

November 20, 2019

Delta Conveyance Design and Construction Authority  
Board of Directors

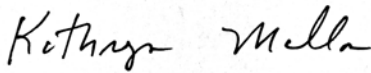
Subject: ***Materials for the November 21, 2019, Special Board Meeting***

Members of the Board:

The special meeting of the Delta Conveyance Design and Construction Authority (DCA) Board of Directors is scheduled for **Thursday, November 21, 2019 at 2:00 p.m. at Park Tower, 980 9<sup>th</sup> Street, Conference Center (second floor), in Sacramento.**

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

Regards,



Kathryn Mallon  
DCA Executive Director



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

**SPECIAL MEETING**

Thursday, November 21, 2019  
2:00 p.m.

PARK TOWER  
980 9<sup>TH</sup> Street, Second Floor Conference Center, Sacramento, CA 95814

**AGENDA**

Assistance 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 at least two working days in advance of the meeting by contacting the Design and Construction Authority support staff at (916) 347-0486 or [info@dcdca.org](mailto:info@dcdca.org). Members of the public may speak regarding items on the agenda 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 speak are requested to complete speaker cards.

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENT**

*Members of the public may address the Authority on matters that are within the Authority's jurisdiction but that are not on the agenda. Speakers are limited to three minutes each; however, the Chair may limit this time when reasonable based on the circumstances. Persons wishing to speak are requested to complete speaker cards.*

**5. APPROVAL OF MINUTES: October 17, 2019 Regular Board Meeting**

**6. CONSENT CALENDAR**

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

- a. Informational Update Regarding VoIP Services Procurement
- b. Informational Update Regarding Meeting Management Software

## 7. DISCUSSION ITEMS

- a. Report out from Stakeholder Engagement Committee Meeting

Recommended Action: Information Only

- b. Delta Conveyance Planning Update

Recommended Action: Information Only

- c. October DCA Monthly Report

Recommended Action: Information only

- d. Review and Accept the 2018-2019 DCA Audit performed by KPMG

Recommended Action: Information Only

- e. Consider Passing Resolution to Appoint DCA Stakeholder Engagement Committee Member

Recommended Action: Pass Resolution

## 8. STAFF REPORTS AND ANNOUNCEMENTS

- a. General Counsel's Report
- b. Treasurer's Report
- c. DWR Environmental Manager's Report
- d. Verbal Reports, if any

## 9. FUTURE AGENDA ITEMS

## 10. ADJOURNMENT

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***Next scheduled meeting: December 19, 2019 Regular Board Meeting at 2:00 p.m. (1:30 p.m. if there is a closed session) in the Sacramento Public Library, Tsakopoulos Library Galleria, 828 I Street, Sacramento, CA 95814***

BOARD OF DIRECTORS MEETING

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# MINUTES

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**REGULAR MEETING**

**Thursday, October 17, 2019**

**2:00 PM**

(Paragraph numbers coincide with agenda item numbers)

**1. CALL TO ORDER**

The regular meeting of the Delta Conveyance Design and Construction Authority (DCA) Board of Directors was called to order in the Sacramento Public Library, Tsakopoulos Library Galleria, 828 I Street, Sacramento, CA 95814, at 2:00 p.m.

**2. ROLL CALL**

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

DWR and DCA staff members in attendance were Nazli Parvizi, Joshua Nelson, Carrie Buckman, and Katano Kasaine.

**3. PLEDGE OF ALLEGIANCE**

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

**4. PUBLIC COMMENT**

President Estremera opened Public Comment, limiting speaking time to three minutes each.

President Estremera closed Public Comment.

**5. APPROVAL OF MINUTES: September 19, 2019 Regular Board Meeting**

Recommendation: Approve the September 19, 2019 Regular Board Meeting Minutes

Move to Approve Minutes from September 19, 2019: Atwater

Second: Palmer

Yeas: Estremera, Palmer

Nays: None

Abstains: Arakawa

Recusals: None

Absent: None

Summary: 3 Yeas; 0 Nays; 1 Abstains; 0 Absent. (Motion passed as MO 19-10-01).



## 6. CONSENT CALENDAR

There were no items on this month's consent calendar.

## 7. DISCUSSION ITEMS:

### a. Consider Passing Resolution to Appoint and Formalize DCA Delta Stakeholder Engagement Committee

Recommendation: Adopt Resolution to Appoint and Formalize DCA Delta Stakeholder Engagement Committee

Ms. Nazli Parvizi, Stakeholder Engagement, put forth the nominees for the DCA Stakeholder Engagement Committee (SEC). Ms. Parvizi briefly explained the purpose of the committee which is to have a robust and transparent outreach program that allows the voices and opinions of Delta residents to be heard and considered while the DCA explores engineering and design proposals. This SEC will be a forum where preliminary data is shared to get input from those who know the Delta, while taking in to account local knowledge, history, and geography. Ms. Parvizi went in to detail the ways in which the proposed committee members represent diverse interest groups spread out throughout different areas of the Delta. These stakeholders will be the liaisons to groups that they represent in order to solicit input after each meeting and create a feedback loop to DWR and the Board. Ms. Parvizi stated that the Ad Hoc Committee recommended to increase the size of the SEC by one member which falls under public safety. The Solano County representative on the SEC has yet to be determined due to no applicants for this position. In conclusion, the committee resulted with 16 public members, 2 Ex Officio members, and 1 alternate member.

Ms. Sarah Palmer expressed how impressed she was in the very broad geographical distribution of SEC members the DCA has selected. Mr. Richard Atwater adds on that he is pleased with the outcome of this committee and the wide range of diverse and expert opinions that will be represented. Ms. Palmer noted that she sees there are opposers to this project on the committee which will help make it possible to look critically at areas that the DCA wants input on.

Mr. Stephen Arakawa asked if there was going to be a SEC meeting before the next DCA Board meeting. Ms. Parvizi noted that the DCA has a tentative date in November which will be an introductory session and training of the Brown Act. Ms. Palmer wanted to know if the DCA has found a location for the first meeting in which Ms. Parvizi responded saying that the DCA is looking at a wide range of places around the Delta. Input from committee members will also be taken in to account to determine if it would be best to have one consistent location or if meetings need to move locations periodically to accommodate for the different areas of the Delta that the committee members live. Mr. Nelson provided his input that the DCA does have a tentative date, the second week in November, which will make it possible to have the first report of the meeting presented at the November Board meeting.

Mr. Tony Estremera declared his willingness to have a joint meeting with the Board and the SEC to make introductions. This will be coordinated after a few SEC meetings have taken place. Mr. Estremera also noted that he has appointed his vice chair on the committee, Barbara Keegan, who he feels is a good fit based on her experience and commitment to the Delta.

Move to Approve Resolution to Appoint and Formalize DCA Delta Stakeholder Engagement Committee,

as noted: Palmer  
Second: Atwater  
Yeas: Estremera, Atwater, Palmer, and Arakawa  
Nays: None  
Abstains: None  
Recusals: None  
Absent: None  
Summary: 4 Yeas; 0 Nays; 0 Abstains; 0 Absent. (Motion passed as Resolution 19-19).

**b. Consider Passing Resolution Authorizing a Professional Services Agreement to Provide Communications Support Services**

Recommendation: Adopt Resolution Authorizing a Professional Services Agreement to Provide Communications Support Services

Ms. Parvizi went into detail regarding the Request for Qualifications (RFQ) process that occurred for communication support services. Ms. Palmer asked if these proposed services were compatible with DWR in which Ms. Parvizi confirmed the software is compatible and will be able to interface with DWR. Ms. Parvizi also confirmed that the new website will be ADA approved.

Ms. Palmer questioned how the pricing differed by separating the two contracts and if it would have been cheaper to procure only one contract for the requested items. Ms. Parvizi clarified that it would not have necessarily been cheaper to only have one firm due to the fact that the best communications support teams and best graphics support teams do not always fall under the same company. With this in mind, a list of specific needs was provided in the RFQ process that firms could essentially pick and choose what they felt they were qualified for. In the end, there was no one that applied for everything on the list, leading DCA to contract two different firms. Communications and meeting facilitation were grouped into one category and graphics support and website were grouped into another category. Ms. Parvizi spoke about the ways in which the selected firms went above and beyond with the DCA's requests during this process. As a result, VMA communications and AP42 were identified as the ideal candidates.

Ms. Palmer requested in the future to have procurement price breakdowns for the Board to consider and also noted that the public tends to judge the DCA on their spending and wanted to ensure they are not overspending. Mr. Nelson confirms that the price breakdown can be included in the Board packet for future procurements and added that cost was a factor in determining which contracts were awarded for the communication support services. Mr. Atwater agreed with the approach of getting a blend of needed skillsets for the program and felt that the combination that the DCA has chosen in this procurement process matches the DCA's needs. Mr. Atwater stated that adjustments can be made as this project develops further and would like to reassess costs and the budget along the way.

Move to Approve Resolution to Authorize a Professional Services Agreement to Provide Communications Support Services

as noted: Atwater

Second: Arakawa  
 Yeas: Estremera, Atwater, Palmer, and Arakawa  
 Nays: None  
 Abstains: None  
 Recusals: None  
 Absent: None  
 Summary: 4 Yeas; 0 Nays; 0 Abstains; 0 Absent. (Motion passed as Resolution 19-20).

### c. September DCA Monthly Report

Mr. Nelson gave a brief overview of the Monthly Report. The DCA continues to move forward with engineering work identified in the draft execution plan as well as stakeholder engagement. Mr. Atwater comments on the report in which he would like to spend more time discussing section 5 (budget) when Ms. Mallon returns to the next Board meeting. Ms. Palmer requests that the Board report be sent to them the Friday before the Board meeting to ensure enough time for review of the material. Mr. Arakawa also referenced section 5 of the report and asked if this will include more detail on revenue. Mr. Nelson responded that there will be a more detailed discussion in future Board meetings and the DCA can incorporate the revenue in the monthly report.

## 8. STAFF REPORTS AND ANNOUNCEMENTS:

### a. General Counsel's Report

A written report was provided in the Board package. Mr. Nelson highlighted the efforts in forming the Stakeholder Engagement Committee.

### b. Treasurer's Report

A written report was provided in the Board package. Ms. Katano Kasaine referenced the report regarding the reclassification of capital. While the majority of the work at the DCA considered capital work performed for administrative tasks and not. Management work with KPMG to reclassify all of their expenditure from inception and majority of those were approximately 7.6M and 2.5M in general administrative costs equaling about 10.6M in reclassification. Ms. Katano stated that this quarter, the DCA had about 452K of general administrative costs, and 3M of CIP costs. It was also noted that the seed money that the DCA received (800K) is now slightly under by about 16K that was used for travel and from other items in May. Ms. Katano declared that the audit has been completed and there were no findings from KPMG. Mr. Atwater requests that this audit report be included in the next Board material for review.

### c. DWR Environmental Manager's Report

A written report was provided in the Board package. Ms. Carrie Buckman noted that the CEQA process is moving forward at the end of this year after the release of the NOP. In addition, DWR has been working towards selecting and contracting consultants in order to have support in the CEQA process.

Ms. Palmer inquired when the NOP will be released. Ms. Buckman responded that they are working towards early December but no exact date is finalized.

Mr. Arakawa wanted to know if the consultants being selected would be completed in the next month or so. Ms. Buckman responded that she is hopeful of this but unsure how long the negotiation process will take. As soon as this process is finalized, DWR will update the Board.

**d. Verbal Reports**

Ms. Palmer referenced a meeting she attended in Visalia with members of the South Delta in attendance as well as Wade Crowfoot. Some feedback she received is it would be beneficial to have more information regarding ground water use.

**9. FUTURE AGENDA ITEMS:**

No requested future agenda items.

**10. ADJOURNMENT:**

President Estremera adjourned the meeting at 2:32p.m., in the Sacramento Public Library, Tsakopoulos Library Galleria, 828 I Street, Sacramento.

## Board Memo

**Contact:** Jennifer Malone, IT Manager

**Date:** November 21, 2019 Board Meeting

**Item No.** 6a

**Subject:**

Information item concerning award of a contract to RingCentral as a VoIP and Unified Communications as a Services (UCaaS) vendor that includes enterprise-class voice, fax, text, call handling, mobile apps and Bring-Your-Own-Device (BYOD) capability.

**Executive Summary:**

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After soliciting phone and email quotes from two phone service providers and participating in product demonstrations, the Executive Director intends to award a 36-month contract to RingCentral Inc., to provide integrated voice fax, text, call handling, and mobile applications services and Voice over Internet Protocol (VoIP) equipment at the new DCA headquarters, for not-to-exceed amount of \$216,932.

**Detailed Report:**

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The DCA will move into new headquarters in early 2020 and will require VoIP phones and access to cloud-based Unified Communications as a Service (UCaaS) that includes enterprise- class voice, fax, text, call handling, mobile apps, and Bring-Your-Own-Device (BYOD) capability that integrates with a growing list of cloud applications that the DCA is implementing. The VoIP phones and UCaaS capabilities includes a suite of products and services including:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Online Meetings, including video and audio-conferencing services, and screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, Task management, SMS/Texting (where available) and other innovative tools
- Unified communications services can be accessed from desk phones, soft phones installed on laptops and tablets, and mobile phones.

These services will enable DCA staff and consultants to communicate and collaborate onsite or remotely including the ability to host video conferencing and webinar sessions for potentially hundreds of attendees. While traditional phone companies offer phones and dial tone, the UCaaS capability is required by the DCA for collaboration purposes. These UCaaS features are only provided by few cloud-based Internet vendors. Staff utilized Gartner Consulting Insights, a highly regarded international IT consulting firm, who publishes a comparison matrix called the Gartner Magic Quadrant which identified 12 companies who provide UCaaS services. Staff evaluated the two top UCaaS contenders recommended by Gartner which were RingCentral and 8X8.

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After a series of demonstrations of capabilities and various ways by which staff could use the UCaaS system, RingCentral was selected as a preferred provider due to its ease of use, portability on numerous devices, and extensive feature sets. This procurement is authorized pursuant to Sections 6(c)(9) of the DCA Purchasing Policy, transactions pursuant to contracts secured by other public agencies which comply with the competitive procurement requirements applicable to those agencies. This procurement piggybacks on the procurement conducted by Region 8 Education Service Center, a public agency located in Texas, pursuant to RFP 180304 for Telephone and Communications Data Systems and Solutions in April 2018.

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**Funding:**

The fiscal year 2019-20 Budget Approval included \$8.43 million for Administration, which includes \$2.48 million for Information Technology expenditures of which approximately \$216,932 will be expended on this agreement. DCA expenditures will be funded through contributions provided by the Department of Water Resources (DWR) and the State Water Contractors. Funding for on-going support in successive years will be provided through contributed funds, bonds issued by the DWR, or funds raised by the Delta Conveyance Finance Authority through WIFIA loans or bond issuances.

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**Recommended Action:**

Receive this informational memo regarding the Executive Director's decision to award a 36-month contract to RingCentral, Inc., for the not-to-exceed amount of \$216,932, to provide VoIP and UCaaS integrated voice, fax, text, call handling, and mobile applications services and Voice over Internet Protocol (VoIP) equipment.

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**Attachments:**

Attachment 1 – RingCentral Contract with The Interlocal Purchasing System (TIPS)

# **TIPS VENDOR AGREEMENT**

Between **RingCentral, Inc.** and

## **THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

**For**

### **RFP 180304 Telephone and Communications Data Systems and Solutions**

#### **General Information**

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

## Terms and Conditions

### Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.



### Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company except that, RingCentral may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

### Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to

satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use

the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees.

i) RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further, RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral. ii) RingCentral will have no indemnification obligations under subsection (i) above if the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided by or on behalf of RingCentral, provided free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee. iii) If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate the Customer's Order and/or this Agreement, in its entirety or with respect to the affected Service, component or part, effective immediately on written notice to Customer in which case Customer will not owe any fees or charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

**Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

**TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

**Form of Agreement**

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

**Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

**Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

**Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding



the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general  
Page 8 of 12

scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

**Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

**Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall

notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686.

And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)



## Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

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**Page 13 of 13 will be the TIPS Vendor Agreement Signature Page**

## TIPS Vendor Agreement Signature Form

RFP 180304 Telephone and Communications Data Systems and Solutions

Company Name RingCentral Inc.

