/25	38	38
157 FedEx	9-092-39497	12/05/25	12/12/25	12/01/25-12/03/25	19	19
158 Lucas Public Affairs, LLC	7310627	09/30/25	12/24/25	08/31/25-09/30/25	1,421	1,421
159 Jacobs	W8X97008-02	09/26/25	12/24/25	04/01/25-08/29/25	2,917,349	2,917,349
160 Launch Consulting	PSI1040146	09/05/25	12/24/25	08/01/25-08/31/25	59,415	59,415
161 Launch Consulting	PSI1040559	10/07/25	12/24/25	09/01/25-09/30/25	54,550	54,550
162 Bradner Consulting LLC	2526-04	10/31/25	12/24/25	10/01/25-10/31/25	52,077	52,077
163 STV Incorporated	206	10/23/25	12/24/25	09/01/25-09/30/25	33,010	33,010
164 Lucas Public Affairs, LLC	7310615	09/30/25	12/24/25	08/31/25-09/30/25	121,960	121,960
165 Jacobs	W8X97008-03	10/30/25	12/24/25	07/01/25-09/26/25	2,603,760	2,603,760
166 Parsons	2511A764*	10/07/25	12/24/25	07/01/25-07/25/25	10,588	9,438
167 AECOM Technical Services	2001076890	10/29/25	12/24/25	08/14/25-09/26/25	82,254	82,254
168 Bender Rosenthal, Inc.	3193	10/30/25	12/24/25	07/24/25-09/26/25	80,355	80,355
169 Gwen Buchholz, Permit Engineer, Inc.	2526-04	11/07/25	12/24/25	10/01/25-10/31/25	19,866	19,866
170 Launch Consulting	PSI1040938	11/05/25	12/24/25	10/01/25-10/31/25	61,614	61,614
171 Metropolitan Water District of So. Ca	502134	10/22/25	12/24/25	09/01/25-09/30/25	10,430	10,430
172 Municipal Resource Group, LLC	251005	10/31/25	12/24/25	08/25/25-09/30/25	25,351	25,351
173 Caltronics Business Systems	4531086-CAL	12/09/25	12/24/25	12/01/25-12/31/25	2,340	2,340
174 Project Neutral, Inc.	DCA-0002	11/06/25	01/07/26	09/01/25-09/30/25	26,227	26,227
175 Project Neutral, Inc.	DCA-0003	11/13/25	01/07/26	10/01/25-10/31/25	46,055	46,055
176 STV Incorporated	427	11/12/25	01/07/26	09/01/25-09/30/25	1,911	1,911
177 Lucas Public Affairs, LLC	7310648	10/31/25	01/07/26	10/01/25-10/31/25	109,479	109,479
178 Jacobs	W8X97008-03-EXP*	09/29/25	01/07/26	07/01/25-08/31/25	65,979	54,897
179 Parsons	2510B307	11/05/25	01/07/26	08/30/25-09/26/25	781,338	781,338
180 Prime US-Park Tower LLC	20260101	12/19/25	01/07/26	01/01/26-01/31/26	110,446	110,446
181 Consolidated Communications	20251215	12/15/25	01/07/26	12/15/25-01/14/26	2,849	2,849
182 Municipal Resource Group, LLC	251102	11/24/25	01/09/26	10/01/25-10/31/25	14,940	14,940
183 STV Incorporated	1169	11/20/25	01/09/26	10/01/25-10/31/25	62,490	62,490
184 FedEx	9-109-66306	12/19/25	01/09/26	12/10/25-12/17/25	57	57
185 Verizon	6131262992	12/17/25	01/09/26	11/18/25-12/17/25	216	216
186 FedEx	9-118-66798	12/26/25	01/09/26	12/17/25-12/22/25	38	38
187 AT&T	4476530112	12/19/25	01/09/26	12/19/25-01/18/26	1,992	1,992
188 Psomas	227784	11/17/25	01/14/26	09/26/25-10/23/25	69,513	69,513
189 AVI-SPL LLC	2577421	11/07/25	01/14/26	10/27/25	183	183

* Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 31, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
190 Airco Mechanical, Inc.	32884	11/18/25	01/14/26	10/28/25-10/30/25	345	345
191 Bender Rosenthal, Inc.	3308	11/25/25	01/14/26	09/27/25-10/31/25	54,182	54,182
192 Santiago Water Strategies	001	11/25/25	01/14/26	09/16/25-10/31/25	32,037	32,037
193 Launch Consulting	PS11041282	12/03/25	01/23/26	11/01/25-11/30/25	48,359	48,359
194 Gwen Buchholz, Permit Engineer, Inc.	2526-05	12/02/25	01/23/26	11/01/25-11/30/25	19,608	19,608
195 Lucas Public Affairs, LLC	7310667	10/31/25	01/23/26	10/01/25-10/31/25	1,492	1,492
196 CohnReznick Advisory LLC	90174622	11/15/25	01/23/26	09/30/25-10/31/25	120,238	120,238
197 CohnReznick Advisory LLC	90181553	12/15/25	01/23/26	11/01/25-11/30/25	124,023	124,023
198 Associated Right of Way Services, Inc.	23833	11/07/25	01/23/26	10/01/25-10/31/25	2,570	2,570
199 Lucas Public Affairs, LLC	7310690	11/30/25	01/23/26	11/01/25-11/30/25	80,492	80,492
200 Municipal Resource Group, LLC	251189	12/10/25	01/23/26	11/01/25-11/30/25	10,976	10,976
201 Santiago Water Strategies	002	12/10/25	01/23/26	11/01/25-11/30/25	15,400	15,400
202 Bradner Consulting LLC	2526-05	12/01/25	01/23/26	11/01/25-11/30/25	52,077	52,077
203 Primo Espresso Company	181201	12/02/25	01/23/26	12/02/25	220	220
204 STV Incorporated	1697	12/04/25	01/23/26	11/01/25-11/30/25	58,805	58,805
205 Amazon	14XL-4R3T-G9JV	01/01/26	01/23/26	12/01/25-12/31/25	278	278
206 Carahsoft Technology Corp	IN2166664R	12/24/25	01/23/26	12/08/25-12/07/26	18,853	18,853
207 ACWA	20250930	09/30/25	01/28/26	01/01/26-12/31/26	850	850
208 Jacobs	W8X97008-04*	11/21/25	02/04/26	07/26/25-10/31/25	3,344,700	3,329,412
209 AECOM Technical Services	2001085910	11/22/25	02/04/26	09/27/25-10/31/25	157,841	157,841
210 Bender Rosenthal, Inc.	3467	12/22/25	02/04/26	11/01/25-11/30/25	12,891	12,891
211 Psomas	228854	12/15/25	02/04/26	10/24/25-11/20/25	102,545	102,545
212 FedEx	9-126-49466	01/02/26	02/04/26	12/23/25-12/29/25	19	19
213 Consolidated Communications	20260115	01/15/26	02/04/26	01/15/26-02/14/26	2,854	2,854
214 Urban Water Institute	2109	12/26/25	02/04/26	12/16/25	750	750
215 Best, Best, & Krieger	1040975	09/30/25	02/04/26	07/17/25-08/31/25	33,029	33,029
216 Best, Best, & Krieger	1043704	10/31/25	02/04/26	08/05/25-09/30/25	27,905	27,905
217 Best, Best, & Krieger	1044711	11/07/25	02/04/26	10/01/25-10/31/25	39,608	39,608
218 Lucas Public Affairs, LLC	7310691	11/30/25	02/04/26	10/31/25-11/30/25	1,295	1,295
219 Prime US-Park Tower LLC	20260201	01/20/26	02/04/26	02/01/26-02/28/26	108,236	108,236
220 Southern California Water Coalition	2111	01/05/26	02/04/26	01/01/26-12/31/26	2,500	2,500
