

JEPA Amendment No. 6

**AMENDMENT NO. 6
TO
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE
DEPARTMENT OF WATER RESOURCES, STATE OF CALIFORNIA
AND THE
AUTHORITY**

This Amendment No. 6 to the October 26, 2018 Amended And Restated Joint Exercise of Powers Agreement Between the Department of Water Resources of the State of California (“DWR”), as previously amended, and the Delta Conveyance Design and Construction Joint Powers Authority (“Authority”) is entered into and effective as of the last date set forth on a signature page hereto.

RECITALS

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

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

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

JEPA Amendment No. 6

WHEREAS, the parties entered into those Amendments No. 2-No. 5 to the Amended and Restated Joint Exercise of Powers Agreement as amended by Amendment No. 1 (collectively, the “Agreement”) to make various changes;

WHEREAS, the parties desire to further amend the Agreement to clarify the term of the Agreement and make certain other changes.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment No. 6, the parties hereby agree to amend the Agreement as follows.

Amendment

A. Section 14, “Term,” is amended to read in full as follows:

14. Term

The term of this Agreement be from the date first above written until DWR’s final acceptance of the Conveyance Project; provided that this Agreement shall not become effective until approved by the Department of General Services. Notwithstanding the foregoing, the termination date of this Agreement during the Planning Phase shall be June 30, 2025.

B. Section 10, “Invoicing and Payment” shall be amended to read in full as follows:

10. Invoicing and Payment

Invoices with sufficient detail to justify payment shall be submitted by the Authority in arrears to:

Delta Conveyance Office,

1516 9th Street, 2nd Floor

JEPA Amendment No. 6

Warren-Alquist Building

Sacramento, CA 95814.

Each invoice must identify this Agreement by the DWR contract number and the applicable budget categories and task orders. Where applicable, invoices shall include receipts for materials, supplies and work accomplished by the Authority and its contractors. Subject to the availability of funding for the Conveyance Project and after determining consistency with the approved fiscal year budget, schedule, contracts, task orders and other supporting documents, DWR shall make payments on the undisputed portions of invoices as soon as State invoice processing procedures allow and consistent with State law. For purposes of this Agreement funding is available (i) if and when DWR, compliance with applicable law, legal decisions and contracts in each case as determined by DWR, issues and sells revenue bonds for the purpose of funding planning activities or construction of a Conveyance Project, or (ii) if sufficient funds have been contributed to DWR by one or more public water agencies that receive water from the SWP or CVP, or a joint powers authority comprised of public water agencies, sufficient in DWR's determination to pay invoices as such invoices become due for payment. Disputed portions of invoices shall be resolved as provided for in Section 24. The Authority shall include within all its public works contracts a provision whereby it withholds from its payments a retention in the maximum amount permitted by law. Should DWR, in the exercise of its rights under Section 6 of this Agreement, participate in any work described in this Agreement, the cost of such participation shall be treated as a Conveyance Project cost in the same manner as costs incurred by the Authority.

JEPA Amendment No. 6

C. Section 13, "Notices" shall be amended to read in full as follows:

13. Notices

Written communications concerning this Agreement shall be delivered in person to the following person or deposited in the United States mail, postage prepaid, addressed to other Party at the following addresses:

Delta Conveyance Office,

1516 9th Street, 2nd Floor

Warren-Alquist Building

Sacramento, CA 95814.

Delta Conveyance Design and Construction Authority

980 9th Street, Suite 2400

Sacramento, CA 95814


These addresses and the address for invoices in Section 10 may be amended with written notice to the Party.

JEPA Amendment No. 6

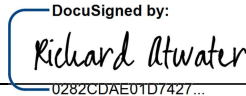
Except as hereby amended, the Agreement shall remain in full force and effect.

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

**STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES**

By: 
Title: Director
Date: 4/21/2022

**DESIGN AND CONSTRUCTION
AUTHORITY**

By: 
Title: President
Date: 4/4/2022

Approved as to legal form and consistency

By: Thomas Gibson
General Counsel

Approved as to legal form and consistency

By:  4/5/2022
General Counsel

Certificate Of Completion

Envelope Id: 5799EE871D7C4867826F9E0586D6F83C

Status: Completed

Subject: Please DocuSign: JEPA-6 DWR & DCA Ready for DWR DocuSign 05APR22.pdf

FormID:

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

William Hanley

AutoNav: Enabled

1416 9th Street

Enveloped Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

William.Hanley@water.ca.gov

IP Address: 136.200.53.22

Record Tracking

Status: Original

Holder: William Hanley

Location: DocuSign

4/5/2022 3:57:02 PM

William.Hanley@water.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

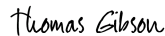
Storage Appliance Status: Connected

Pool: Department of Water Resources

Location: DocuSign

Signer Events**Signature****Timestamp**

Thomas Gibson



Sent: 4/5/2022 4:02:31 PM

Thomas.Gibson@water.ca.gov

Viewed: 4/6/2022 8:38:24 AM

Chief Counsel

Signed: 4/6/2022 8:38:37 AM

Office of the General Counsel

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Signed by link sent to

Thomas.Gibson@water.ca.gov

Using IP Address: 68.127.162.178

Electronic Record and Signature Disclosure:

Accepted: 4/6/2022 8:38:24 AM

ID: 9889bc7b-48c7-43aa-8953-503cb078af09

Karla Nemeth



Sent: 4/6/2022 11:55:42 AM

Karla.Nemeth@water.ca.gov

Resent: 4/21/2022 11:46:24 AM

Director

Viewed: 4/21/2022 1:30:29 PM

Security Level: Email, Account Authentication
(None)

Signed: 4/21/2022 1:30:43 PM

Signature Adoption: Drawn on Device

Signed by link sent to Karla.Nemeth@water.ca.gov

Using IP Address: 174.208.171.185

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/21/2022 1:30:29 PM

ID: 8bc5b6d4-aad7-4e1a-97b8-b2374ad004a8

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Lea Garrison Lea.Garrison@water.ca.gov Department of Water Resources Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 99.22.254.65	Sent: 4/6/2022 8:38:41 AM Viewed: 4/6/2022 11:55:41 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Kenneth Bodgan Kenneth.Bogdan@water.ca.gov Department of Water Resources Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 4/6/2022 8:38:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/5/2022 4:02:31 PM
Certified Delivered	Security Checked	4/21/2022 1:30:29 PM
Signing Complete	Security Checked	4/21/2022 1:30:43 PM
Completed	Security Checked	4/21/2022 1:30:43 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davis@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.