Address 20 Davis Drive

City Belmont State CA Zip 94002

Phone 720-439-2457 Fax 720-439-2457

Email of Authorized Representative mitch.tarica@ringcentral.com

Name of Authorized Representative Mitch Tarica

Title SVP Sales

Signature of Authorized Representative 

Date 8/10/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8/10/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				Floor/Room
Bid Number	180304	Department Building		Telephone
Title	Telephone and Communications Data Systems and Solutions			Fax
Bid Type	RFP			Email
Issue Date	3/1/2018 08:03 AM (CT)	Floor/Room		
Close Date	4/30/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

## Supplier Information

Company	RingCentral Inc.
Address	20 Davis Drive
	Belmont, CA 94002
Contact	Troy Parish
Department	
Building	
Floor/Room	
Telephone	(760) 250-1110
Fax	
Email	troy.parish@ringcentral.com
Submitted	4/30/2018 11:42:18 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Mitch Tarica Email mitch.tarica@ringcentral.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

# Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	<p>About RingCentral</p> <p>RingCentral, Inc. (NYSE:RNG) is a leading provider of global enterprise cloud communications and collaboration solutions.</p> <p>More flexible and cost-effective than legacy on-premises systems, RingCentral</p> <ul style="list-style-type: none"> <li>- empowers today's mobile and distributed workforce               <ul style="list-style-type: none"> <li>o to communicate,</li> <li>o collaborate, and</li> <li>o connect from anywhere, on any device.</li> </ul> </li> <li>- RingCentral unifies               <ul style="list-style-type: none"> <li>o voice,</li> <li>o video,</li> <li>o team messaging and collaboration,</li> <li>o conferencing,</li> <li>o online meetings, and</li> <li>o integrated contact center solutions.</li> </ul> </li> <li>- RingCentral's open platform               <ul style="list-style-type: none"> <li>o integrates with leading business apps, and</li> <li>o enables customers to easily customize business workflows.</li> </ul> </li> </ul>
6	Primary Contact Name	Primary Contact Name	James Delp

7	Primary Contact Title	Primary Contact Title	Account Executive, Public Sector - Major Accounts
8	Primary Contact Email	Primary Contact Email	james.delp@ringcentral.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7204392457
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7204392457
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7204392457
12	Secondary Contact Name	Secondary Contact Name	Eric Bailey
13	Secondary Contact Title	Secondary Contact Title	Senior Account Executive
14	Secondary Contact Email	Secondary Contact Email	eric.bailey@ringcentral.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7208930834
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7208930834
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7208930834
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Cherise Chin
19	Admin Fee Contact Email	Admin Fee Contact Email	cherise.chin@ringcentral.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6502930568
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Cherise Chin
22	Purchase Order Contact Email	Purchase Order Contact Email	cherise.chin@ringcentral.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6502930568
24	Company Website	Company Website (Format - www.company.com)	www.ringcentral.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	94-3322844
26	Primary Address	Primary Address	20 Davis Drive
27	Primary Address City	Primary Address City	Belmont
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	94002

- 30 Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) RingCentral, software-as-a-service, SaaS, cloud, cloud solution, communicate, collaborate, cost-effective, workforce, mobile, PBX, voice, video, text, SMS, desktop, web conferencing, contact center, API, seamless, integration, professional services, implementation, location independence, device independence, scalability, softphone, cost-of-ownership
- 31 Yes - No Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Yes
- 32 Yes - No Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: No  
(A) has its principal place of business in Texas;  
OR  
(B) employs at least 500 persons in Texas?
- 33 Company Residence (City) Vendor's principal place of business is in the city of? Belmont
- 34 Company Residence (State) Vendor's principal place of business is in the state of? CA
- 35 Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (No Response Required)  
(Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.  
Following is an example of a felony conviction notice:  
State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a  
person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.  
The notice must include a general description of the conduct resulting in the conviction of a felony."  
Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines  
that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the  
termination of the contract."
- 36 Yes - No A publicly held corporation; therefore, this reporting requirement is not applicable? Yes

37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	RingCentral Inc. is a publicly held corporation, therefore, this reporting requirement is not applicable.
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	15
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes



49 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

50 Texas HB 89- Texas Government code §2270 compliance

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.  
I swear and affirm that the above is true and correct by a "YES" response.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ      If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686      No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ      If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing      I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.      Yes
- 54 Regulatory Standing      Regulatory Standing explanation of no answer on previous question.
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005)      By submission of this bid or proposal, the Bidder certifies that:      (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
  - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
  - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
  - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## 56 Suspension or Debarment Instructions

(No Response Required)

## Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Yes

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

- |    |  |   |                        |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>   | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p>   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes                    |

<p>62 2 CFR PART 200 Clean Air Act</p>	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p>	<p>Yes</p>
<p>63 2 CFR PART 200 Byrd Anti-Lobbying Amendment</p>	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	<p>Yes</p>
<p>64 2 CFR PART 200 Federal Rule</p>	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	<p>Yes</p>

- 65    2 CFR PART 200 Procurement of Recovered Materials    A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.  
Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?    Yes
- 66    Indemnification    The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?    Yes

67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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68 Remedies Explanation of No Answer

69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
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70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes
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Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

71 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?

Yes, I Agree

72 Alternative Dispute Resolution Explanation of No Answer

73 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  
Do you agree to these terms?

No

74 Infringement(s) Explanation of No Answer

Indemnification by RingCentral is offered per this provision (extracted from Section 11 of RingCentral's Master Services Agreement furnished with RingCentral's proposal pursuant to the Form of Agreement provision (deviation) in the TIPS Vendor Agreement)

i) RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further, RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral.

ii) RingCentral will have no indemnification obligations under subsection (i) above if the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided by or on behalf of RingCentral, provided free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee.

iii) If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate the Customer's Order and/or this Agreement, in its entirety or with respect to the affected Service, component or part, effective immediately on written notice to Customer in which case Customer will not owe any fees or

charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

75	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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76	Acts or Omissions Explanation of No Answer
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77	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes
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78	Payment Terms and Funding Out Clause	<p>Payment Terms:</p> <p>TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause:</p> <p>Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>See statute(s) for specifics or consult your legal counsel.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p> <p>Do you agree to these terms?</p>	Yes
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79 Insurance and Fingerprint Requirements  
Information

(No Response Required)

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p> <p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>None</p> <p>Yes</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	<p>(1) Refer to the section titled "Assignments of Agreements". RingCentral proposed continuing the first sentence with: however Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.</p> <p>(2) Refer to the section titled Form of Agreement: In the "Response Attachments" tab, at subtab 12 "Supplementary" information, please find a specimen of RingCentral, Inc.'s Form of Agreement provided in response to the "Form of Agreement" provision of the TIPS VENDOR AGREEMENT.</p>
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE</p>	(No Response Required)

§ 272 WHEN EXECUTING CONTRACTS WITH TIPS  
MEMBERS THAT ARE TEXAS GOVERNMENT  
ENTITIES.

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Line Items

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Response Total:	\$0.00
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## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Please provide a list of resellers the proposing company desires to be authorized to sell their products and services under the TIPS Agreement, if awarded.

Agenda Item 6B - Attachment 1

Authorized Reselling Company Name	Full Address	Main Phone	Contact	Contact Ph	Contact Email	Website
NXTSYS	1349 Empire Central Dr. Suite 600 Dallas, TX 75247.	214-466-6110	Jared Adamcik	214-466-6110	jadamcik@alignedcom.com	http://www.nxtsys.com/home2/
Technolgent	10801-2 North Mopac Expressway Suite 240 Austin, TX 78759	214-986-8171	Mike Gutierrez	214-986-8171	mike.gutierrez@technolgent.com	https://www.technolgent.com/
RealCom	5713 Headquarters Drive Plano, TX 75024	972-795-5840	Linda Miossec	972-795-5840	lmiossec@realcomsolutions.com	http://realcomsolutions.com/
Liquid Networkx	PO Box 780099, San Antonio, TX 78278-0099	972-532-2424	Robert Short	972-532-2424	robert@liquidnetworkx.com	https://liquidnetworkx.com/

## Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RingCentral, Inc.

\_\_\_\_\_  
Name of Organization

20 Davis Drive, Belmont, CA 94002

\_\_\_\_\_  
Address, City, State and Zip of Organization

Bruce Johnson, Assistant Corporate Secretary

\_\_\_\_\_  
Name & Title of Submitting Official



DocuSigned by:

8EA40D1BEF794E2...

04/27/2018

\_\_\_\_\_  
Date

FELONY CONVICTION NOTICE

## FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**


I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Official:** Bruce Johnson

**Print Authorized Company Official's Name**

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Authorized Company Official:**

DocuSigned by:  
  
8FA45D713FF794F2

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

**Signature of Authorized Company Official:**

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

You may attach another sheet

**Signature of Authorized Company Official:**

**CERTIFICATION BY CORPORATE OFFERER****IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** RingCentral, Inc.  
(Name of Corporation)

I, Bruce Johnson certify that I am the Assistant Secretary of the  
Corporation  
(Name of Assistant Corporate Secretary)


named as OFFERER herein above; that  
Mitch Tarica  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Senior Vice President Sales  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

 DocuSigned by:  
Signature  
SIGNATURE

04/27/2018

DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

☐ YES or NO ☒

**2. If yes to #1, do you agree to comply with the following federal requirements?**

(Check one)

☐ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name RingCentral, Inc.

Print name of authorized representative Mitch Tarica

Signature of authorized representative 

Date 04/27/2018

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Bruce Johnson as an authorized representative of  
RingCentral, Inc., a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.



DocuSigned by:  
  
8FA407D-3FF794F2  
Signature of Named Authorized Company Representative

04/27/2018

Date



## RFP 180304 Telephone and Communications Data Systems and Solutions

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.**

**CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.**

**Name of company claiming confidential status of material**

**Printed Name and Title of authorized company officer claiming confidential status of material**

**Address**

**City**

**State ZIP**

**Phone**

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

OR \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.**

Mitch Tarica

Senior Vice President Sales

**Printed Name authorized company officer**

**Title of authorized company officer**

RingCentral, Inc. 20 Davis Drive, Belmont, CA 94002

650-472-4100

**Address**

**City**

**State ZIP**

**Phone**

Signature \_\_\_\_\_

Date 04/27/2018



# RingCentral, Inc. Warranties

## 1. RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of the Vendor Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer.

## 2. For RingCentral Furnished Products

### 2.1. Definitions

a. Where used in this Section 2:

i. **“Customer”** means you or any of your subsidiaries purchasing Product from RingCentral.

ii. **“Contract Date”** means the date upon which a Purchase Order is accepted by RingCentral.

iii. **“Products”** means the hardware, software, or any combination thereof, and related documentation, identified in the Website, <https://www.ringcentral.com/office/voip-phone.html> which are made available for purchase and/or license by Customer pursuant to the Vendor Agreement. Products shall be new, unless Customer requests refurbished Product. RingCentral will fulfil Purchase Orders for refurbished Product to the extent RingCentral has refurbished Product available.

iv. **“Supplier”** means the supplier, licensor, publisher, manufacturer or other third party provider of Products.

v. **“Website”** means the portal hosted by RingCentral through which Products are made available for purchase.

b. As used in this terms of Warranty, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term “including” will always be deemed to mean “including, without limitation”, (iii) a definition is equally applicable to the singular and plural forms of the

feminine, masculine and neuter forms of the term defined, and (iv) any headings in this terms of warranty are for convenience only and shall not affect the interpretation of any terms.

## **2.2. Product Warranty.**

a. Customer understands that RingCentral is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms. RingCentral will pass through to Customer all warranties that RingCentral is expressly authorized by the original Supplier to pass through to Customer.

b. RingCentral represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RingCentral does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

## **2.3. Product Warranty Assistance.**

a. For all returned Products (whether pursuant to a warranty claim or otherwise) RingCentral will, on the Customer's behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an "**RMA**").

b. Customer shall immediately notify RingCentral if any Products supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim, RingCentral shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through RingCentral. In the event the Claim must be handled directly between Customer and Supplier, RingCentral shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by RingCentral, then RingCentral shall provide Customer with a return material

authorization (“RMA”) for Customer to return the Products to RingCentral, and Customer shall return such Products to RingCentral in accordance with this Warranty statement and RingCentral’s then current RMA policy (which shall be made available to Customer upon request).

c. No Products may be returned to RingCentral without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. RingCentral shall not be obligated to ship replacement Products to Customer until RingCentral is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, RingCentral shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by RingCentral, the Customer must contact the Supplier directly for any warranty repair or replacement services.

d. During the first ninety (90) days after Customer’s receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.

e. Customer agrees that RingCentral’s sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer’s receipt of Product, RingCentral’s liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon RingCentral’s ability to obtain a refund, credit or replacement Products from the Supplier. RingCentral has no obligation to accept a return of Products where the Customer fails to comply with Supplier’s policy on Product returns.

f. RingCentral shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier’s Product documentation, modification or alteration not

authorized by Supplier, or use in conjunction with a third party product. RingCentral reserves the right to determine whether any Products are defective.

#### **2.4. Product Warranty Returns.**

- a. Any Products returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within seven (7) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.
- b. Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.
- c. Unless RingCentral collects Products using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to Products returned to RingCentral.

#### **3. Disclaimer of Warranties**

EXCEPT AS SPECIFICALLY SET FORTH IN THE VENDOR AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.



# More Than Just A Cloud-Based Business Phone System

Nothing is more important to business success than communicating professionally and promptly with customers and colleagues. The way businesses communicate and handle incoming calls, and everything from faxes to conference calls, affects public perception of the company. Evolving businesses can better serve customers and enhance the way employees work by adopting the most readily available and affordable technology. In today's world, leading edge communication begins and ends with a high-speed Internet-enabled, cloud-based, IP-connected phone service from RingCentral.

## Today's Business Requirements

In today's high-pressure world, a phone system is a lifeline to customers, suppliers and other key contacts. Businesses need an evolved, professional phone system that can be relied upon to not only serve employees located in the office, but the flexibility to accommodate employees who are working both remotely and in other geographic locations. Such a technologically advanced phone system, in turn, needs to allow disparate employees the ability to communicate and work with equal efficiency no matter where they are. As employees change the types of devices they use for communicating and doing business, the phone system needs to adjust seamlessly. Finally, the phone system also needs to support basic office functionality like faxing, conferencing and other forms of communication to all who use it.

Above all, business phone systems need to be reliable. Businesses can't afford to miss calls because of technical glitches or primitive routing features. With many companies moving away from operating from one, centralized office building, the need is critical for a solution that can be accessible from wherever employees are working. With the added convenience of working across not only desktop IP phones, but smartphones, tablets and even PCs, new systems must adapt to the changing face of the modern workforce. Having an entire phone system operating over a standard high-speed Internet connection allows for such a revolutionary innovation.





## An Enhanced Phone System

Today, businesses have a wide range of options to address their phone system needs – everything from the robust, highly technical PBX systems traditionally used by businesses to new, feature-rich cloud-based solutions that provide an easy-to-use alternative. Until recently, this type of sophisticated communications solution was available only to companies with the necessary financial resources to design and implement their own customized phone system. Today, however, the Internet and cutting-edge technologies are driving down costs, lowering adoption barriers and opening new communication options, allowing businesses of all sizes to afford a world-class business phone system.

For years, businesses had no other choice, but to rely on traditional PBX systems comprised of complex hardware that required ongoing, costly maintenance and repair. This type of legacy equipment was often housed in a single office building and could only serve the employees who were working on the premises. Seemingly routine changes made to these systems, like adding lines for new employees, required scheduling and often took weeks to fully implement. In the event of a power outage, the equipment could go down for indefinite amounts of time, leaving businesses with no workaround. Now businesses have a choice.





## The Breakthrough of A New Solution

The breakthrough that's bringing affordable world-class phone and fax service to businesses is the cloud-based, or hosted, phone system. By leading the cloud-based phone system revolution, RingCentral is taking advantage of the power, quality and affordability of cloud computing technology to expand the idea of what a business phone system can do.

Having the advantage of a cloud based phone system not only allows a company, and every employee working for it, unmatched flexibility, but also provides for seamless growth and can be easily set up and in fraction of the time it takes to program and install legacy hardware. System administrators can quickly add new users and departments from any device, wherever they're working. With traditional PBX systems, employees had very little control over their own phone and the preference in the capabilities associated with it. Now, each employee can configure their own personalized messages, routing sequences and usage rules and even display their status to colleagues if they choose.





## Breaking Down A Cloud-Based System

Based on a robust virtual PBX and cutting-edge voice over Internet Protocol (VoIP) technology, and managed by the service provider, a cloud-based phone system lets any business take advantage of rich business phone system functionality without the complexity and cost of an on-premise system. A cloud-based business phone system uses the Internet to deliver all the features of an on-premise PBX—minus the costly setup and the bulky hardware. And since the Internet isn't bound to a specific location, a cloud-based PBX easily integrates multiple locations and remote employees. It is the only business phone system that provides affordable, reliable and professional phone system functionality for businesses with one or more locations, and remote and mobile employees.

Not only does a cloud-based business phone system relieve growing companies of the need to own and operate their own on-premise phone system but it also provides unmatched feature, performance and fixed cost benefits. Besides providing local, national and international phone service, it includes an array of powerful call management features that are critical to sustainable business growth.

# RingCentral System Benefits

Regardless of the size of the company, the professionalism and quality that comes from having a phone system boasting the latest technology and cutting edge features will heighten the way it is perceived as well as enhance the efficiency of each employee. Using the latest technology will not only improve the capabilities and performance of the phone system, saving both time and money, but can boost business effectiveness with features complimented by IP-based technology.



- Easy to set up for multiple locations and mobile workers. A toll-free or local number serves as the main business number, and an auto-receptionist routes calls to multiple extensions, which can be assigned to employees in one or multiple locations and to mobile workers.
- No hardware installation or technical expertise required. A hassle-free approach to business communications, RingCentral Office eliminates the burden of a company having to manage a big switchboard on company premises.
- No start-up costs. Unlike onsite PBX systems, which require expensive initial investments, RingCentral Office has no activation fees, and there's no charge for hardware or software.
- Low all-inclusive monthly costs. RingCentral Office beats onsite phone systems in terms of monthly costs.
- Superior call quality. The award-winning RingCentral cloud-based phone system is designed to surpass its customers' expectations.
- Smartphone apps. RingCentral provides full control to set up and manage the phone system from smartphones.
- Superior customer service. Businesses appreciate 24/7 RingCentral support, available at no additional cost to customers.