221 Verizon	6133772843	01/17/26	02/04/26	12/18/25-01/17/26	216	216
222 Bradner Consulting LLC	2526-06	12/31/25	02/06/26	12/01/25-12/31/25	52,077	52,077
223 Convergent Systems	47569	01/01/26	02/06/26	01/01/26-03/31/26	609	609
224 Project Neutral, Inc.	DCA-0004	12/20/25	02/06/26	11/01/25-11/30/25	14,027	14,027
225 FedEx	9-141-35861	01/16/26	02/17/26	01/05/26-01/14/26	41	41
226 FedEx	9-159-36109	01/30/26	02/17/26	01/21/26-01/27/26	43	43
227 Lux Bus America Co.	148825	01/31/26	02/17/26	01/29/26-01/31/26	875	875
228 Launch Consulting	PS11041698	01/08/26	02/25/26	12/01/25-12/31/25	186,067	186,067
229 Parsons	2512B014	12/09/05	02/25/26	08/30/25-10/31/25	1,103,686	1,103,686
230 Airco Mechanical, Inc.	33288	01/08/26	02/25/26	11/18/25-12/31/25	907	907
231 Associated Right of Way Services, Inc.	23976	01/07/26	02/25/26	12/01/25-12/31/25	6,181	6,181
232 Commuter Industries, Inc.	260002	01/14/26	02/25/26	01/14/26	151	151
233 Gwen Buchholz, Permit Engineer, Inc.	2526-06	01/04/26	02/25/26	12/01/25-12/31/25	21,414	21,414
234 Matthew Ian Keogh	MK-2026-01	01/09/26	02/25/26	10/01/25-12/31/25	1,219	1,219
235 Metropolitan Water District of So. Ca	502139	12/15/25	02/25/26	09/30/25-10/31/25	18,741	18,741
236 Metropolitan Water District of So. Ca	502141	12/26/25	02/25/26	11/01/25-11/30/25	6,711	6,711
237 Municipal Resource Group, LLC	260008	01/14/26	02/25/26	12/01/25-12/31/25	11,654	11,654
238 Santiago Water Strategies	003	01/13/26	02/25/26	12/01/25-12/31/25	12,650	12,650
239 Hamner, Jewell & Associates	205133	11/10/25	02/25/26	10/01/25-10/31/25	3,011	3,011
240 Hamner, Jewell & Associates	205204	12/08/25	02/25/26	11/01/25-11/30/25	8,112	8,112
241 Hamner, Jewell & Associates	205267	01/12/26	02/25/26	12/01/25-12/31/25	7,846	7,846
242 CohnReznick Advisory LLC	90191499	01/15/26	02/25/26	12/01/25-12/31/25	128,076	128,076
243 Associated Right of Way Services, Inc.	23838	12/03/25	02/25/26	11/01/25-11/30/25	5,474	5,474
244 D.R. McNatty & Associates, Inc.	SI-105425	01/13/26	02/25/26	01/01/26-06/30/26	4,500	4,500
245 ARC Document Solutions, LLC	12980601	11/28/25	02/25/26	11/17/25-11/28/25	2,099	2,099
246 Capital Protection Group, Inc.	1345	01/01/26	02/25/26	12/18/25	250	250
247 Bender Rosenthal, Inc.	3587	01/19/26	02/25/26	12/01/25-12/26/25	18,460	18,460
248 Lucas Public Affairs, LLC	7310728	12/31/25	02/25/26	12/01/25-12/31/25	116,158	116,158
249 Amazon	1M6C-M6RY-XXQV	02/01/26	02/25/26	01/01/26-01/31/26	822	822
250 Jacobs	W8X97008-05	12/17/25	03/04/26	07/26/25-11/28/25	2,475,289	2,475,289
251 Lucas Public Affairs, LLC	7310736	12/31/25	03/04/26	12/01/25-12/31/25	8,482	8,482
252 Metropolitan Water District of So. Ca	502142	01/21/26	03/04/26	12/01/25-12/31/25	11,749	11,749

* Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 31, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
253 STV Incorporated	3734	01/28/26	03/04/26	12/01/25-12/31/25	59,620	59,620
254 FedEx	9-167-05681	02/06/26	03/04/26	01/28/26-01/29/26	21	21
255 Prime US-Park Tower LLC	20260301	02/23/26	03/04/26	03/01/26-03/31/26	112,428	112,428
256 Verizon	6136275912	02/17/26	03/04/26	01/08/26-02/17/26	216	216
257 FedEx	9-185-93605	02/20/26	03/04/26	02/11/26-02/13/26	43	43
258 FlexTG LLC	4546741-CAL	01/02/26	03/04/26	01/01/26-01/31/26	2,274	2,274
259 FlexTG LLC	4571829-CAL	02/03/26	03/04/26	02/01/26-02/28/26	2,359	2,359
260 LuxBus America	147942	01/20/26	03/06/26	01/19/26	1,108	1,108
261 AT&T	4197880119	01/15/26	03/06/26	01/15/26-02/14/26	2,210	2,210
262 AT&T	8324361116	02/15/26	03/06/26	02/15/26-03/14/26	1,100	1,100
263 AECOM Technical Services	2001096484	12/26/25	03/11/26	10/31/25-11/28/25	190,984	190,984
264 Parsons	2512D408	12/30/25	03/11/26	10/01/25-11/28/25	832,683	832,683
265 National Constructors' Group, Inc.	25-11-01	01/05/26	03/11/26	11/01/25-11/30/25	22,089	22,089
266 National Constructors' Group, Inc.	25-11-02	01/06/26	03/11/26	12/01/25-12/31/25	88,544	88,544
267 Bradner Consulting LLC	2526-07	02/02/26	03/11/26	01/01/26-01/31/26	52,077	52,077
268 Amazon	15T3-NYNX-V1DL	03/01/26	03/11/26	02/01/26-02/28/26	169	169
269 AECOM Technical Services	2001104430	01/20/26	03/20/26	11/29/25-01/02/26	98,832	98,832
270 Launch Consulting	PS11041990	02/04/26	03/20/26	01/01/26-01/31/26	52,796	52,796
271 Best, Best, & Krieger	1049299	12/26/25	03/20/26	11/01/25-11/27/25	18,071	18,071
272 Best, Best, & Krieger	1051092	01/15/26	03/20/26	11/28/25-12/31/25	21,070	21,070
273 Convergent Systems	1041228	02/04/26	03/20/26	02/04/26	215	215
274 Airco Mechanical, Inc.	33534	02/03/26	03/20/26	01/28/26	2,197	2,197
275 Lucas Public Affairs, LLC	7310754	01/31/26	03/20/26	01/01/26-01/31/26	100,044	100,044
276 Psomas	230549	01/19/26	03/20/26	11/21/25-12/25/25	130,128	130,128
277 Lucas Public Affairs, LLC	7310755	01/31/26	03/25/26	01/01/26-01/31/26	528	528
278 CohnReznick Advisory LLC	90204099	02/15/26	03/25/26	01/01/26-01/31/26	113,630	113,630
279 STV Incorporated	2025**	01/13/26	03/25/26	10/01/25-11/30/25	5,961	4,549
280 Parsons	2602B661	02/10/26	03/25/26	07/01/25-12/18/25	12,341	12,341
281 Parsons	2602B673**	02/10/26	03/25/26	07/01/25-11/28/25	19,449	9,762
282 FedEx	9-204-04272	03/06/26	03/25/26	02/16/26-02/24/26	65	65
283 FedEx	9-204-04273	03/06/26	03/25/26	02/24/26-02/25/26	21	21
284 FlexTG LLC	4595752-CAL	03/04/26	03/25/26	03/01/26-03/31/26	2,501	2,501
285 Project Neutral, Inc.	DCA-0005	01/30/26	03/30/26	12/01/25-12/31/25	21,531	21,531
286 Psomas	231070	02/19/26	03/30/26	12/26/25-01/29/26	122,788	122,788
287 Jacobs	W8X97008-05A	01/28/26	03/30/26	11/01/25-11/28/25	7,108	7,108
288 Jacobs	W8X97008-04A	01/28/26	03/30/26	09/27/25-10/31/25	15,287	15,287
Subtotal July - March*					\$ 32,514,389	\$ 32,474,505
289 Associated Right of Way Services, Inc.	24004	02/06/26	04/03/26	01/01/26-01/31/26	991	991
290 Heavy Construction Systems Specialist, LLC (HCSS)	INV23858	01/16/26	04/03/26	01/16/26	18,000	18,000
291 Embrava USA, Inc.	INV0016035**	12/31/25	04/03/26	12/31/25	41,848	17,397
292 Project Neutral, Inc.	DCA-0006	02/19/26	04/03/26	01/01/26-01/31/26	11,031	11,031
293 Municipal Resource Group, LLC	260117	02/10/26	04/03/26	01/01/26-01/31/26	5,628	5,628
294 Airco Mechanical, Inc.	33607	02/10/26	04/03/26	01/09/26-01/16/26	345	345
295 Santiago Water Strategies	004	02/18/26	04/03/26	01/01/26-01/31/26	12,650	12,650
296 Heavy Construction Systems Specialist, LLC (HCSS)	INV23881	01/16/26	04/03/26	01/05/26-01/04/27	52,200	52,200
297 STV Incorporated	4853	02/24/26	04/03/26	01/01/26-01/31/26	42,630	42,630
298 Embrava USA, Inc.	INV0016304	02/07/26	04/03/26	02/07/26	39,789	39,789
299 Jacobs	W8X97008-06	01/28/26	04/03/26	11/29/25-12/26/25	2,488,708	2,488,708
300 AVI-SPL LLC	2625126	01/23/26	04/03/26	01/09/26	430	430
301 Bradner Consulting LLC	2526-08	03/02/26	04/03/26	02/01/26-02/28/26	52,077	52,077
302 ARC Document Solutions, LLC	13050571	02/27/26	04/03/26	02/27/26	206	206
303 FedEx	9-211-85831	03/13/26	04/03/26	03/03/26-03/04/26	21	21
304 FedEx	9-221-69299	03/20/26	04/03/26	03/10/26-03/12/26	43	43
305 Verizon	6138801831	03/17/26	04/03/26	02/18/26-03/17/26	216	216
306 Prime US-Park Tower LLC	20260401	03/20/26	04/03/26	04/01/26-04/30/26	110,601	110,601
307 Bender Rosenthal, Inc.	3710	02/24/26	04/08/26	12/27/25-01/30/26	71,972	71,972
308 Miles Treaster & Associates	56103	02/23/26	04/08/26	02/23/26	9,123	9,123
309 AT&T	8125843115	03/15/26	04/08/26	03/15/26-04/14/26	1,593	1,593
310 Primo Espresso Company	181486	02/17/26	04/15/26	02/17/26	1,282	1,282
311 AECOM Technical Services	2001114096	02/17/26	04/15/26	01/01/26-01/31/26	157,251	157,251
312 Parsons	2602D308	02/25/26	04/15/26	11/29/25-12/26/25	741,555	741,555