## Advanced Features

Through a standard high-speed Internet connection, employees access their phone system from anywhere and make one-touch changes using web forms or smartphone apps. Extensions can be tailored to play announcements; ring to departments or call queues; take voicemail messages; or ring through to employees, wherever they're located. For businesses wanting a national or regional presence, customizable 800 numbers or local-number exchanges are available to create location-specific company numbers. With Business SMS, exclusive to RingCentral, employees can send and receive texts with individuals or groups using their business phone number while keeping their personal number private. For team meetings, the unlimited conference calling feature allows users to schedule an unlimited amount of conferences with up to a thousand attendees and works on IP desktop phones, smartphones and PCs.

Standard RingCentral capabilities also include auto-receptionist, flexible extension structure, multiple voicemail boxes, smart call routing, business answering rules, extension dialing, call transfers, and elegant integration with smartphones. RingCentral provides all the telecommunication capabilities that today's businesses demand and promotes easy to configure and intuitive phone system controls. The innovation to develop new features continues making the system user centric by not only enhancing call quality and reliability, but also adding convenience and flexibility to common individual and group business tasks.



### Businesses Using RingCentral Get:

One system for multiple locations and employees

Unparalleled ease of use  
– no PBX expertise needed

Ultimate mobility and access from anywhere online to your smartphone

No risk – reliable service with free support 24/7

Best value with an all-inclusive, low fixed monthly cost

### Affordable & Fixed Costs

With only a high-speed Internet connection required, the RingCentral phone system is an out-of-the-box solution, ready to work lightning fast, anytime and anyplace with no upfront investment. With no PBX hardware, it's easy to set up online and manage from a smartphone, tablet or PC. RingCentral desktop IP phones arrive Plug & Ring ready, so businesses may continue working without delay. For one, low monthly cost, users can enjoy the features and convenience needed without additional usage charges.

### Industry-Leading Technology

RingCentral has hundreds of thousands of business customers and has earned top industry honors, including the PC Magazine Editor's Choice Award, the Small Business Computing Excellence in Technology Award, and the 2010 World Economic Forum Technology Pioneer Award. RingCentral houses its core technology infrastructure and global network in multiple, state-of-the-art data centers to reliably deliver business-class phone and fax functionality over the web.

### Learn More

With RingCentral, customers get a low monthly rate and instant activation with no setup fees and no contracts required.

For more information about the benefits of RingCentral's cloud-based phone system, contact one of our Business Associates at:  
**1-855-774-2501**  
or sign up at:  
**[www.ringcentral.com](http://www.ringcentral.com)**.

## Board Memo

**Contact:** Rob McCarthy, IT Manager

**Date:** November 21, 2019 Board Meeting

**Item No. 6b**

**Subject:**

Informational item concerning award of a contract to MatchWare Inc. for the MeetingBooster Premium Software as a Solution (SaaS) product that facilitates meeting management by allowing users across multiple organization Microsoft Outlook accounts to organize meetings, prepare meeting minutes, assign and track action items (Tasks), publish professional documents, and archive minutes for Regulatory Compliance.

**Executive Summary:**

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After preparing business requirements and conducting a software market analysis, three software vendors were short-listed. The three short-listed vendors presented web-based demonstrations to business users, technical requirements were reviewed, and license quotes solicited. The MeetingBooster Premium SaaS product selected was preferred by the business users, scored the highest rating following vendor demonstrations and technical discussions, and the licensing fee is within the amount DCA set aside for Meeting Management software. The Executive Director intends to award a 36-month contract to MatchWare Inc. for the MeetingBooster SaaS product in order to simplify and improve DCA meeting management across multiple Microsoft Office 365 accounts, for the not-to-exceed amount of \$24,000.

**Detailed Report:**

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The DCA Program requires frequent and diverse meetings be organized and managed among people working across multiple organizations that support different Microsoft Outlook accounts. Meeting Minutes and Action Items resulting from these meetings are communicated between DCA users across public and private networks with various Microsoft Outlook accounts. It is essential the software provide a mobile application that delivers a visually intuitive and interactive experience just as engaging on a smartphone as a desktop.

Key business features include:

Calendar and Meeting Organization

- View user calendars across multiple organization Microsoft Outlook accounts to visualize attendee availability
- Invite unlimited guests to the meetings
- Schedule meetings, send invitations, and track acceptance within Microsoft Outlook. Attendees receive a standard Outlook invitation.

Agenda and Meeting Minutes

- Agenda creator(s) add topics, sub-topics, descriptions, presenters, etc.
- Attendees can be designated as co-organizers, allowing them to help create the agenda

- 
- Meeting host selects specific users to approve agenda, send them an electronic request, and receive agenda approval and input.
  - Automate agenda creation, including title, date, topic, lead, and allocation of time slots for topics
  - Attach files, link to SharePoint files, or create hyperlinks in the agenda and embed files in the final PDF version of the agenda distributed to participants
  - Ability to record meeting and participant statements during the meeting
  - Categorize Meeting Minutes, e.g. Discussion (Notes), Decisions, Conclusion Minutes

#### Action Items

- Synchronize assignment of action items with Microsoft Outlook Tasks. Task owners are notified by email when a task is assigned and will receive reminders when tasks are pending or overdue
- Task owners may track and report progress of Action Items (Tasks) assigned and are automatically notified when complete
- Ability to tag action items belonging to a group of related tasks, setup a project, invite members, and generate project status reports
- Ability to search terms across Meeting Minute topics, notes, decisions, and merge the results into one consolidated document

DCA staff evaluated various SaaS products based on the evaluation of the DCA's functional needs and system requirements. Software regarded favorably in current Gartner 2018-19 publications, as well as, niche software review websites were considered. Vendors were selected and contacted for further market analysis. Software products were studied and scored with respect to business needs and technical features. Marketplace analysis resulted in a short-list of three SaaS products.

Staff requested the shortlisted vendors demonstrate how their product can be used to plan and manage information under various scenarios applicable to DCA operations. Following each vendor demonstration, business users and technical staff collectively scored the software on its capability to meet the DCA's functional needs and system requirements. Software licensing fees were also reviewed as part of the evaluation process. The MeetingBooster SaaS product selected was preferred by the business users, scored a high rating, and the annual licensing fee is within the amount DCA set aside for Meeting Management software. Technical discussions were conducted with the selected vendor to confirm cybersecurity requirements and IT platform specifications.

MatchWare Inc., the authorized dealer for the MeetingBooster Premium SaaS product, quoted a 40-user annual license fee of \$7,854/yr. The DCA will utilize the MeetingBooster Premium SaaS product for 3 years at a cost of \$23,562, which will be rounded up to \$24,000 for purposes of establishing a not-to-exceed value of the contract.

Pursuant to Section 6(a) of the DCA Purchasing & Procurement Policy, procurement of contracts under \$75,000 are not subject to competitive sealed bidding or best value

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procurement and may be procured by any alternative means. The DCA engaged in an informal procurement process as described above and determined the Meeting Booster Premium SaaS product to be the best value product meeting the DCA's needs.

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**Funding:**

The fiscal year 2019-20 Budget Approval included \$8.43 million for Administration, which includes \$2.48 million for Information Technology expenditures of which approximately \$7,854 will be expended on this agreement. DCA expenditures will be funded through contributions provided by the Department of Water Resources (DWR) and the State Water Contractors. Funding for on-going support in successive years will be provided through contributed funds, bonds issued by the DWR, or funds raised by the Delta Conveyance Finance Authority through WIFIA loans or bond issuances.

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**Recommended Action:**

Receive this informational memo regarding the Executive Director's decision to execute a 36-month contract with MatchWare Inc. for the MeetingBooster Premium SaaS product in order to simplify and improve DCA meeting management, for the not-to-exceed amount of \$24,000.

**Attachments:**

None

## Board Memo

**Contact:** Nazli Parvizi, Stakeholder Engagement

**Date:** November 21, 2019

**Item No. 7a**

**Subject:**  
November 13<sup>th</sup> SEC Meeting Report Out

### **Summary:**

The first Stakeholder Engagement Committee (SEC) meeting was held on November 13, 2019 at Delta Diamond Farm in Isleton, Ca. This memo provides brief highlights from the SEC meeting. In addition to this memo, meeting minutes and video will be available on the dcdca.org website in the coming days.

### **Detailed Report:**

At the first meeting of the Stakeholder Engagement Committee (SEC), committee members introduced themselves, were introduced to staff members from DCA and DWR, received an orientation regarding the SEC's purpose and scope and were briefed on the Brown Act and Public Records Act (PRA) laws governing the committee meetings.

The information SEC members provide is not directly a part of the California Environmental Quality Act (CEQA) process. Instead it will help inform DCA's engineering work that will be provided to DWR to assist in its environmental review. The committee is an invaluable resource for providing local feedback to DCA regarding specific design elements and the possibility to optimize, reduce, avoid or offset community effects.

Further, members are vital liaisons for sharing information between the DCA and their local communities. Each meeting's purpose moving forward will be 1) for DCA engineering staff to obtain specific design features input from the SEC members, 2) for committee members to bring forward information, questions and/or concerns they would like to discuss.

DWR staff indicated that early to mid- December is the target release date for the Notice of Preparation (NOP) that will begin the scoping process for the Environmental Impact Report (EIR) under CEQA for the Delta Conveyance Project. A target date of April 2020 has been set for DWR to begin review of the DCA's draft engineering documents.

Lastly, DWR shared that soil analyses from various locations through the Delta to support environmental review and design of the proposed Delta Conveyance Project is being considered. Area stakeholders and committee members will soon receive notice of the public comment period for the draft Initial Study/Mitigated Negative Declaration (IS/MND), set to minimize overlap with the projected scoping schedule for the Delta Conveyance project.

### **Recommended Action:**

Information, only.

### **Attachments:**

None



November

2019

# Delta Conveyance Environmental Review

**Carrie Buckman**

Environmental Program Manager

Agenda Item 7b



# DWR Role

Lead Agency under the California Environmental Quality Act (CEQA)

Under the authority of the California Natural Resources Agency, DWR:

- Leads the environmental review and planning effort, including CEQA and coordination with the Bureau of Reclamation
  - Will prepare an Environmental Impact Report that complies with the National Environmental Policy Act should federal agencies initiate environmental compliance process
- Leads public outreach, public participation and stakeholder engagement activities
- Ensures transparency
- Is responsible for managing the planning budget and planning schedule
- Reports on progress to the State Legislature and others
- Directs and oversees the work of the DCA



# DCA Role

## DCA Responsibilities Under Oversight of DWR:

- Conduct engineering and design work to inform the environmental review and planning process
- Identify potential engineering and design strategies to avoid and/or minimize impacts
- Assist in conducting public outreach, public participation and stakeholder engagement activities







# Environmental Impacts Analyzed

Under CEQA, the effects of Delta conveyance on the physical, human and natural will be evaluated.

## Resources Studied:

- Water Supply
- Surface Water
- Groundwater
- Water Quality
- Geology and Seismicity
- Soils
- Fish and Aquatic Resources
- Terrestrial Biological Resources
- Land Use
- Agricultural Resources
- Recreation
- Socioeconomics
- Aesthetics and Visual Resources
- Cultural Resources
- Transportation
- Public Services and Utilities
- Energy
- Air Quality and Greenhouse Gas
- Noise
- Hazards and Hazardous Materials
- Public Health
- Mineral Resources
- Paleontological Resources
- Environmental Justice
- Climate Change
- Growth Inducement and Other Indirect Effects



# Notice of Preparation

Expected for Release in December 2019

Documents the Intent to Develop an EIR for Delta Conveyance:

- Triggers Start of Scoping
- Public Comment Period
- Public Meetings

The NOP will include:

- Description of Proposed Project
- Proposed Project Objectives
- Proposed Project Area
- Proposed Project Facilities





# Key Milestones

## Delta Conveyance CEQA Milestones

### Environmental Compliance Schedule

#### CEQA

Public scoping  
Proposed Project Preliminary Design  
Alternative Identification and Design  
Impact Analysis  
Draft EIR  
Public Review  
Comment Responses  
Final EIR  
Notice of Determination

#### ESA/CESA

Draft Biological Assessment and  
Incidental Take Permit Application  
Final Biological Assessment and  
Incidental Take Permit Application  
Biological Opinion  
Incidental Take Permit

#### Water Rights

#### Delta Plan Consistency

#### Other Environmental Permits

2020

2021

2022



CALIFORNIA DEPARTMENT OF  
WATER RESOURCES

November

2019

# Questions?





# NOVEMBER 2019 Monthly Board Report

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

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# Section 1 | Executive Summary

**Program Initiation.** The DCA completed the Program Management Information Systems Master Plan and has turned its attention to implementing the priority systems identified in the plan. Our current focus for the upcoming 3 months is adding functionality to the E-Builder system focused on budget management, cost management and procurement processes. We aim to have this work done early in the new year. We are also in the process of implementing two new priority systems centered on Meetings/Issues Management and Stakeholder Management. As the business requirements for these systems are completed, we will update our policies and procedures to integrate the system-specific requirements.

**Engineering.** The engineering team has been advancing the concept design of the individual components of the project, building on the previous work. The team has also been providing requested data from the DWR Planning team as they prepare the upcoming Notice of Preparation document. The team has been focused on collecting data and studying the engineering issues critical to sizing and siting facilities including understanding the area-wide geology and logistics constraints. The team has been using this data evaluate

various design and construction methods for the surface features, identifying maximum drive lengths to establish shaft intervals and identifying feasible sites for facilities. We have also documented the critical issues raised in the previous planning efforts and are working to address these issues in the upcoming engineering work.

**Stakeholder Engagement.** The stakeholder engagement team has been focused on the November launch of the DCA Stakeholder Engagement Committee (SEC). In the past month, we managed the Committee

application process, coordinated selection of committee members with the Board and began planning the roadmap for the upcoming 6 months of Committee Meetings.

**Budget.** The DCA has committed approximately \$71.1M of the Board approved budget of \$82M. We are currently forecasting an Estimate at Completion for FY 2019/20 of approximately \$50M. We continue to remain well below the approved budget.

**Schedule.** This month includes the first progress update against our baseline

schedule. We have opted to use the “drop line” method to convey status. We are currently running approximately 6 weeks behind schedule in our overall program delivery and will be making staffing adjustments to ramp up production.

## Monthly Budget Summary (FY 2019/2020)

Category	Current Budget	Current Contingency	Current Commitments	Incurred To Date	EAC	Variance
Program Management	\$ 8,800,000	\$ 1,600,000	\$ 5,997,767	\$ 2,029,885	\$ 4,457,429	(4,342,571)
Project Controls	\$ 5,250,000	\$ 700,000	\$ 4,299,635	\$ 1,620,318	\$ 3,869,331	(1,380,669)
Stakeholder Engagement	\$ 4,700,000	\$ 700,000	\$ 4,290,794	\$ 507,106	\$ 2,301,757	(2,398,243)
Administration	\$ 6,930,000	\$ 1,500,000	\$ 4,441,384	\$ 2,363,210	\$ 6,300,448	(629,552)
Engineering	\$31,800,000	\$ 5,800,000	\$29,500,684	\$ 3,446,252	\$23,673,948	(8,126,052)
Field Work	\$21,460,000	\$ 4,900,000	\$21,423,155	\$ 1,207,503	\$ 7,584,116	(13,875,884)
Property Access and Acquisition	\$ 3,060,000	\$ 600,000	\$ 1,132,659	\$ 168,032	\$ 1,858,659	(1,201,341)
	\$82,000,000	\$15,800,000	\$71,086,078	\$ 11,342,307	\$50,045,688	\$(31,954,312)

## Section 2 | Engineering & Field Work

During this period, the engineering team has been supporting the DWR environmental team providing requested input for the upcoming release of the Notice of Preparation (NOP). The engineering team also continued to advance the technical studies necessary to size the facilities and support the siting of facilities.

The field work teams continue to screen and digitizing available historic data across the Delta to supplement the project data. The comprehensive soils data will enhance potential future development of a model of subsurface conditions. All field work remains paused.

### General Work

Completed	Ongoing
<ul style="list-style-type: none"> <li>• Draft Historical Critical Issues</li> <li>• Draft Reconnaissance Alignment Assessment</li> <li>• Draft Key Feature Summary - Intakes</li> </ul>	<ul style="list-style-type: none"> <li>• Summary of Historical Studies</li> <li>• Templates to transfer information from engineering team to environmental team</li> <li>• Systemwide hydraulics and capacity study, including performing preliminary surge analyzes and developing summary material to facilitate tunnel diameter selection over a range of flows</li> <li>• River Hydrologic Criteria for Intake Sizing</li> <li>• Assessment of potential north Delta intake sites and intake structure, screen type and sizing evaluations</li> <li>• Southern forebay configurations evaluation</li> <li>• Relevant tunnel case histories, TBM tunneling evaluations and tunnel lining conceptual design draft deliverables</li> <li>• Preparation tunnel Independent Technical Review panel session</li> <li>• Finalizing hydraulic design criteria and Pumping Plant design criteria draft deliverables</li> <li>• Continuing preparation of Phase 1 levee vulnerability study and initiating forebay configurations evaluations</li> <li>• Finalizing logistics strategy and material balance studies, pushing forward on road, rail, and barge studies, identify safety coordinator and setting up meetings with emergency agencies</li> <li>• Finalizing development of cost model and linking to the schedule, GHG, air emissions, worker, and traffic models to create integrated tool for upcoming concept engineering work of identified alternatives</li> </ul>

## Section 2 | Engineering & Field Work

### Field Work

#### Completed

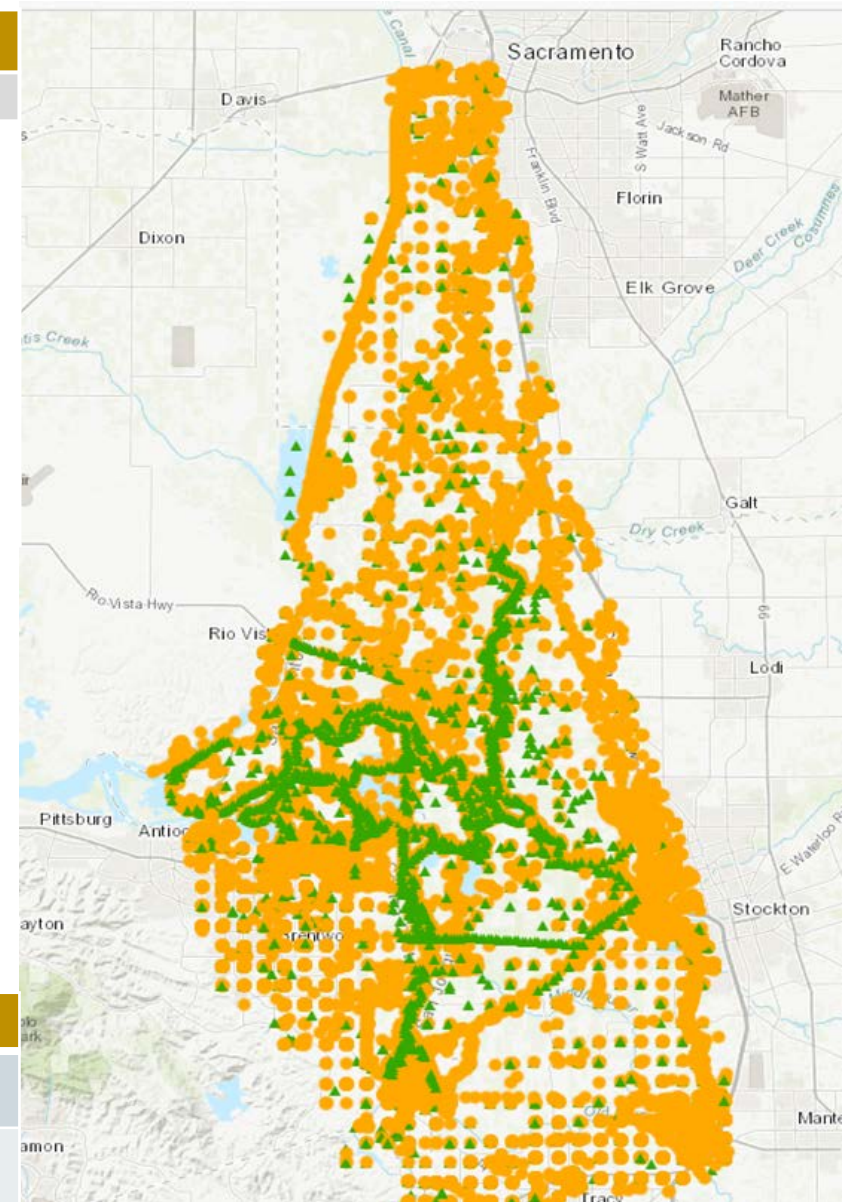
- Digitization of shared outside agency and DWR subsurface data (approx. 700 points).
- Quality control checks on anonymous water well data for 250 wells within the corridors.
- Screening of Historical Geotechnical Data and ranking of value to guide data entry priorities

#### Ongoing

- Digitization of available subsurface data.
- Development of subsurface model (Geo-BIM) of the Delta
- Geotechnical Consultant, Right of Way Consultants and Surveying Consultants remain on pause

#### Map Key

	Historical Borings
	Historical Cone Penetrometers Testing Sites



Historical field data locations under review.

[more >](#)

## Section 3 | Stakeholder Engagement

**Background.** In September, the DCA Board approved the formation of a Stakeholder Engagement Committee comprised of a diverse array of Delta interests. The core purpose of the Committee is to provide advice to the DCA on the engineering work being performed in support of the DWR Planning process. Members of the SEC were selected by the DCA Board in October and the first meeting of the group was convened on Wednesday, November 13, 2019 in Isleton, CA. The first meeting served as an orientation for SEC members to better understand the project writ large, rules of conduct surrounding a Committee subject to Brown Act rules, and basic housekeeping to help SEC members better communicate with one another, DCA staff and their larger networks moving forward. The second meeting will take place on December 11, 2019 and the goal is for subsequent meetings to occur in the Delta region on the 2nd and 4th Wednesdays of every month. The DCA looks forward to a productive dialogue with the SEC in order get community input on design and engineering considerations in support of the DWR's CEQA process.



### November 13, 2019 Meeting Purpose

- Introduction of the Committee Members
- Introduction of the DCA and DWR Team
- SEC Purpose and Scope
- Brown Act and Public Records Act Briefing

### Upcoming SEC Meeting

**Date:** December 11, 2019

**Time:** 3 to 6 PM

**Location:** Delta Diamond Farm, Isleton

**Topics:** Summary of NOP (if available)

Overview of Conveyance System

Summary of Individual System Facilities

Summary of Facility Siting Drivers

### SEC Meeting Calendar

- December 11, 2019
- January 8, 2020
- January 22, 2020
- February 12, 2020
- February 26, 2020
- March 11, 2020
- March 25, 2020
- April 8, 2020 (if needed)
- April 22, 2020
- May 13, 2020 (if needed)
- May 27, 2020

### SEC Meeting Materials & Updates

<https://www.dcdca.org/>



## Section 4 | Program Management

### Program Management

The Program Management Team has been focused on completing the business requirements for the priority Project Management Information System (e-Builder) Workflows. Eleven new processes encompassing Budget Management, Cost Management, Change Management, and Procurement have been drafted and are on target to have these configured in the system by the end of the year. Simultaneously, we are updating the policies and procedures to accompany these new automated workflows.

The legal team has been supporting the launch of the new Stakeholder Engagement Committee and supporting the DCA in legal review of all procurement and contract documents.

We also completed the annual financial audit of the DCA.

#### Key Accomplishments

- Developed Charter and Launched Stakeholder Engagement Committee (SEC)
- Completed Annual Audit
- Initiated Business Requirements for 11 new Automated Workflow Processes in e-Builder

### Program Controls

Program Controls continues to manage and track cost including budget, commitments, invoicing and payments. The DCA Program Master Schedule is in progress, which will incorporate functional group activities and identify key milestones. Document Management has procured software for secure migration of documents from legacy Document Management systems into the newly launched DCA Document Management System. The Project Management Information System (PMIS) is active and continual enhancements are being made to support business requirements.

#### Key Accomplishments

- Completed roll-out of Document Management system and continued migration of legacy documents into system.
- Finalized program baseline schedule and initiated progress reporting against the baseline
- Initiated Risk Management program and began to identify engineering design risks and mitigation measures.
- Managed procurement and execution of four new contracts

### Administration

The team continues to focus on managing the move to the new office building, which is on schedule for move-in January of 2020. In addition, staff has been facilitating and participating in a Chartering Process to focus aligning agencies and leadership on roles, goals and direction.

#### Key Accomplishments

- Completed Internet provider agreements with Consolidated Communication and AT&T for new building
- Finalizing Task Order #1 with Direct Technology – our managed IT services provider
- Finalizing VoIP and UCaaS procurement with RingCentral
- Conducted Jambo kickoff, finalizing DCA SaaS agreement
- Finalizing Meeting Management & Action Item System procurements

# Section 5 | Budget

## Budget Summary

**Budget Forecast FY 2019/20.** The DCA has committed approximately \$71.1M of the budgeted \$82M (86% Committed) and is forecasting approximately \$1.5M in additional commitments for the Fiscal Year. Our current estimate at completion (EAC) is \$50M which is \$32Mil below are budget exclusive of contingency. (See pages 7-8).

**Budget Change Requests.** During the reporting period, there were no budget changes.

**Planned Cash Flow.** The DCA has secured approximately \$30Mil in funding including approximately \$10Mil in funding from 3 of the participating SWCs. The DCA is awaiting Board approval from the remaining SWC participants to achieve full funding levels. Our current cost forecast indicates that we will exceed our existing funding levels in the February to March 2020 timeframe. This is based on earned value (or work complete). (See page 9).

## Budget Detail

WBS	Fiscal Year	Original Budget	Current Budget	Contingency	Commitments	Pending Commitments	Incurred to Date	% Spent	Remaining Budget	% Rem	EAC	Variance
Fiscal Year 18/19 Expenditures	2018/2019	\$ 133,570,000	\$ 14,240,000	\$ -	\$ 14,240,000	\$ -	\$ 13,486,158	95%	\$ 753,842	0	\$ 13,500,000	\$ (740,000)
Delta Conveyance	2019/2020	\$ 97,800,000	\$ 82,000,000	\$ 15,800,000	\$ 71,086,078	\$ 1,909,565	\$ 11,342,307	14%	\$ 70,657,693	86%	\$ 50,045,688	\$ (31,954,312)
Program Management	2019/2020	\$ 10,400,000	\$ 8,800,000	\$ 1,600,000	\$ 5,997,767	\$ -	\$ 2,029,885	23%	\$ 6,770,115	77%	\$ 4,457,429	\$ (4,342,571.00)
Executive Management	2019/2020	2,000,000	2,000,000	-	1,792,364	-	599,111	30%	1,400,889	70%	2,082,229	82,229
Legal Counsel	2019/2020	3,020,000	2,970,000	-	550,000	-	204,245	7%	2,765,755	93%	1,005,000	(1,965,000)
Audit	2019/2020	100,000	100,000	-	100,000	-	-	0%	100,000	100%	50,000	(50,000)
Treasury	2019/2020	160,000	160,000	-	153,046	-	38,672	24%	121,328	76%	160,000	-
Health & Safety	2019/2020	100,000	100,000	-	-	-	-	0%	100,000	100%	-	(100,000)
Quality	2019/2020	750,000	750,000	-	750,000	-	-	0%	750,000	100%	-	(750,000)
Program Initiation	2019/2020	2,130,000	2,180,000	-	2,115,306	-	1,089,525	50%	1,090,475	50%	1,160,200	(1,019,800)
Sustainability	2019/2020	540,000	540,000	-	537,052	-	98,334	18%	441,667	82%	-	(540,000)
Contingency	2019/2020	1,600,000	-	1,600,000	-	-	-	0%	-	-	-	-
Program Controls	2019/2020	\$ 5,950,000	\$ 5,250,000	\$ 700,000	\$ 4,299,635	\$ -	\$ 1,620,318	31%	\$ 3,629,682	69%	\$ 3,869,331	\$ (1,380,669)
Cost, Schedule and Document Control	2019/2020	3,950,000	3,950,000	-	3,783,822	-	1,273,457	32%	2,676,543	68%	3,177,089	(772,911)
Procurement	2019/2020	1,020,000	1,020,000	-	287,259	-	146,496	14%	873,504	86%	304,700	(715,300)
Risk Management	2019/2020	280,000	280,000	-	228,553	-	200,364	72%	79,636	28%	387,542	107,542
Contingency	2019/2020	700,000	-	700,000	-	-	-	0%	-	0%	-	-