* Totals may not foot due to rounding.

** Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid
for the Eleven Months Ended May 31, 2026
(Continued)

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
313 CohnReznick Advisory LLC	90217061	03/15/26	04/15/26	02/01/26-02/28/26	41,205	41,205
314 Metropolitan Water District of So. Ca	502155	02/24/26	04/15/26	01/01/26-01/31/26	60,709	60,709
315 ARC Document Solutions, LLC	13050565	02/27/26	04/15/26	02/27/26	199	199
316 Santiago Water Strategies	005	03/05/26	04/15/26	02/01/26-02/28/26	19,113	19,113
317 FedEx	9-231-87809	03/27/26	04/15/26	03/18/26-03/25/26	43	43
318 Amazon	1971-LTFJ-64J7	04/01/26	04/15/26	03/01/26-03/31/26	775	775
319 Consolidated Communications	20260215	02/15/26	04/15/26	02/15/26-03/14/26	2,854	2,854
320 Consolidated Communications	20260315	03/15/26	04/15/26	03/15/26-04/14/26	2,854	2,854
321 FedEx	9-240-83422	04/03/26	04/15/26	03/26/26-03/27/26	21	21
322 Gwen Buchholz, Permit Engineer, Inc.	2526-07	02/06/26	04/22/26	01/01/26-01/31/26	20,640	20,640
323 Parsons	2602C720	03/03/26	04/22/26	08/26/25-12/26/25	8,811	8,811
324 Schnabel Engineering West, Inc.	02066077	03/05/26	04/22/26	12/08/25-12/31/25	31,396	31,396
325 Capital Protection Group, Inc.	1391	02/19/26	04/22/26	02/19/26	250	250
326 Capital Protection Group, Inc.	1404	03/02/26	04/22/26	03/02/26	250	250
327 Associated Right of Way Services, Inc.	24105	03/08/26	04/22/26	02/01/26-02/28/26	360	360
328 Gwen Buchholz, Permit Engineer, Inc.	2526-08	03/06/26	04/22/26	02/01/26-02/28/26	21,672	21,672
329 STV Incorporated	5245r1	03/05/26	04/22/26	02/01/26-02/28/26	72,250	72,250
330 Project Neutral, Inc.	DCA-0007	03/14/26	04/22/26	02/01/26-02/28/26	54,817	54,817
331 Parsons	2603B029	03/05/26	04/22/26	08/24/25-10/30/25	4,636	4,636
332 Lucas Public Affairs, LLC	7310817	02/28/26	04/22/26	02/01/26-02/28/26	4,488	4,488
333 FlexTG LLC	4616931-CAL	04/01/26	04/22/26	04/01/26-04/30/26	2,251	2,251
334 National Constructors' Group, Inc.	25-11-03	02/25/26	04/24/26	01/01/26-01/31/26	84,034	84,034
335 National Constructors' Group, Inc.	25-11-04	03/12/26	04/24/26	02/01/26-02/28/26	74,113	74,113
336 Launch Consulting	PSI1042430	03/06/26	04/29/26	02/01/26-02/28/26	86,964	86,964
337 Lucas Public Affairs, LLC	7310792	02/28/26	04/29/26	02/01/26-02/28/26	121,292	121,292
338 FedEx	9-250-86959	04/10/26	04/29/26	04/06/26-04/08/26	21	21
339 FedEx	9-260-45071	04/17/26	04/29/26	04/14/26-04/15/26	21	21
340 Sacramento Public Library Authority	4435	04/27/26	05/01/26	05/21/26	950	950
341 Bender Rosenthal, Inc.	3823	03/23/26	05/06/26	01/31/26-02/27/26	13,182	13,182