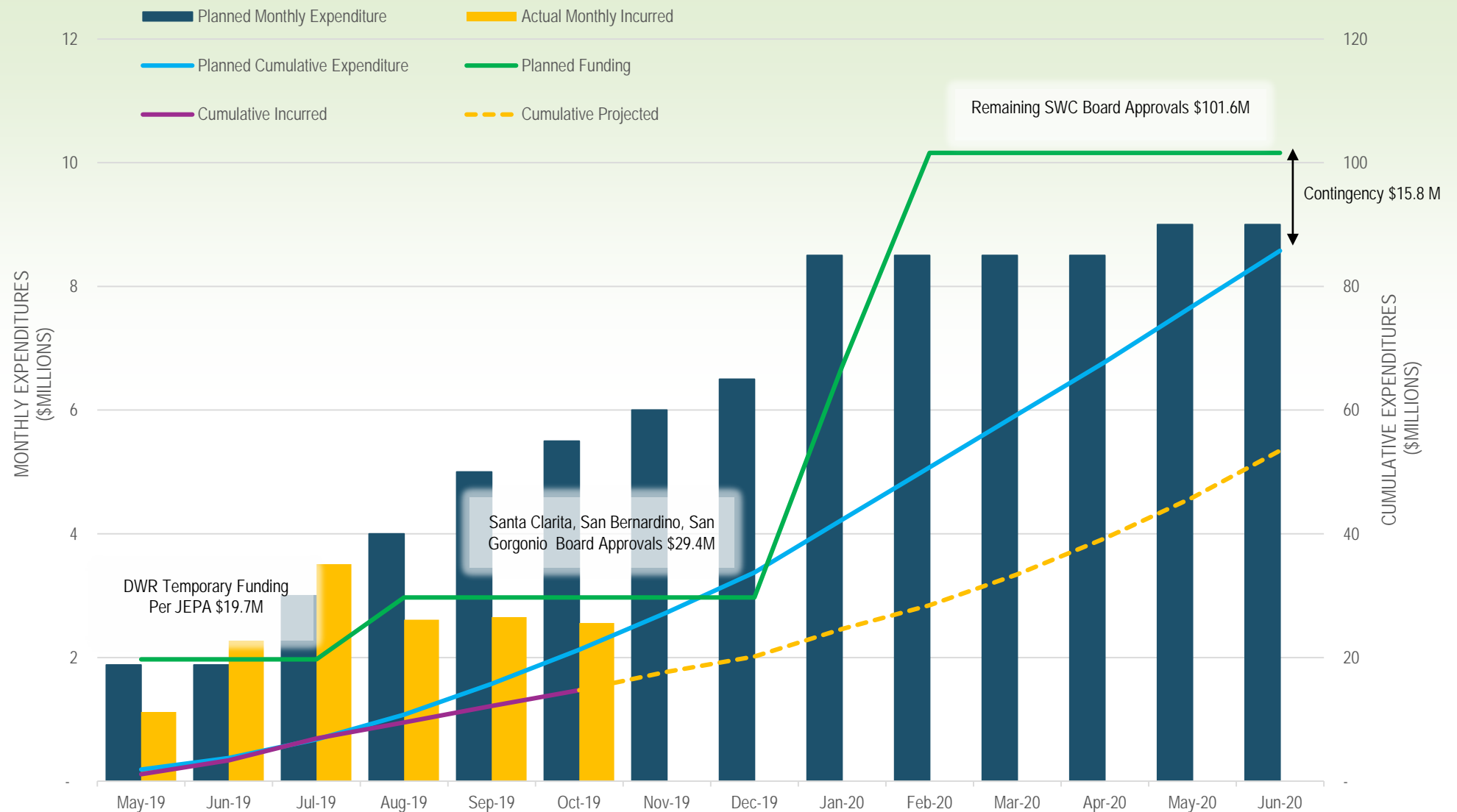
# Section 5 | Budget *continued*

## Budget Detail

WBS	Fiscal Year	Original Budget	Current Budget	Contingency	Commitments	Pending Commitments	Incurred to Date	% Spent	Remaining Budget	% Rem	EAC	Variance
<b>Stakeholder Engagement</b>	<b>2019/2020</b>	<b>\$ 5,400,000</b>	<b>\$ 4,700,000</b>	<b>\$ 700,000</b>	<b>\$ 4,290,794</b>	<b>\$ 461,565</b>	<b>\$ 507,106</b>	<b>11%</b>	<b>\$ 4,192,894</b>	<b>89%</b>	<b>\$ 2,301,757</b>	<b>\$ (2,398,243)</b>
Engineering Coordination	2019/2020	1,497,000	1,497,000	-	1,496,447	-	278,540	19%	1,218,461	100%	300,000	(1,197,000)
Outreach	2019/2020	2,173,000	1,923,000	-	1,765,909	461,565	228,567	12%	1,694,433	88%	1,561,757	(361,243)
Committee Management	2019/2020	-	250,000	-	-	-	-	0%	250,000	100%	440,000	190,000
Economic Development	2019/2020	1,030,000	1,030,000	-	1,028,438	-	-	0%	1,030,000	100%	-	(1,030,000)
Contingency	2019/2020	700,000	-	700,000	-	-	-	0%	-	0%	-	-
<b>Administration</b>	<b>2019/2020</b>	<b>\$ 8,430,000</b>	<b>\$ 6,930,000</b>	<b>\$ 1,500,000</b>	<b>\$ 4,441,384</b>	<b>\$ 1,448,000</b>	<b>\$ 2,363,210</b>	<b>34%</b>	<b>\$ 4,566,790</b>	<b>66%</b>	<b>\$ 6,300,448</b>	<b>\$ (629,552)</b>
Facilities & Operations	2019/2020	3,800,000	3,800,000	-	2,581,141	358,000	1,943,122	51%	1,856,878	49%	3,948,448	148,448
Human Resources	2019/2020	650,000	650,000	-	210,000	-	45,519	7%	604,481	93%	250,000	(400,000)
Information Technology	2019/2020	2,480,000	2,480,000	-	1,650,243	1,090,000	374,568	15%	2,105,432	85%	2,102,000	(378,000)
Contingency	2019/2020	1,500,000	-	1,500,000	-	-	-	0%	-	-	-	-
<b>Engineering</b>	<b>2019/2020</b>	<b>\$ 37,600,000</b>	<b>\$ 31,800,000</b>	<b>\$ 5,800,000</b>	<b>\$ 29,500,684</b>	<b>\$ -</b>	<b>\$ 3,446,252</b>	<b>11%</b>	<b>\$ 28,353,748</b>	<b>89%</b>	<b>\$ 23,673,948</b>	<b>\$ (8,126,052)</b>
Engineering Management	2019/2020	2,900,000	2,300,000	-	600,000	-	97,507	4%	2,202,493	96%	200,000	(2,100,000)
Engineering	2019/2020	27,900,000	27,900,000	-	27,883,774	-	3,101,250	11%	24,798,750	89%	22,457,038	(5,442,962)
DWR Engineering Coordination	2019/2020	-	600,000	-	-	-	-	0%	600,000	100%	-	(600,000)
Environmental Coordination	2019/2020	1,000,000	1,000,000	-	1,016,910	-	247,495	25%	752,506	75%	1,016,910	16,910
Contingency	2019/2020	5,800,000	-	5,800,000	-	-	-	0%	-	0%	-	-
<b>Field Work</b>	<b>2019/2020</b>	<b>\$ 26,360,000</b>	<b>\$ 21,460,000</b>	<b>\$ 4,900,000</b>	<b>\$ 21,423,155</b>	<b>\$ -</b>	<b>\$ 1,207,503</b>	<b>6%</b>	<b>\$ 20,252,497</b>	<b>94%</b>	<b>\$ 7,584,116</b>	<b>\$ (13,875,884)</b>
Geotech	2019/2020	20,440,000	20,440,000	-	20,435,957	-	1,113,859	5%	19,326,141	95%	7,102,545	(13,337,455)
Survey	2019/2020	1,020,000	1,020,000	-	987,198	-	93,645	9%	926,355	91%	481,571	(538,429)
Contingency	2019/2020	4,900,000	-	4,900,000	-	-	-	0%	-	0%	-	-
<b>Property Access &amp; Acquisition</b>	<b>2019/2020</b>	<b>\$ 3,660,000</b>	<b>\$ 3,060,000</b>	<b>\$ 600,000</b>	<b>\$ 1,132,659</b>	<b>\$ -</b>	<b>\$ 168,032</b>	<b>5%</b>	<b>\$ 2,891,968</b>	<b>95%</b>	<b>\$ 1,858,659</b>	<b>\$ (1,201,341)</b>
Property Access Management	2019/2020	360,000	360,000	-	358,659	-	129,141	36%	230,859	64%	358,659	(1,341)
Easements	2019/2020	1,700,000	1,700,000	-	-	-	-	0%	1,700,000	100%	750,000	(950,000)
Temporary Access	2019/2020	1,000,000	1,000,000	-	774,000	-	38,891	4%	961,109	96%	750,000	(250,000)
Land Purchases	2019/2020	-	-	-	-	-	-	0%	-	100%	-	-
Contingency	2019/2020	600,000	-	600,000	-	-	-	0%	-	0%	-	-

## Section 5 | Budget *continued*

### DCA FY18/19 May & June + FY19/20 Planned Cash Flow





## Section 6 | Contracts

**Contract Summary.** The table on pages 9-11 summarize the status of all executed contracts and task orders to date.

**New Commitments.** DCA executed three (3) new commitments during the reporting period: AVI-SPL, Consolidated Internet and AT&T, which total up to \$560,380.

**Procurement.** The DCA has four (4) pending commitments awaiting final approval. These contracts include new contracts for Graphic Support Services, Communications Support

Services, Voice Over Internet Protocol (VOIP) and Stakeholder Management Software. See page 14.

**S/DVBE Participation.** Our S/DVBE data was integrated into our Project Management Information System and we can now generate status reporting. There are a total of nine SBE/DVBE firms contracted to the DCA totally approximately \$6.6Mil in professional services.. See page 16.

### Contract Summary

Contracts	Fiscal Year	Contract Budget	Contingency	Commitments	Pending Commitments	Incurred to Date	% Spent
180001 Best Best & Krieger LLP		\$ 900,000	\$ -	\$ 900,000		\$ 548,237	61%
TO#1	FY 18/19	\$ -	\$ -	343,992		343,992	100%
TO#2	FY 19/20	\$ -	\$ -	556,008		204,245	37%
180002 Management Partners		\$ 375,000	\$ -	\$ 375,000		\$ 192,315	51%
	FY 18/19	\$ -	\$ -	\$ 375,000		\$ 192,315	51%
180005 e-Builder		\$ 855,633	\$ -	\$ 499,927		\$ 420,331	84%
	FY 18/19	\$ -	\$ -	\$ 387,094		\$ 307,498	79%
	FY 19/20	\$ -	\$ -	\$ 112,833		\$ 112,833	100%
180006 Jacobs		\$ 93,000,000	\$ 17,000,000	\$ 43,894,580		\$ 9,360,581	21%
TO#1	FY 18/19	\$ -	\$ -	\$ 5,278,820		\$ 4,205,766	80%
TO#2	FY 19/20	\$ -	\$ -	\$ 38,615,760		\$ 5,154,815	13%
180007 Fugro		\$ 75,000,000	\$ -	\$ 19,863,519		\$ 1,937,691	10%
TO#1	FY 18/19	\$ -	\$ -	\$ 927,796		\$ 927,247	100%
TO#2	FY 19/20	\$ -	\$ -	\$ 148,156		\$ 128,453	87%
TO#3	FY 19/20	\$ -	\$ -	\$ 18,787,567		\$ 881,992	5%
180008 Hamner Jewell Associates		\$ 9,000,000	\$ -	\$ 250,000		\$ 12,806	5%
TO#2	FY 19/20	\$ -	\$ -	\$ 250,000		\$ 12,806	0%

## Section 6 | Contracts *continued*

### Contract Summary *continued*

Contracts	Fiscal Year	Contract Budget	Contingency	Commitments	Pending Commitments	Incurred to Date	% Spent
180009 Bender Rosenthal		\$ 9,000,000	\$ -	\$ 274,000		\$ 13,944	5%
TO#2	FY 19/20	\$ -	\$ -	\$ 274,000		\$ 13,944	0%
180010 Associated ROW Services		\$ 9,000,000	\$ -	\$ 250,000		\$ 12,140	5%
TO#2	FY 19/20	\$ -	\$ -	\$ 250,000		\$ 12,140	0%
180011 Michael Baker		\$ 8,000,000	\$ -	\$ 180,000		\$ 3,515	2%
TO#2	FY 19/20	\$ -	\$ -	\$ 180,000		\$ 3,515	0%
180013 Psomas		\$ 15,000,000	\$ -	\$ 475,000		\$ 1,563	0%
TO#2	FY 19/20	\$ -	\$ -	\$ 475,000		\$ 1,563	0%
180014 CDMSmith		\$ 74,999	\$ -	\$ 47,564		\$ 34,696	73%
TO#1	FY 18/19	\$ -	\$ -	\$ 47,564		\$ 34,696	73%
180015 AECOM		\$ 15,000	\$ -	\$ 15,000		\$ 12,579	84%
	FY 18/19	\$ -	\$ -	\$ 15,000		\$ 12,579	84%
180016 PlanNet		\$ 74,999	\$ -	\$ 74,999		\$ 71,379	95%
	FY 18/19	\$ -	\$ -	\$ 64,677		\$ 62,760	97%
	FY 19/20	\$ -	\$ -	\$ 10,322		\$ 8,619	83%
180017 Sextant		\$ 74,999	\$ -	\$ 74,999		\$ 34,962	47%
	FY 18/19	\$ -	\$ -	\$ 13,669		\$ 21,889	160%
	FY 19/20	\$ -	\$ -	\$ 61,330		\$ 13,073	21%
190001 Bentley Systems ProjectWise		\$ 140,860	\$ -	\$ 100,000		\$ 124,138	124%
	FY 18/19	\$ -	\$ -	\$ 100,000		\$ 100,000	100%
	FY 19/20	\$ -	\$ -	\$ 40,860		\$ 24,138	59%

*continued >*

## Section 6 | Contracts *continued*

### Contract Summary *continued*

Contracts	Fiscal Year	Contract Budget	Contingency	Commitments	Pending Commitments	Incurred to Date	% Spent
190003 Ron Rakich Consulting		\$ 6,000	\$ -	\$ 6,000		\$ 5,830	97%
	FY 18/19	\$ -	\$ -	\$ 6,000		\$ 5,830	97%
190005 Management Partners		\$ 3,135,000	\$ -	\$ 802,655		\$ 346,263	43%
TO#1	FY 18/19	\$ -	\$ -	\$ 175,655		\$ 156,755	89%
TO#1	FY 19/20	\$ -	\$ -	\$ 627,000		\$ 189,508	30%
190008 RMW Architecture & Interiors		\$ 15,125	\$ -	\$ 27,875		\$ 27,054	97%
	FY 19/20	\$ -	\$ -	\$ 27,875		\$ 27,054	97%
190009 Parsons		\$ 36,000,000	\$ 4,000,000	\$ 6,297,429		\$ 2,630,130	42%
TO#1	FY 18/19	\$ -	\$ -	\$ 474,133		\$ 474,133	100%
TO#1	FY 19/20	\$ -	\$ -	\$ 5,823,296		\$ 2,155,998	37%
190010 Porter Consulting LLC		\$ 51,150	\$ -	\$ 50,150		\$ -	0%
	FY 19/20	\$ -	\$ -	\$ 50,150		\$ -	0%
190011 GV/ HI Park Tower		\$ 8,122,584	\$ -	\$ 2,125,608		\$ 1,592,700	75%
Deposit	FY 19/20	\$ -	\$ -	\$ 847,073		\$ 847,073	100%
Tenant Improvements		\$ -	\$ -	\$ 654,975		\$ 654,975	100%
Lease	FY 19/20	\$ -	\$ -	\$ 623,560		\$ 90,652	15%
190013 Jacqueline Blakeley LLC		\$ 25,000	\$ -	\$ 25,000		\$ 3,500	14%
	FY 19/20	\$ -	\$ -	\$ 25,000		\$ 3,500	14%
190014 Direct Technology Gov Solutions		\$ 1,840,000	\$ -	\$ -		\$ -	0%
	FY 19/20	\$ -	\$ -	\$ -	\$ 1,090,000	\$ -	0%
190015 Audio Visual Innovations, Inc.		\$ 310,000	\$ -	\$ 310,000		\$ -	0%
	FY 19/20	\$ -	\$ -	\$ 310,000		\$ -	0%

*continued* >

## Section 6 | Contracts *continued*

### Contract Summary *continued*

Contracts	Fiscal Year	Contract Budget	Contingency	Commitments	Pending Commitments	Incurred to Date	% Spent
190016 Consolidatd Communications		\$ 180,000	\$ -	\$ 180,000		\$ -	0%
	FY 19/20	\$ -	\$ -	\$ 180,000		\$ -	0%
190017 ATT		\$ 70,380	\$ -	\$ 70,380		\$ -	0%
	FY 19/20	\$ -	\$ -	\$ 70,380		\$ -	0%
07252018 Hallmark Group		\$ 1,531,360	\$ -	\$ 1,517,593		\$ 1,517,593	100%
	FY 18/19	\$ -	\$ -	\$ 1,517,593		\$ 1,517,593	100%
Department of Water Resources		\$ -	\$ -	\$ 3,264,300		\$ 3,294,035	101%
	FY 18/19	\$ -	\$ -	\$ 3,264,300		\$ 3,294,035	101%
	FY 19/20	\$ -	\$ -	\$ 72,000		\$ 45,096	63%
AO5218 Metropolitan Water District		\$ -	\$ -	\$ 3,593,749		\$ 2,082,244	58%
TO#1	FY 18/19	\$ -	\$ -	\$ 1,658,749		\$ 1,658,749	100%
TO#1	FY 19/20	\$ -	\$ -	\$ 1,935,000		\$ 423,494	22%
Miscellaneous Vendors		\$ -	\$ -	\$ 296,368		\$ 184,107	62%
Various	FY 18/19	\$ 132,272	\$ -	\$ 132,272		\$ 131,402	99%
Various	FY 19/20	\$ 164,096	\$ -	\$ 164,096		\$ 52,705	32%

# Section 6 | Contracts *continued*

## Contract Procurement

WBS	Description	Contract Type	Company	Annual Budget (FY 2019/20)	Pending Contract Value	Pending Commitment (FY2019/20)	Procurement Method	Planned Bid Date	Activity to Date
<b>Program Management</b>									
Legal	General Counsel Services						RFQ - Best Value	19-Dec	Not Started
Human Resources	Payroll Services	Software and Services		\$100,800			Existing Agency Contract Price List	Dec-19	Soliciting prices
Staff Mgmt.	Meeting Mgmt. & Action Items	Software as a Service		\$7,854	\$23,562	\$23,562	Executive Director's discretion - Direct Contract	Nov-19	Pending selection - 3 year term
Permit Mgmt.		Software as a Service						Mar-20	
Health & Safety		Software as a Service						Mar-20	
Quality Mgmt.		Software as a Service						Mar-20	
Sustainability		Software as a Service						Jul-20	
<b>Stakeholder Engagement</b>									
	Graphic Support Services	Professional Services	AP42	\$150,000	\$700,000	\$200,000	RFQ-Best Value	Aug-19	Pending Execution
	Comms Support Services	Professional Services	VMA Communications	\$150,000	\$1,200,000	\$400,000	RFQ-Best Value	Aug-19	Pending Execution
Outreach	Ext. Stakeholder Mgmt. & Comms. System	Software as a Service	Silvacom Ltd. (Jambo SaaS Vendor)	\$34,000	\$70,000	\$70,000	Direct Purchase	Oct-19	Pending Execution - 2 year term
<b>Contract Procurement &amp; Admin.</b>									
Certified Payroll		Software as a Service					Existing Agency Contract Price List	Jul-20	
<b>Program Controls</b>									
Risk Mgmt.	Risk Register & Risk Analysis	On Premise or Software as a Service					RFQ - Best Value	Dec-19	Pending
eDiscovery	eDiscover & Legal Records Mgmt.	On Premise or Software as a Service						Mar-20	
Estimating	Engineering Estimate (EE)	On Premise or Software as a Service						Jul-20	

# Section 6 | Contracts *continued*

## Contract Procurement *continued*

WBS	Description	Contract Type	Company	Annual Budget (FY 2019/20)	Pending Contract Value	Pending Commitment (FY2019/20)	Procurement Method	Planned Bid Date	Activity to Date
<b>Engineering</b>									
Planning / Environmental	ESRI ArcGIS / FME	On Premise						Mar-20	
Design Review	Design Review & Submittal	On Premise or Software as a Service						Mar-20	
Asset Management	Commissioning and turnover procedures, SCADA operations, asset management operations	On Premise or Software as a Service						Jul-21	
<b>Program Financials</b>									
Financial Accounting		On Premise or Software as a Service						Jul-21	
<b>IT Administration</b>									
<b>IT - New Building</b>									
Facilities and Operations	IT and AV Fitout for New Building	Material + Installation	AVI-SPL	\$1,533,000	\$310,000	\$310,000	Executed Agreement	Oct-19	Completed
Facilities and Operations	IT Managed Services Provider (MSP)	Material + Installation	Direct Technology	Incl. Above	\$2,300,000	\$1,090,000	Executed Agreement	Oct-19	Completed
Facilities and Operations	IT Miscellaneous - New Building	Material + Installation		Incl. Above			Existing Agency Contract Price List	Nov-19	
Facilities and Operations	Voice IP	Utilities	Ring Central	Incl. Above	\$223,000	\$18,000	Direct Purchase - Existing Agency Contract Price List	Nov-19	Pending Execution
Facilities and Operations	ATT	Utilities	AT&T	Incl. Above	\$70,380	\$12,000	Direct Purchase	Oct-19	Completed
Facilities and Operations	Consolidated Internet	Utilities	Consolidated Internet	Incl. Above	\$108,072	\$18,000	Direct Purchase	Oct-19	Completed
Information Technology	Printers	Material & Services	Under Analysis	\$24,000			Direct Purchase - Existing Agency Contract Price List	Nov-19	Pending
Information Technology	Laptops/docking stations	Material + Installation	Under Analysis	\$21,500			Direct Purchase	Apr-20	
Information Technology	Monitors	Material + Installation	Under Analysis	\$3,200			Direct Purchase	Apr-20	
Information Technology	Ancillary devices - keyboards, headsets, webcams	Material + Installation	Under Analysis	\$1,250			Direct Purchase	Dec-19	Pending
Information Technology	Miscellaneous Software	Software Licensing	Vendors as needed	\$120,000			Direct Purchase		
Information Technology	Office 365	Software licensing	Microsoft	\$3,000 monthly					
Facilities and Operations	Security Badge Equipment	Materials + Installation	Convergent Systems	Incl. Above			Included in Market One Agreement	Nov-19	In Process
Facilities and Operations	Security Camera Streaming Services	Materials + Installation	Convergent Systems	Incl. Above			Included in Market One Agreement	Nov-19	In Process
Facilities and Operations	Small Form Factor PC's (Conference Rooms)	Materials + Installation	Under Analysis	\$12,000			Direct Purchase	Nov-19	Pending

## Section 6 | Contracts *Continued*

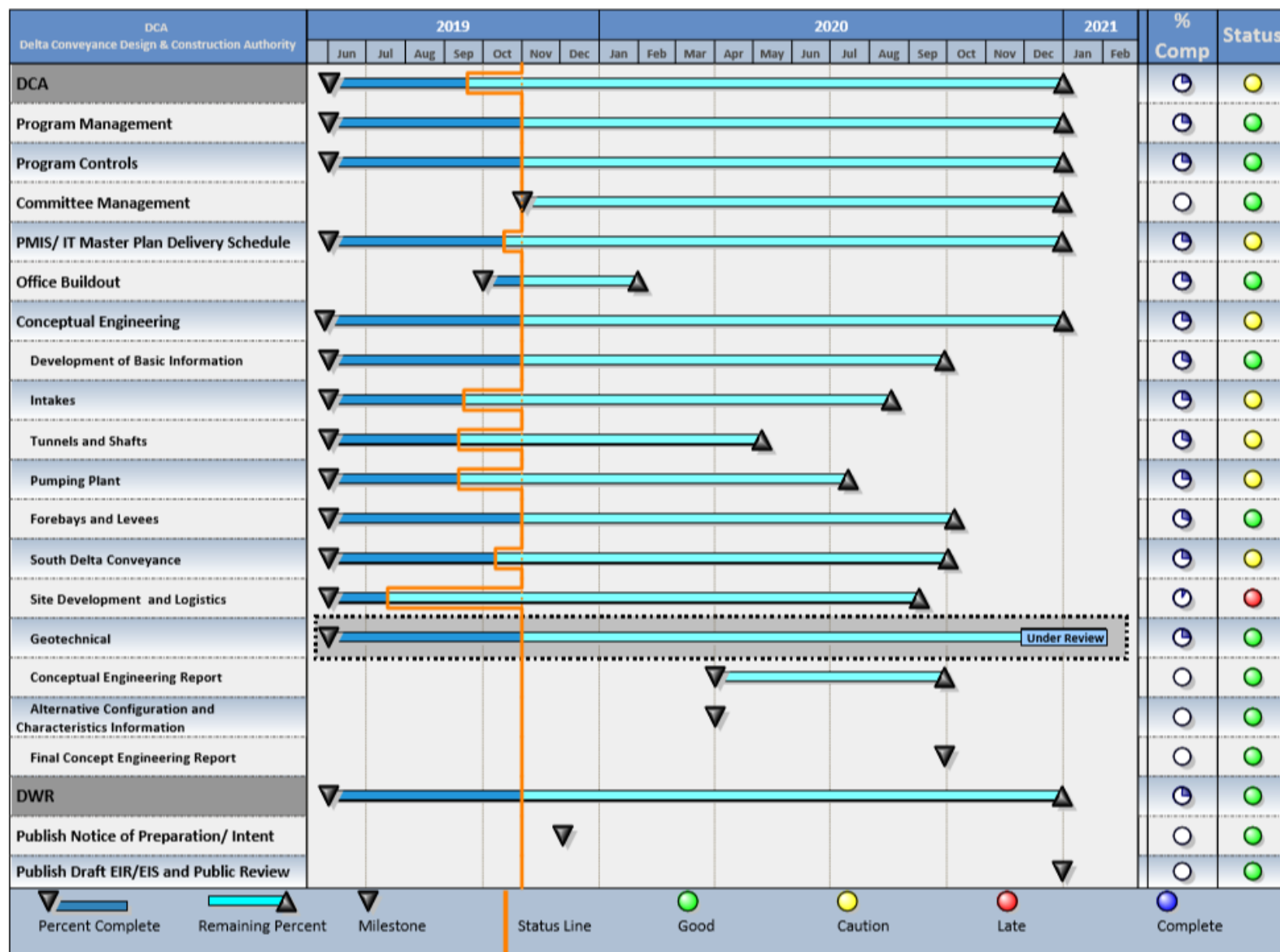
### S/DVBE Status FY 2019/20

Contract/Prime	Prime	Committed	Incurred	Firm Name	SBE / DVBE	SBE/DVBE Committed	% SBE/DVBE Committed	SBE/DVBE Incurred	% SBE/DVBE Incurred
180006-02	Jacobs	\$ 38,615,760	\$ 5,154,815			\$ 2,989,550	8%	\$ 158,002	3%
				AnchorCM	DVBE	\$ 785,652		\$ 44,092	
				EET S, Inc.	SBE	\$ 471,957		\$ -	
				JMA Civil, Inc.	SBE	\$ 125,110		\$ -	
				Kearns & West, Inc.	SBE	\$ 35,213		\$ 34,854	
				Lettis Consulting International	SBE	\$ 964,184		\$ 1,988	
				Nazparv Consulting LLC	SBE	\$ 325,600		\$ 16,348	
				Wiseman Consulting	SBE	\$ 281,834		\$ 60,720	
180007-02&03	Fugro	\$ 18,935,723	\$ 1,010,445			\$ 2,772,364	15%		0%
				Dillard Environmental Services	SBE	\$ 408,744		\$ -	
				GeoTech Utility	SBE	\$ 121,500		\$ -	
				The LeBaugh Group	SBE	\$ 2,242,120		\$ -	
190009-02	Parsons	\$ 5,823,296	\$ 2,155,998			\$ 894,393	15%	\$ 104,502	5%
				Chaves & Associates	SBE	\$ 894,393		\$ 104,502	

## Section 7 | Schedule

The final planned baseline schedule for DCA work on the Draft EIR has been established and is represented by the activity bars shown below. Status against the baseline schedule is shown using the dropline method. The dropline extends vertically from the Status Date which is October 31, 2019 representing the end of the reporting period.

Where the dropline falls to the left of the Status Date, the activity is behind schedule. Likewise, where it falls to the right of the Status date, the work is ahead of the planned schedule. Through the end of October, the DCA work is approximately six (6) weeks behind schedule. We will be increasing resources to recover schedule in the upcoming weeks.





## Section 8 | Risk



UNDER  
DEVELOPMENT

INITIAL PROGRAM RISK LOG TO BE  
COMPLETED IN DECEMBER 2019

## Board Memo

**Contact:** Katano Kasaine, Treasurer

**Date:** November 21, 2019

**Item No. 7d**

**Subject:** DCA Audit Performed by KPMG - Financial Statements for Fiscal Year Ended June 30, 2019

### **Summary:**

The Delta Conveyance Design and Construction Joint Powers Authority (Authority) retained the services of KPMG LLP to perform an audit of the Authority's financial activities for the past fiscal year. The attached audit report is provided for the Board's review.

### **Detailed Report:**

The Authority is required to have an annual financial audit. The first audit is attached. Since the operating activity of the Authority is limited, the financial statements are presented on a cash basis, showing actual receipts and disbursements. An unaudited supplementary information is included in the report showing the charges incurred by the Department of Water Resources on behalf of the Authority.

The auditor has issued a Governance Letter in addition to the cash basis financial statements. The Governance Letter includes certain disclosures to the board that auditing standards require of the external auditor.

### **Recommended Action:**

Information only.

### **Attachments:**

Attachment 1 - Audited Financial Statements for Fiscal Year Ended June 30, 2019

Attachment 2 - Governance Letter



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

**Statement of Cash Receipts and Disbursements  
(Cash Basis of Accounting)**

**Year Ended June 30, 2019**

**(With Independent Auditor's Report Thereon)**

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

June 30, 2019

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KPMG LLP  
Suite 1500  
550 South Hope Street  
Los Angeles, CA 90071-2629

## **Independent Auditors' Report**

The Members of the  
Delta Conveyance Design and Construction Joint Powers Authority:

We have audited the accompanying statement of cash receipts and disbursements of the Delta Conveyance Design and Construction Joint Powers Authority (the DCA) for the years ended June 30, 2019 and 2018, and the related notes to the statement of cash receipts and disbursements (the financial statements).

### ***Management's Responsibility for the Financial Statement***

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the cash basis of accounting described in Note 1; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statement referred to above present fairly, in all material respects, the cash receipts and disbursements of the Delta Conveyance Design and Construction Joint Powers Authority for the year ended June 30, 2019, in accordance with the cash basis of accounting described in Note 1.



***Basis of Accounting***

We draw attention to Note 1 to the statement of cash receipts and disbursements, which describes the basis of accounting. The financial statement is prepared on the cash basis of accounting, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinion is not modified with respect to this matter.

**Other Matter**

***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statement. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statement. The supplementary information has not been subjected to the auditing procedures applied in the audit of the financial statement, and accordingly, we do not express an opinion or provide any assurance on it.

**KPMG LLP**

Los Angeles, California  
October 16, 2019

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

Statement of Cash Receipts and Disbursements  
(Cash Basis of Accounting)

Year ended June 30, 2019

Receipts:		
Contributions	\$	4,371,573
Interest receipts		<u>7,641</u>
Total receipts		<u>4,379,214</u>
Disbursements:		
Program management:		
Professional services		778,384
External affairs		66,809
Treasury and accounting		63,973
Information technology		538,628
Legal		201,929
Staffing and administration		72,348
Program controls and contracting		710,238
Property acquisition		101,474
Environmental		112,068
Engineering management:		
Programmatic		<u>1,734,214</u>
Total disbursements		<u>4,380,065</u>
Net change in cash		(851)
Cash at beginning of year		<u>796,438</u>
Cash at end of year	\$	<u><u>795,587</u></u>

See accompanying notes to statement of cash receipts and disbursements.

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

Notes to Statement of Cash Receipts and Disbursements  
(Cash Basis of Accounting)

Year ended June 30, 2019

**(1) Reporting Entity and Summary of Significant Accounting Policies**

The Delta Conveyance Design and Construction Joint Powers Authority (the Authority) is a separate governmental entity composed of participating State Water Project Contractors (SWC) formed on May 14, 2018. The Authority's purpose is to assist the California Department of Water Resources (DWR) in the design and construction of a new Delta water conveyance facilities, also known as California WaterFix (Conveyance Project), to be owned and operated by DWR. The Conveyance Project will convey water from the Sacramento River north of the Delta directly to the existing State Water Project (SWP) and Central Valley Project (CVP) pumping plants located in the south Delta. The purposes of the Conveyance Project are to make physical and operational improvement to the SWP and the CVP necessary to protect and maintain the Sacramento-San Joaquin Delta (Delta) ecosystem health, maintain water quality, and restore and protect water supplies for the more than 25 million people and 2 million acres of highly productive farm land that currently depend upon the water conveyed through the Delta.

By means of a Joint Powers Agreement (the Agreement), the participating SWC, which include the Alameda County Flood Control Zone 7 Water District, Santa Clara Valley Water District, San Bernardino Valley Municipal Water District, and the Metropolitan Water District of Southern California (Metropolitan), agreed to bear some of the financial obligation of the Conveyance Project. The Authority is governed by a four member Board of Directors (the Board), including two members from Metropolitan, one member from Santa Clara Valley Water District, and one member from a SWP contractor selected by non-represented SWP contractors.

Pursuant to the Agreement, the Board contracted Metropolitan to perform treasury services through an Inter-Agency Agreement between Metropolitan and the Authority dated June 5, 2018. The Inter-Agency Agreement designates Metropolitan as trustee over all funds of the Authority and requires that such monies be placed in a special fund designated the "DCA Fund" (the Fund). Disbursements from the Fund are made by Metropolitan at the direction of the Authority.

The Authority's policy is to prepare its statement of cash receipts and disbursements on the cash basis of accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. Consequently, receipts are recognized when received rather than when earned, and disbursements are recognized when paid rather than when the obligation is incurred.

For the year ended June 30, 2019, the Authority paid Metropolitan \$867,370 for various costs.



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

Notes to Statement of Cash Receipts and Disbursements  
(Cash Basis of Accounting)

Year ended June 30, 2019

**(2) Delta Conveyance Project**

On February 12, 2019, on his State of the State address, Governor Gavin Newsom announced the shift from a twin tunnel California WaterFix project to a single tunnel project now referred to as the Delta Conveyance Project. On April 29, 2019, Governor Newsom issued an executive order calling for the development of a water resilience portfolio that meets the needs of California's communities, economy, and environment through the 21st century. This includes the governor's vision for a modern water supply infrastructure, a more climate resilient water supply for people and the environment, and the State Water Project in particular must be updated to respond to climate change. As a result, DWR withdrew the approval of California WaterFix, decertified the Environmental Impact Report, and rescinded various permitting applications including those submitted to the State Water Resources Control Board, U.S. Army Corps of Engineers, and State and federal Endangered Species Acts permits on May 2, 2019 and rescinded the California WaterFix Bond Resolution on May 7, 2019.

In light of the executive order, DWR will launch a new environmental review and planning process toward the end of calendar year 2019. DWR anticipates that the renewed planning process, including other related permitting activities, will take about two and a half to three years to complete. During this phase, the Authority will provide engineering, field studies and design work to inform the environmental planning process, and assist in evaluating and minimizing community impacts, under DWR's oversight. The Joint Exercise of Powers Agreement between DWR and the Authority is being amended to reflect the above changes.

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

Supplementary Information –  
Summary of DWR Charges on Behalf of the Authority (Unaudited)  
Year ended June 30, 2019

Disbursements:		
Program management:		
External affairs	\$	590,526
Staffing and administration		200,497
Program controls and contracting		135
Property acquisition		571,583
Environmental		1,653,415
Engineering management:		
Programmatic		<u>353,484</u>
Total disbursements	\$	<u>3,369,640</u>

**Note to Supplementary Information**

DWR incurred certain design and construction costs, including an office lease, in support of the Conveyance Project that were not billed to the Authority. These costs were excluded from the disbursements in the accompanying statement of cash receipts and disbursements because they were not paid with Authority monies.



KPMG LLP  
Suite 1500  
550 South Hope Street  
Los Angeles, CA 90071-2629

October 16, 2019

The Board of Directors  
The Delta Conveyance Design and Construction Joint Powers Authority  
Los Angeles, California

Ladies and Gentlemen:

We have audited the statement of cash receipts and disbursements (the Statement) of the Delta Conveyance and Construction Powers Authority (the DCA) for the year then ended June 30, 2019, and issued our report thereon under date of October 16, 2019. Under our professional standards, we are providing you with the accompanying information related to the conduct of our audit.

#### **Our Responsibility Under Professional Standards**

We are responsible for forming and expressing an opinion about whether the Statement that has been prepared by management with the oversight of the Board of Directors is presented fairly, in all material respects, in conformity with the cash basis of accounting. We have a responsibility to perform our audit of the financial statement in accordance with auditing standards generally accepted in the United States of America (AICPA). In carrying out this responsibility, we planned and performed the audit to obtain reasonable assurance about whether the financial statement as a whole is free of material misstatement, whether caused by error or fraud. Because of the nature of audit evidence and the characteristics of fraud, we are to obtain reasonable, not absolute, assurance that material misstatements are detected. We have no responsibility to plan and perform the audit to obtain reasonable assurance that misstatements, whether caused by error or fraud, that are not material to the financial statement are detected. Our audit does not relieve management or the Board of Directors of their responsibilities.

In addition, in planning and performing our audit of the Statement, we considered internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Statement but not for the purpose of expressing an opinion on the effectiveness of the DCA's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the DCA's internal control.

We also have a responsibility to communicate significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of Internal Audit in overseeing the financial reporting process. We are not required to design procedures for the purpose of identifying other matters to communicate to you.

#### **Accounting Practices and Alternative Treatments**

The significant accounting policies are described in Note 1 to the DCA's financial statement. As described in Note 1, the DCA's statement of cash receipts and disbursements is prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles.



The Board of Directors  
The Delta Conveyance Design and Construction Joint Powers Authority  
Page 2 of 2

*Qualitative Aspects of Accounting Practices*

We have discussed with the Board of Directors and management our judgments about the quality, not just the acceptability, of the DCA's accounting principles as applied in its financial reporting. The discussions generally included such matters as the consistency of the DCA's accounting policies and their application, and the understandability and completeness of the DCA's financial statement, which include related disclosures.

**Uncorrected and Corrected Misstatements**

In connection with our audit of the DCA's Statement, we have not identified any significant uncorrected or corrected financial statement misstatements for the year ending June 30, 2019 and have communicated this to the management.

**Disagreements with Management**

There were no disagreements with management on financial accounting and reporting matters that would have caused a modification of our auditors' report on the DCA's financial statement.

**Significant Issues Discussed, or Subject to Correspondence, with Management**

*Material Written Communications*

Attached to this letter please find copies of the following material written communications between management and us:

1. Engagement letter; and
2. Management representation letter

**Independence**

*Confirmation of Audit Independence*

We hereby confirm that as of October 16, 2019, we are independent accountants with respect to the DCA under relevant professional and regulatory standards.