342 Psomas	232109	03/16/26	05/06/26	01/30/26-02/26/26	115,312	115,312
343 Municipal Resource Group, LLC	261097	03/02/26	05/06/26	02/01/26-02/28/26	4,212	4,212
344 ARC Document Solutions, LLC	13062075	03/13/26	05/06/26	03/12/26	69	69
345 AECOM Technical Services	2001125088	03/23/26	05/06/26	01/31/26-02/27/26	134,095	134,095
346 Schnabel Engineering West, Inc.	02067058	03/24/26	05/06/26	01/01/26-01/31/26	46,055	46,055
347 Consolidated Communications	20260415	04/15/26	05/06/26	04/15/26-05/14/26	2,854	2,854
348 AT&T	0862224111	04/15/26	05/06/26	04/15/26-05/14/26	1,593	1,593
349 Verizon	6141323822	04/17/26	05/06/26	03/18/26-04/17/26	216	216
350 Bradner Consulting LLC	2526-09	03/31/26	05/18/26	03/01/26-03/31/26	52,077	52,077
351 Convergent Systems	48072	04/01/26	05/18/26	04/01/26-06/30/26	615	615
352 Hamner, Jewell & Associates	205323	03/30/26	05/18/26	01/01/26-01/31/26	4,078	4,078
353 Hamner, Jewell & Associates	205401	03/30/26	05/18/26	02/01/26-02/28/26	1,493	1,493
354 Matthew Ian Keogh	MK-2026-02	04/01/26	05/18/26	01/01/26-01/31/26	748	748
355 Schnabel Engineering West, Inc.	02067285	03/30/26	05/18/26	02/01/26-02/28/26	17,568	17,568
356 Parsons	2603B704-TRAVEL	03/11/26	05/18/26	07/26/25-08/29/25	9,016	9,016
357 Parsons	2603B322	03/27/26	05/18/26	12/27/25-01/30/26	614,623	614,623
358 FedEx	9-268-96029	04/24/26	05/18/26	04/16/26-04/17/26	21	21
359 FedEx	9-278-84765	05/01/26	05/18/26	04/23/26-04/28/26	44	44
360 Jacobs	W8X97008-04EXP**	03/20/26	05/27/26	07/27/25-10/31/25	108,453	81,461
361 Parsons	2604B815	04/10/26	05/27/26	12/19/25-01/30/26	269,258	269,258
362 A2 Strategic Procurement Solutions, LLC	00001	04/03/26	05/27/26	03/01/26-03/31/26	4,427	4,427
363 Psomas	233164	04/13/26	05/27/26	02/27/26-03/26/26	77,671	77,671
364 Gwen Buchholz, Permit Engineer, Inc.	2526-09	04/01/26	05/27/26	03/01/26-03/31/26	21,156	21,156
365 Associated Right of Way Services, Inc.	24156	04/03/26	05/27/26	03/01/26-03/31/26	390	390
366 CohnReznick Advisory LLC	90234815	04/15/26	05/27/26	03/01/26-03/31/26	35,049	35,049
367 Parsons	2604B845	04/10/26	05/27/26	01/31/26-02/27/26	779,298	779,298
368 Jacobs	W8X97008-07	04/03/26	05/27/26	12/27/25-01/30/26	2,708,494	2,708,494
369 Lucas Public Affairs, LLC	7310840	03/31/26	05/27/26	03/01/26-03/31/26	134,899	134,899
370 FlexTG LLC	4648062-CAL	05/08/26	05/27/26	05/01/26-05/31/26	2,224	2,224
371 LuxBus America	158937	05/14/26	05/27/26	05/08/26	1,825	1,825
Subtotal April - May*					\$ 9,738,194	\$ 9,686,751
Total July - May*					\$ 42,252,583	\$ 42,161,256