\*\*\*\*\*

This letter to the Board of Directors is intended solely for the information and use of the Board of Directors and management and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

**KPMG LLP**



KPMG LLP  
Suite 700  
20 Pacifica  
Irvine, CA 92618-3391

Telephone +1 949 885 5400  
Fax +1 949 885 5410  
kpmg.com

July 9, 2018

Delta Conveyance Design and Construction Joint Powers Authority  
c/o Metropolitan Water District of Southern California  
P.O. Box 5413  
Los Angeles, California 90054-0153

Attention: Bernadette Robertson, Controller

Ladies and Gentlemen:

This letter (the Engagement Letter) confirms our understanding of our engagement to provide professional services to the Delta Conveyance Design and Construction Joint Powers Authority (the JPA).

### **Objectives and Limitations of Services**

#### **Audit Services**

You have requested that we audit the JPA's financial statements as set forth in Appendix I.

We have the responsibility to conduct and will conduct the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, with the objective of expressing an opinion as to whether the presentation of the financial statements conforms with U.S. generally accepted accounting principles.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. In conducting the audit, we will perform tests of the accounting records and such other procedures, as we consider necessary in the circumstances, based on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud, to provide a reasonable basis for our opinion on the financial statements. We also will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, and evaluate the overall financial statement presentation.

Our audit of the financial statements will be planned and performed to obtain reasonable, but not absolute, assurance about whether the financial statements are free from material misstatement, whether due to fraud or error. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, fraud, and noncompliance with laws and regulations may exist and not be detected by an audit of financial statements even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. Also, an audit is not designed to detect matters that are immaterial to the financial statements.

Subject to the remainder of this paragraph, we will issue a written report upon completion of our audit of the JPA's financial statements addressed to the board of directors of the JPA. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add emphasis-of-matter or other-matter paragraphs or withdraw from the engagement. If, during the performance of our audit procedures, such circumstances arise, we will communicate to the audit committee our reasons for modification or withdrawal.



Delta Conveyance Design and Construction Joint Powers Authority  
c/o Metropolitan Water District of Southern California  
July 9, 2018  
Page 2 of 8

### ***Internal Control over Financial Reporting***

In making our risk assessments as part of planning and performing our audit of the financial statements, we will consider the JPA's internal control relevant to the preparation and fair presentation of the financial statements in order to determine the nature, timing, and extent of our audit procedures for the purpose of expressing an opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the JPA's internal control.

The objective of our audit of the financial statements is not to report on the JPA's internal control and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

### ***Registration Statements and Other Offering Documents***

Should the JPA wish to include or incorporate by reference these financial statements and our audit report thereon into a future filing under the Securities Act of 1933, or an exempt offering, prior to our consenting to include or incorporate by reference our report on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the Public Company Accounting Oversight Board (United States) or auditing standards generally accepted in the United States of America, including, but not limited to, reading other information incorporated by reference in the registration statement or other offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future filings or other offering documents will be determined at the time the services are to be performed.

### ***Our Responsibility to Communicate with the Audit Committee***

While the objective of our audit of the financial statements is not to report on the JPA's internal control and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements, we will communicate, in writing, material weaknesses or significant deficiencies to the audit committee to the extent they come to our attention.

We will report to the audit committee, in writing, the following matters:

- Material, corrected misstatements that were brought to the attention of management as a result of audit procedures.
- Uncorrected misstatements accumulated by us during the audit and the effect that they, individually or in the aggregate, may have on our opinion in the auditor's report, and the effect of uncorrected misstatements related to prior periods.
- Significant difficulties and disagreements with management, if any, encountered during our audit.
- Other matters required to be communicated by auditing standards generally accepted in the United States of America.



Delta Conveyance Design and Construction Joint Powers Authority  
c/o Metropolitan Water District of Southern California  
July 9, 2018  
Page 3 of 8

We will also read minutes, if any, of relevant committee meetings for consistency with our understanding of the communications made to the audit committee and determine that the audit committee has received copies of all material written communications between ourselves and management. We will also determine that the audit committee has been informed of i) the initial selection of, or the reasons for any change in, significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

To the extent that they come to our attention, we will inform the appropriate level of management about any instances of noncompliance or suspected noncompliance with laws and regulations, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud. Further, to the extent they come to our attention, we also will communicate directly to the audit committee any instances of noncompliance or suspected noncompliance with laws and regulations, unless they are clearly inconsequential, material errors in the financial statements, and any instances of fraud that involve senior management or that, in our judgment, cause a material misstatement of the financial statements.

#### **Management Responsibilities**

The management of the JPA acknowledges and understands that they have responsibility for the preparation and fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein. Management also is responsible for identifying and ensuring that the JPA complies with laws and regulations applicable to its activities, and for informing us of any instances of noncompliance or suspected noncompliance with laws and regulations. Management also is responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements whether due to error or fraud. Management is also responsible for informing us, of which it has knowledge, of all material weaknesses and significant deficiencies in the design or operation of such controls. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

Management of the JPA also acknowledges and understands that it is their responsibility to provide us with: i) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters; ii) additional information that we may request from management for purposes of the audit; and iii) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. As required by auditing standards generally accepted in the United States of America, we will make specific inquiries of management about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon, taken as a whole. Because of the importance of management's representations to the effective performance of our services, the JPA will release KPMG LLP (KPMG) and its personnel from any claims, liabilities, costs, and expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above. The





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provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

#### **Non-audit service - Assistance in Preparing Financial Statements**

We will assist management in preparing the financial statements and related notes in accordance with U.S. generally accepted accounting principles. We will use the draft financial statements provided by management to assist management in preparing the financial statements and related notes by providing word processing and reproduction assistance.

Our responsibility is to assist management in preparing the financial statements and related notes using the information provided by management. We will not assume management responsibilities on behalf of the JPA. However, we will provide advice and recommendations to assist management of the JPA in performing its responsibilities.

The JPA agrees to:

- Assume all management responsibilities, including determining the accuracy and completeness of the financial statements and notes.
- Assign a suitable employee with appropriate skills, knowledge and/or experience to oversee the financial statement preparation assistance and evaluate the adequacy and results of the services.
- Accept responsibility for the results of the financial statement preparation assistance.

#### **Dispute Resolution**

Any dispute or claim between the parties shall be submitted first to non-binding mediation and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("IICPR"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forgo litigation over such disputes in any court of competent jurisdiction.

Mediation shall take place at a location to be designated by the parties using Mediation Procedures of the IICPR, with the exception of paragraph 2 (Selecting the Mediator). Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Party-selected arbitrators shall be selected from the lists of neutrals maintained by either the IICPR or by JAMS, Inc., but the chair of the arbitration panel does not have to be selected from those specific lists. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm, enforce or vacate any final award entered in arbitration, in any court of competent jurisdiction, provided that any party moving to enforce, confirm or vacate any such agreement or award, as the case may be, will file such motion under seal unless prohibited under applicable court rules. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.





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#### **Other Matters**

All disputes between the parties (whether based in contract, tort, statute, regulation, or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, including without limitation, its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction. In the event that any term or provision of this Engagement Letter shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

This letter shall serve as the JPA's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and the JPA and between KPMG and outside specialists or other entities engaged by either KPMG or the JPA. The JPA acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

Except as permitted by law or as set forth in this paragraph, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party. The JPA agrees that KPMG may list Delta Conveyance Design and Construction Joint Powers Authority (the JPA) as a client in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Delta Conveyance Design and Construction Joint Powers Authority (the JPA) is an Audit client of KPMG LLP"). Further, for purposes of the services described in this letter only, the JPA hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of the JPA solely for presentations or reports to the JPA or for internal KPMG presentations and intranet sites.

The JPA and KPMG acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective responsibilities under the Engagement Letter. Unless requested by KPMG to allow it to complete its audit, the JPA will not provide KPMG, or grant KPMG access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR ("Export Controlled Information"). If KPMG requests Export Controlled Information from the JPA, the JPA shall provide KPMG with notice of provision of Export Controlled Information at least 48 hours prior to providing such Export Controlled Information to KPMG.

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this letter.

The audit documentation for this engagement is the property of KPMG. If KPMG receives a subpoena; other validly issued administrative, judicial, government or investigative regulatory demand or request; or other legal process requiring it to disclose the JPA's confidential information ("Legal Demand"), KPMG shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the JPA of such Legal Demand in order to permit it to seek a protective order. So long as KPMG gives notice as provided herein, KPMG shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the



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like that may have been entered in the matter. In the event KPMG is requested or authorized by the JPA, or is required by law, rule, regulation or Legal Demand in a proceeding or investigation to which KPMG is not a named party or respondent, to produce KPMG's documents or personnel as witnesses or for interviews, or otherwise to make information relating to the service under the Engagement Letter available to a third party, or the JPA, the JPA shall reimburse KPMG for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in producing documents or personnel or providing information pursuant to such requests, authorizations or requirements.

KPMG, as an accounting firm, has an obligation to comply with applicable professional standards. Certain professional standards, including AICPA Code of Professional Conduct Section 1.700, "Confidential Client Information Rule," adopted by the American Institute of Certified Public Accountants and similar rules adopted by the boards of accountancy of many states, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. KPMG represents to the JPA that KPMG will treat the JPA's confidential information in accordance with applicable professional standards.

KPMG may work with and use the services of other members of the international KPMG network of independent firms and entities controlled by, or under common control with, one or more KPMG member firms (together with KPMG, the "KPMG Firms") to provide services to the JPA. In connection with the performance of services under this Engagement Letter, the KPMG Firms may, in their discretion, utilize the services of third party service providers within or outside of the United States to complete the services under this Engagement Letter. KPMG Firms and such third parties may have access to your confidential information from offshore locations. In addition, KPMG uses third party service providers within and outside of the United States to provide, at its direction, back-office administrative and clerical, or analytical services to KPMG and these third party service providers may in the performance of such services have access to your confidential information. KPMG represents that it has technical, legal and/or other safeguards, measures and controls in place to protect your confidential information from unauthorized disclosure or use.

You also understand and agree that the KPMG Firms, with the assistance of third parties as outlined above, may use all the JPA's information for other purposes consistent with our professional standards, such as improving the delivery or quality of audit and other services or technology to you and to other clients, thought leadership projects, to allow you and other clients to evaluate various business transactions and opportunities, and for use in presentations to you, other clients and non-clients. When your information is used outside of the KPMG Firms or such third parties assisting them as outlined above, the JPA will not be identified as the source of the information.

It may be necessary or convenient for the JPA to use KPMG-owned or -licensed software, software agents, scripts, technologies, tools or applications (collectively "KPMG Technology") designed to extract data from the JPA's electronic books and records systems or other systems (collectively, "Systems"), in connection with the audit. the JPA understands and agrees that it is solely responsible for following appropriate change management policies, processes and controls relating to use of such technology (including without limitation appropriate backup of the JPA information and Systems) (collectively, "Change Management Processes") before such KPMG Technology is utilized to extract data from the Systems. In the event the JPA fails to use such Change Management Processes or if such Change Management Processes prove to be inadequate, the JPA acknowledges that the Systems and/or KPMG Technology may not function as intended. In consideration of the foregoing, KPMG hereby grants the JPA the right to use KPMG Technology solely to facilitate the JPA's necessary or convenient provision of information to KPMG in connection with the audit, and this grant does not extend to any other purposes or use by third parties outside of your organization without our prior written approval, provided that third party contractors of the JPA having a need to know in order to perform their services to the JPA are permitted to use KPMG Technology to the extent necessary for such parties to perform such services, so long as the JPA has technical, legal and/or other safeguards, measures and controls in place



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to protect such KPMG Technology and the KPMG confidential information therein from unauthorized disclosure or use. Other than as expressly permitted hereby, the JPA agrees to keep KPMG Technology confidential, using no less than a reasonable standard of care to protect it from unauthorized disclosure or use, and to notify KPMG of any legal compulsions to disclose it, in accordance with the provisions governing legal demand of confidential information which appear in this engagement letter with respect to which the KPMG Technology is being used, *mutatis mutandis*. If the KPMG Technology is subject to any third party license terms and conditions before being provided to the JPA, the JPA may be required to accept such terms and conditions before using the KPMG Technology, in which case KPMG will provide such license terms and conditions to the JPA in writing before the JPA elects to use the KPMG Technology.

Except as otherwise provided for in this Engagement Letter, neither party may assign, transfer or delegate any of its rights, obligations, claims or proceeds from claims arising under or relating to this Engagement Letter (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment in violation hereof shall be null and void.

The JPA agrees to provide prompt notification if the JPA or any of its subsidiaries whose financial statements are being audited by KPMG LLP, currently are, become subject to, or were previously but are no longer subject to, the laws of a foreign jurisdiction that require regulation of any securities issued by the JPA or such subsidiary. Such situations could include but are not limited to the listing or selling of securities on a foreign securities market or exchange or the submission of filings to a foreign securities regulator.

#### **Additional Reports and Fees for Services**

Appendix I to this letter lists the additional reports we will issue as part of this engagement and our fees for professional services to be performed under this letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fees for professional services set forth in Appendix I and may be subject to written arrangements supplemental to those in this letter.

\*\*\*\*\*

Our engagement herein is for the provision of annual audit services for the financial statements for the periods described in Appendix I, and it is understood that such services are provided as a single annual engagement. Pursuant to our arrangement as reflected in this letter, we will provide the services set forth in Appendix I as a single engagement for each of the JPA's subsequent fiscal years until either the audit committee or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each subsequent year will be annually subject to negotiation and approval by the management of the JPA.

This Engagement Letter and any exhibits, attachments and appendices hereto, and amendments thereto agreed in writing by the parties, shall constitute the entire agreement between KPMG and the JPA with respect to the subject matter hereof and thereof, and supersede all other previous oral and written representations, understandings or agreements relating to the subject matter of this agreement.



Delta Conveyance Design and Construction Joint Powers Authority  
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We shall be pleased to discuss this letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this letter. Please sign and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

KPMG LLP

Chris Ray  
*Partner*

CBR:bmw:glb:T1624\_v2

Enclosures

ACCEPTED:

Delta Conveyance Design and Construction Joint Powers Authority  
c/o Metropolitan Water District of Southern California

\_\_\_\_\_  
Authorized Signature [Those Charged with Governance]

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ACCEPTED:

Delta Conveyance Design and Construction Joint Powers Authority  
c/o Metropolitan Water District of Southern California

\_\_\_\_\_  
Authorized Signature [Management]

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Fees for Services

Based upon our discussions with and representations of management, our fees for services we will perform are estimated as follows:

Audit of the financial statements of the Delta Conveyance Design and Construction Joint Powers Authority as of and for the year ended June 30, 2019	\$25,000*
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*\*This estimate assumes 125 hours to complete the audit and any additional fees due to additional hours will be billed as incurred using the billing rates below. When total billings meet or exceed \$20,000 (80% of the above quoted fees), a notification will be sent to management.*

**Billing Rates used:**

CLASSIFICATION TITLE	BILLING RATE
Partner/ Managing Director	\$ 400
Senior Manager	\$ 325
Manager	\$ 275
Supervising Senior	\$ 245
Senior Associate	\$ 215
2nd year Associate	\$ 195
Associate	\$ 165
Intern	\$ 100
GDC	\$ 75

*KPMG will provide audited financial statements of the Delta Conveyance Design and Construction Joint Powers Authority for the year ended June 30, 2019 no later than October 15, 2019. The aforementioned date is dependent upon KPMG's receipt of all items on the preliminary prepared by client listing by August 15, 2019, draft financial statements are prepared by management and provided to KPMG by September 3, 2019 and no material audit adjustments or material weaknesses are identified during the audit.*

The above estimates are based on the level of experience of the individuals who will perform the services. In addition, expenses are billed for reimbursement as incurred. Expenses for items such as travel, telephone and postage are estimated at \$500. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver them within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to clients.

All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added, income or other applicable taxes, tariffs or duties, payment of which shall be the JPA's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.





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We shall be pleased to discuss this letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this letter. Please sign and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

KPMG LLP

Chris Ray  
Partner

CBR:bmw:glb:T1624\_v2

Enclosures

ACCEPTED:

Delta Conveyance Design and Construction Joint Powers Authority  
c/o Metropolitan Water District of Southern California



Authorized Signature [Those Charged with Governance]

Executive Director  
Title

27 Sept 2018  
Date

ACCEPTED:

Delta Conveyance Design and Construction Joint Powers Authority  
c/o Metropolitan Water District of Southern California

Authorized Signature [Management]

Title

Date

\* Management signed in the wrong section (see above). Also, management's signature was considered sufficient for the engagement letter and no board signature was considered necessary.