* Totals may not foot due to rounding.

** Certain expenses were disallowed by the DCA.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Accounts Payable Aging Schedule ⁽¹⁾
As of May 31, 2026

Payable To:	1 - 30	31 - 60	61 - 90	> 90	Total
A2 Strategic Procurement Solutions, LLC					
Invoice #00002	31,898	—	—	—	31,898
AECOM Technical Services					
Invoice #2001134113	156,100	—	—	—	156,100
ARC Document Solutions, LLC					
Invoice #13080482R	—	121	—	—	121
Associated Right of Way Services, Inc.					
Invoice #24250	1,289	—	—	—	1,289
Bender Rosenthal, Inc.					
Invoice #3934	—	20,491	—	—	20,491
Best, Best, & Krieger					
Invoice #1054099	—	31,606	—	—	31,606
Bradner Consulting LLC					
Invoice #2526-10	53,639	—	—	—	53,639
CohnReznick Advisory LLC					
Invoice #90262678	68,336	—	—	—	68,336
Commuter Industries, Inc.					
Invoice #260034	—	185	—	—	185
FedEx					
Invoice #9-298-23127	22	—	—	—	22
Invoice #9-309-11692	44	—	—	—	44
Gwen Buchholz, Permit Engineer, Inc.					
Invoice #2526-010	18,834	—	—	—	18,834
Hamner, Jewell & Associates					
Invoice #205498	—	1,071	—	—	1,071
Invoice #205560	1,033	—	—	—	1,033
Jacobs					
Invoice #W8X97008-05EXP	—	33,968	—	—	33,968
Invoice #W8X97008-08	2,791,679	—	—	—	2,791,679
Invoice #W8X97008-05AEXP	49,329	—	—	—	49,329
Invoice #W8X97008-06EXP	41,590	—	—	—	41,590
Invoice #W8X97008-09	3,049,252	—	—	—	3,049,252
Launch Consulting					
Invoice #PSI1042707	—	68,377	—	—	68,377
Invoice #PSI1043018	59,799	—	—	—	59,799
Invoice #PSI1043234	8,316	—	—	—	8,316
Lucas Public Affairs, LLC					
Invoice #7310855	—	1,280	—	—	1,280
Invoice #7310881	115,551	—	—	—	115,551
Metropolitan Water District of So. Ca					
Invoice #502163	44,167	—	—	—	44,167
Municipal Resource Group, LLC					
Invoice #260309	—	2,530	—	—	2,530
Invoice #260419	1,770	—	—	—	1,770
National Constructors' Group, Inc.					
Invoice #25-11-05	—	50,042	—	—	50,042
Project Neutral, Inc.					
Invoice #DCA-0008	—	119,569	—	—	119,569
Psomas					
Invoice #234285	81,994	—	—	—	81,994
Santiago Water Strategies					
Invoice #006	—	14,988	—	—	14,988
Invoice #007	17,737	—	—	—	17,737
Schnabel Engineering West, Inc.					
Invoice #02067454	—	3,877	—	—	3,877
Invoice #02068261	8,876	—	—	—	8,876
STV Incorporated					
Invoice #6791	—	74,300	—	—	74,300
	\$ 6,601,255	\$ 422,405	\$ —	\$ —	\$ 7,023,660

*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, 2026

<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-921	\$ 103,770	\$ —	\$ —	\$ —	103,770
Invoice #DCA-924	33,969	—	—	—	33,969
Invoice #DCA-930	35,599	—	—	—	35,599
Invoice #DCA-931	119,569	—	—	—	119,569
Invoice #DCA-932	74,300	—	—	—	74,300
Invoice #DCA-933	2,758	—	—	—	2,758
Invoice #DCA-934	110,601	—	—	—	110,601
Invoice #DCA-935	2,791,679	—	—	—	2,791,679
Invoice #DCA-936	49,328	—	—	—	49,328
Invoice #DCA-937	41,590	—	—	—	41,590
Invoice #DCA-938	68,114	—	—	—	68,114
Invoice #DCA-939	82,508	—	—	—	82,508
Invoice #DCA-940	81,994	—	—	—	81,994
Invoice #DCA-941	115,551	—	—	—	115,551
Invoice #DCA-942	86,826	—	—	—	86,826
Invoice #DCA-943	4,137	—	—	—	4,137
Invoice #DCA-944	156,100	—	—	—	156,100
Invoice #DCA-945	68,336	—	—	—	68,336
Invoice #DCA-946	3,049,252	—	—	—	3,049,252
Invoice #DCA-947	9,909	—	—	—	9,909
	<u>\$ 7,085,890</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 7,085,890</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, 2026 May 31, 2026	Year to Date May 31, 2026
Receipts:		
Contributions ⁽¹⁾	\$ 6,811,810	\$ 42,084,538
Disbursements:		
Program management office		
Executive office	1,234,963	4,791,096
Community engagement	264,346	1,475,108
Program controls	1,152,076	4,803,025
Administration	1,004,574	4,752,780
Procurement	185,232	779,607
Property	330,448	1,306,623
Permitting management	417,918	1,483,710
Health and safety	93,980	355,222
Quality management	113,560	511,353
Program initiation		
Engineering	4,598,307	20,144,508
Fieldwork	291,347	1,688,110
Geotechnical management	—	70,114
Total disbursements	<u>9,686,751</u>	<u>42,161,256</u>
Net changes in cash	(2,874,941)	(76,718)
Cash at July 1, 2025	—	815,446
Cash at April 1, 2026	<u>3,613,669</u>	<u>—</u>
Cash at May 31, 2026	<u>\$ 738,728</u>	<u>\$ 738,728</u>

Statements of Revenues, Expenses and Changes in Net Position

	Apr. 1, 2026 May 31, 2026	Year to Date May 31, 2026
Revenues:		
Contributions ⁽¹⁾	\$ 11,965,105	\$ 46,028,138
Expenses*:		
Program management office		
Executive office	1,225,404	5,371,419
Community engagement	255,423	1,436,147
Program controls	922,039	4,516,319
Administration	806,362	4,634,367
Procurement	123,060	722,342
Property	253,906	1,266,570
Permitting management	600,830	1,800,530
Health and safety	68,880	323,454
Quality management	78,744	437,478
Program initiation		
Engineering	7,569,099	23,762,199
Fieldwork	156,100	1,634,407
Geotechnical management	—	43,497
Total expenses	<u>12,059,847</u>	<u>45,948,729</u>
Changes in net position	(94,742)	79,409
Net position at June 30, 2025	—	1,230,398
Net position at March 31, 2026	<u>1,404,549</u>	<u>—</u>
Net position at May 31, 2026	<u>\$ 1,309,807</u>	<u>\$ 1,309,807</u>

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

⁽¹⁾ DWR contributions invoiced through the DCO.



DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

	Statements of Cash Receipts and Disbursements		Statements of Revenues, Expenses and Changes in Net Position	
	Apr. 1, 2026 May 31, 2026	Year to Date May 31, 2026	Apr. 1, 2026 May 31, 2026	Year to Date May 31, 2026
Receipts/Revenues:				
Contributions ⁽¹⁾	\$ 6,811,810	\$ 42,084,538	\$ 11,965,105	\$ 46,028,138
Disbursements/Expenses*:				
Program management office				
Executive office	1,234,963	4,791,096	1,225,404	5,371,419
Community engagement	264,346	1,475,108	255,423	1,436,147
Program controls	1,152,076	4,803,025	922,039	4,516,319
Administration	1,004,574	4,752,780	806,362	4,634,367
Procurement	185,232	779,607	123,060	722,342
Property	330,448	1,306,623	253,906	1,266,570
Permitting management	417,918	1,483,710	600,830	1,800,530
Health and safety	93,980	355,222	68,880	323,454
Quality management	113,560	511,353	78,744	437,478
Program initiation				
Engineering	4,598,307	20,144,508	7,569,099	23,762,199
Fieldwork	291,347	1,688,110	156,100	1,634,407
Geotechnical management	—	70,114	—	43,497
Total disbursements/expenses	9,686,751	42,161,256	12,059,847	45,948,729
Net changes in cash	(2,874,941)	(76,718)		
Cash at July 1, 2025	—	815,446		
Cash at April 1, 2026	3,613,669	—		
Cash at May 31, 2026	\$ 738,728	\$ 738,728		
Changes in net position			(94,742)	79,409
Net position at June 30, 2025			—	1,230,398
Net position at March 31, 2026			1,404,549	—
Net position at May 31, 2026			\$ 1,309,807	\$ 1,309,807

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

⁽¹⁾ DWR contributions invoiced through the DCO.



DCP Communications Report

Contact: Jessyca Sheehan, DCA Communications Manager

Date: June 18, 2026 Board Meeting

Item No. 9c

Subject: DCP Communications Status Update

Summary:

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

Detailed Report:

More details will be presented at the Board Meeting.

Recommended Action:

Information, only.

DWR Environmental Manager's Report

Contact: Carolyn Buckman, DWR Environmental Manager

Date: June 18, 2026, Board Meeting

Item No. 9d

Subject: DWR Environmental Program Manager's Status Update

Summary:

The Department of Water Resources (DWR) is proceeding with permitting activities for the approved single-tunnel solution to modernize and rehabilitate the State Water Project infrastructure in the Delta.

Detailed Report:

DWR is continuing to take the next steps to pursue numerous state and federal permits or authorizations.

Endangered Species Act (ESA). DWR has received [Biological Opinions](#) from the U.S. Fish and Wildlife Service and National Marine Fisheries Service for Delta Conveyance Project construction and construction-related maintenance activities. This important milestone marks the completion of the ESA process for construction. Compliance with ESA is required to ensure a project will not jeopardize the continued existence of any federally listed species or adversely modify or destroy listed critical habitat.

Water Rights. The SWB hearing process on DWR's petition to add two new points of diversion has completed the first phase (DWR's presentation of case-in-chief), second phase (protestants' presentation of their case-in-chief), and third phase (DWR's rebuttal of the protestants' testimony). During the month of June, the protestants have been giving verbal summaries of their rebuttal testimony, which will continue through June 26, 2026. DWR has requested sur-rebuttal to follow-up on some content raised during the protestants' rebuttal testimony; the written testimony is due on July 24 and the oral summaries will be on August 20, 21, and 24, 2026.

Delta Plan Consistency. The Delta Stewardship Council (DSC) adopted a decision on the Delta Conveyance Project's consistency with the Delta Plan on April 23 that dismissed or denied the vast majority of appeals, with a limited remand to DWR for further clarification on two policy areas. Remands are a standard part of the Delta Plan's Certification of Consistency and appeals process and provide an opportunity to supplement or clarify portions of the record. DWR is developing a revised certification on remanded items to complete the Delta Plan Consistency process.

Recommended Action:

Information only.