October 16, 2019

Mr. Christopher Ray  
KPMG LLP  
550 South Hope Street, Suite 1500  
Los Angeles, CA 90071

Ladies and Gentlemen:

We are providing this letter in connection with your audit of the statement of cash receipts and disbursements and the related notes to the statement of cash receipts and disbursements (the financial statements) of the Delta Conveyance Design and Construction Joint Powers Authority (DCA), as of and for the year ended June 30, 2019, for the purpose of expressing an opinion as to whether these financial statements present fairly, in all material respects, the cash receipts and disbursements of the DCA in accordance with the cash basis of accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of October 16, 2019, the following:

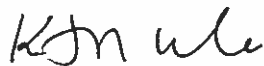
1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 26, 2019, for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting.
2. We have made available to you:
  - a. All records, documentation, and information that is relevant to the preparation and fair presentation of the financial statements;
  - b. Additional information that you have requested from us for the purpose of the audit;
  - c. Unrestricted access and the full cooperation of personnel within the entity from whom you determined it necessary to obtain audit evidence; and
  - d. All minutes of the meetings of the Members of the DCA, or summaries of actions of recent meetings for which minutes have not yet been prepared. All significant board and committee actions are included in the summaries.

3. Except as disclosed to you in writing, there have been no communications from regulatory agencies, governmental representatives, employees or others concerning noncompliance with laws and regulations in any jurisdiction, or deficiencies in financial reporting practices or other matters that could have a material adverse effect on the financial statements.
4. There are no known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial statements.
5. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
6. We have disclosed to you all side agreements or other arrangements (either written or oral).
7. We acknowledge our responsibility for the design, implementation, and maintenance of programs and controls to prevent, deter, and detect fraud; for adopting sound accounting policies; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements, whether due to error or fraud. We understand that the term "fraud" is defined as an intentional act by one or more individuals among management, those charged with governance, employees, or third parties, involving the use of deception that results in a misstatement in financial statements that are the subject of an audit.
8. There are no deficiencies, significant deficiencies, or material weaknesses in the design or operation of internal control over financial reporting of which we are aware, which could adversely affect the DCA's ability to initiate, authorize, record, process, or report financial data. We have applied the definitions of a "significant deficiency" and a "material weakness" in accordance with the definitions in AU-C Section 265.07, *Communicating Internal Control Related Matters Identified in an Audit*.
9. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
10. We have no knowledge of any fraud or suspected fraud affecting the DCA involving:
  - a. Management
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
11. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the DCA's financial statements communicated by employees, former employees, analysts, regulators, or others.
12. We have no knowledge of any officer or member of the DCA, or any other person acting under the direction thereof, having taken any action to fraudulently influence, coerce, manipulate, or mislead you during your audit.



13. We have disclosed to you the identity of our related parties and all the related party relationships and transactions of which we are aware.
14. The following have been properly recorded or disclosed in the financial statements:
  - a. Related party relationships and transactions of which we are aware, in accordance with U.S. generally accepted accounting principles, including sales, purchases, loans, transfers, leasing arrangements, guarantees, ongoing contractual commitments, and amounts receivable from or payable to related parties.
  - b. Guarantees, whether written or oral, under which the DCA is contingently liable.
  - c. The existence of and transactions with joint ventures and other related organizations.
15. The DCA has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
16. In accordance with Government Auditing Standards, we have identified to you all previous audits, attestation engagements, and other studies that relate to the objectives of this audit, including whether related recommendations have been implemented.
17. The DCA is not subject to the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 (2 CFR 200), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance) as it did not expend more than \$750,000 in federal awards during the year ended June 30, 2019.
18. Except as disclosed to you in writing, there have been no circumstances that have resulted in communications from the DCA's external legal counsel to the DCA reporting evidence of a material violation of securities law or breach of fiduciary duty, or similar violation by the DCA or any agent thereof.
19. We acknowledge our responsibility for the presentation of the supplementary information, which includes the information in the *Summary of DWR Charges on Behalf of the Authority*, in accordance with the applicable criteria and:
  - a. Believe the supplementary information, including its form and content, is fairly presented in accordance with the applicable criteria; and
  - b. The significant assumptions or interpretations underlying the measurement or presentation of the supplementary information are reasonable and appropriate in the circumstances.

Very truly yours,



Kathryn Mallon, DCA Executive Director



Tony Stradley, DCA Controller



Katano Kasaine, MWD Chief Financial Officer/DCA Treasurer (effective 8/26/19)



June Skillman, MWD Interim Chief Financial Officer/ DCA Treasurer (through 8/25/2019)

## Board Memo

**Contacts:** Kathryn Mallon, Executive Director

**Date:** November 21, 2019 Board Meeting

**Item No.** 7e

**Subject:**

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Consider Passing Resolution to Appoint a DCA Delta Stakeholder Engagement Committee Member.

### Executive Summary:

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The DCA Board adopted Resolutions at its September and October meetings to establish and appoint the DCA Delta Stakeholder Engagement Committee (Committee). In doing so, the Board left one public seat on the Committee vacant to allow staff to attempt to find a member from Solano County at large. The DCA has received applications from three prospective members, and the ad hoc committee and staff recommends the appointment of Tom Hardesty to the Committee.

### Detailed Report:

---

The Board of Directors established the Committee at its September meeting, and appointed an ad hoc committee to assist in the screening of applications. The DCA then solicited applications for prospective members. At its October meeting, the Board made initial appointments to the Committee. For public members, the Board appointed sixteen initial members. This left one vacancy on the Committee. As the initial appointments did not include a member from Solano County, the Board directed staff to continue soliciting applications with the aim of receiving an application from this stakeholder group.

The DCA has received three applications from prospective Solano County at large members. All applicants are very qualified, and staff appreciates their willingness to serve. The ad hoc committee and staff recommend that the Board appoint Tom Hardesty to the Committee.

### Recommended Action:

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Staff recommends the DCA Board adopt a Resolution to Appoint a DCA Delta Stakeholder Engagement Committee Member.

### Attachments:

Attachment 1 – Draft Resolution 19-xx

Attachment 2 – Redacted Stakeholder Engagement Committee Applications

**BOARD OF DIRECTORS OF THE DELTA CONVEYANCE  
DESIGN AND CONSTRUCTION AUTHORITY  
RESOLUTION NO. 19- XX**

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

**APPOINTMENT OF DELTA STAKEHOLDER ENGAGEMENT COMMITTEE MEMBER**

WHEREAS, the Delta Conveyance Design and Construction Authority (DCA) created the Delta Stakeholder Engagement Committee (Committee) to act as an advisory committee to the DCA Board of Directors as set forth in Resolution No. 19-12; and

WHEREAS, the DCA conducted a public application process for the initial public members of the Committee; and

WHEREAS, the DCA Board of Directors wishes to appoint a public member to the Committee as set forth in this Resolution.

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

1.     RECITALS

The above recitals are incorporated into this Resolution by reference.

2.     PUBLIC MEMBERS

Pursuant to Sections 4.C and 6.A of Resolution No. 19-12 as amended by Section 2 of this Resolution, Tom Hardesty is appointed as a public member of the Committee.

\*   \*   \*   \*   \*

This Resolution was passed and adopted this 21<sup>st</sup> day of November 2019, by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

---

Tony Estremera, Board President

Attest:

---

Sarah Palmer, Secretary

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

Please complete this application in its entirety and submit to the Delta Conveyance Design and Construction Authority (DCA) at StakeholderApp@dcdca.org or 1121 L Street, Suite 1045 Sacramento, CA 95814. This application form is available on-line at dcdca.org. For assistance, please contact Claudia Rodriguez at claudiarodriguez@dcdca.org or (916) 347-0486. Please note that applications are public records. This pdf is a fillable form.

## A. CONTACT INFORMATION

Name (First, Middle, Last): Dale Simon Crossley			
Home Phone: [REDACTED]	Work Phone: [REDACTED]	Cell Phone: [REDACTED]	Fax: [REDACTED]
Mailing Address: (Street Address, City, State, ZIP) [REDACTED]			
E-mail: [REDACTED]			
If Applicable, Present Employer (Name and Address): None		Job Title: None	
Do you have a current contractual relationship with the DCA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, please describe:			

## B. STAKEHOLDER REPRESENTATIVE INFORMATION

The Committee is intended to include members from a diverse group of Delta stakeholders. To ensure as many of the different stakeholder groups are represented, please indicate which stakeholder groups you would represent. You may select up to three for the application process.

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Agriculture                            | <input type="checkbox"/> Local Business                  | <input type="checkbox"/> Tribal Government Representative |
| <input type="checkbox"/> Recreation  | <input type="checkbox"/> Delta History / Heritage        |   |
| <input checked="" type="checkbox"/> Sport Fishing                          | <input checked="" type="checkbox"/> Delta Water District |   |
| <input type="checkbox"/> Environmental NGO (Aquatic)                       | <input type="checkbox"/> Environmental NGO (Terrestrial) |   |
| <input type="checkbox"/> Environmental Justice                             | <input type="checkbox"/> Barging Operations              |   |
| <input type="checkbox"/> At Large (1 from each Delta County) County: _____ |  |   |

If additional space is needed please feel free to attach additional sheets to this document.

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

If you selected more than one stakeholder group, please rank your selections by preference:

1. Delta Water District    2. Agricultural    3. Sport fishing

Please explain your qualifications to represent the listed stakeholder group(s) on the previous page:

For the last 8 years I have deeply been invested in the Delta through Reclamation District 2068 as a Board of Trustees, as well as a Board of Trustees on the Solano County Water Agency, and the Dixon Conservation Resource District.

Each selected committee member will be expected to disseminate information shared in the Committee meeting and solicit feedback from other Delta groups or stakeholders within your identified representative group. Please indicate how you propose communicating necessary information to your stakeholder group(s):

Communicating all necessary information shall be communicated through the Boards and committees I am involved in.

## C. OTHER RELEVANT EXPERIENCE

List current and previous other relevant volunteer or employment experience:

DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
20/14	Transport Safety Corp	CEO, consultant in the transportation industry.
2010	Rec. District 2068	Board of Trustee
2010	Solano Water Agency	Board of Trustee

*List continued on next page.*

If additional space is needed please feel free to attach additional sheets to this document.

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
2010	Dixon RCD	JPA Board of Trustssee
2007	Solano Cattleman's	Board of Trustee

## D. INTEREST AND AVAILABILITY

Please describe your interest in serving on this Committee:

My interest primarily is in learning and assisting in coming up with a generalized assessment and consensus through the group to DCA.

How would the Delta benefit by your participation on the Committee?

My ability to look at the whole picture once understood, and be able to get fully integrated into the committee, providing valuable insight.

The Committee will likely have a set meeting schedule, with meetings occurring twice (2) a month. Meetings will generally occur at a location in the Delta. Food and beverages may be served. Please indicate which day of the week and time of day would work best for meetings and which day of the week and time of day you would be unavailable. Please also indicate whether you prefer day or night meetings and if either poses a constraint.

Day	Morning (8am-12pm)	Mid-day (12pm-3pm)	Afternoon (3pm-6pm)	Evening (6pm-10pm)
Monday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tuesday	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wednesday	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Thursday	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Friday	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If there is a day of the week and time of day you would be unavailable, please indicate below:

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

Committee members will be expected to serve for at least six (6) months. Can you commit to this time period?

☒ YES

☐ NO

If you have a disability, what accommodations would you need to serve on this committee?

## E. EMERGENCY CONTACT INFORMATION

In case of emergency, contact:

1. Name: \_\_\_\_\_

Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_

Phone: \_\_\_\_\_

I, HEREBY, ATTEST THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND MAY BE VERIFIED BY THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS MAY BE CAUSE FOR MY IMMEDIATE REJECTION AS AN APPLICANT OR TERMINATION FROM APPOINTMENT TO THE COMMITTEE.

\_\_\_\_\_  
Applicant Signature

11/5/2019

\_\_\_\_\_  
Date Signed



# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

Please complete this application in its entirety and submit to the Delta Conveyance Design and Construction Authority (DCA) at StakeholderApp@dcdca.org or 1121 L Street, Suite 1045 Sacramento, CA 95814. This application form is available on-line at dcdca.org. For assistance, please contact Claudia Rodriguez at claudiarodriguez@dcdca.org or (916) 347-0486. Please note that applications are public records. This pdf is a fillable form.

## A. CONTACT INFORMATION

Name (First, Middle, Last): Thomas Michael Hardesty			
Home Phone: [REDACTED]	Work Phone: [REDACTED]	Cell Phone: [REDACTED]	Fax:
Mailing Address: (Street Address, City, State, ZIP) [REDACTED]			
E-mail: [REDACTED]			
If Applicable, Present Employer (Name and Address): Retired		Job Title:	
Do you have a current contractual relationship with the DCA? If YES, please describe:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## B. STAKEHOLDER REPRESENTATIVE INFORMATION

The Committee is intended to include members from a diverse group of Delta stakeholders. To ensure as many of the different stakeholder groups are represented, please indicate which stakeholder groups you would represent. You may select up to three for the application process.

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Agriculture   | <input type="checkbox"/> Local Business                  | <input type="checkbox"/> Tribal Government Representative |
| <input type="checkbox"/> Recreation   | <input type="checkbox"/> Delta History / Heritage        |   |
| <input type="checkbox"/> Sport Fishing  | <input checked="" type="checkbox"/> Delta Water District |   |
| <input type="checkbox"/> Environmental NGO (Aquatic)  | <input type="checkbox"/> Environmental NGO (Terrestrial) |   |
| <input type="checkbox"/> Environmental Justice  | <input type="checkbox"/> Barging Operations              |   |
| <input checked="" type="checkbox"/> At Large (1 from each Delta County) County: <u>Solano</u> |  |   |

If additional space is needed please feel free to attach additional sheets to this document.



# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

If you selected more than one stakeholder group, please rank your selections by preference:

1. At Large      2. Delta Water Dist      3. Agriculture

Please explain your qualifications to represent the listed stakeholder group(s) on the previous page:

44 years of working in the Solano region of the delta, in direct contact with agricultural operations, landowners, governmental service providers, local, regional and state governments in the areas of agricultural sustainability, water supply and flood protection as it relates to those constituencies. In that time, I have developed a knowledge of the various local, state and federal projects affecting the Delta and its residents. In addition, I have served as an assessment commissioner for at least 10 Delta Reclamation Districts giving me broad exposure to the local community and agricultural issues.

Each selected committee member will be expected to disseminate information shared in the Committee meeting and solicit feedback from other Delta groups or stakeholders within your identified representative group. Please indicate how you propose communicating necessary information to your stakeholder group(s):

I continue to maintain active contact with those organizations and individuals I worked with during my career. Those include multiple water suppliers and flood control agencies in the local and northern Calif region, Solano and Yolo farm interests, local and regional governments, Dixon and Solano Resource Conservation Districts. I have made myself available for presentations to community service organizations such as Rotary, Soroptomist, Lions.

## C. OTHER RELEVANT EXPERIENCE

List current and previous other relevant volunteer or employment experience:

DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
2/15/1974	Reclamation District No. 2068	General Manager 2/1974 to 8/2017
1/1/1985	Association of California Water Agencies	Director 1985 to 2016 various terms
1/1/1983	California Central Valley Flood Control Association	Director 6/1/1983 to present President 1/6/1992 to present

List continued on next page.

If additional space is needed please feel free to attach additional sheets to this document.



# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
1/1/2002	CA Governor's Flood Plain Management Task Force	Member
1/1/2000	Special District Leadership Foundation	Subject Matter Expert

## D. INTEREST AND AVAILABILITY

Please describe your interest in serving on this Committee:

This compliments a career long effort to provide support and leadership in protecting and advancing resource needs in Solano and Yolo Counties. It provides for a window of opportunity to develop a mutually sustainable partnership that has been lacking for too many years in the Delta.

How would the Delta benefit by your participation on the Committee?

I am an advocate for the Delta as a region and as a community. I have, for many years, worked to develop broader perspectives to solving water issues in the Delta, both locally and statewide. I have worked for many years with multiple interests to develop mutually agreeable outcomes and advanced those efforts locally. I believe that Delta interests are best served by efforts that protect Delta interests and at the same time provides for regional and statewide partnerships that can also meet regional and statewide interests. I have involved myself in past efforts to do this. No one benefits from the current situation.

The Committee will likely have a set meeting schedule, with meetings occurring twice (2) a month. Meetings will generally occur at a location in the Delta. Food and beverages may be served. Please indicate which day of the week and time of day would work best for meetings and which day of the week and time of day you would be unavailable. Please also indicate whether you prefer day or night meetings and if either poses a constraint.

Day	Morning (8am-12pm)	Mid-day (12pm-3pm)	Afternoon (3pm-6pm)	Evening (6pm-10pm)
Monday	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Thursday	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Friday	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If there is a day of the week and time of day you would be unavailable, please indicate below:

Evening Mtgs are generally OK First & Third Mondays in afternoon are unavailable / second Thursdays afternoon are unavailable / forth Wednesdays are unavailable / Third Wednesday of Jan, Mar, Sept & Dec unavailable / The following Fridays are unavailable in 2020 Jan 24 - Feb 23 - Mar 13 - Apr 3 & 24 - May 15 - June 5 & 26 - Aug 14 - Oct 30

If additional space is needed please feel free to attach additional sheets to this document.

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

Committee members will be expected to serve for at least six (6) months. Can you commit to this time period?

☒ YES

☐ NO

If you have a disability, what accommodations would you need to serve on this committee?

[Redacted area for disability accommodations]

## E. EMERGENCY CONTACT INFORMATION

In case of emergency, contact:

1. Name:

[Redacted]

Phone:

[Redacted]

2. Name:

[Redacted]

Phone:

[Redacted]

I, HEREBY, ATTEST THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND MAY BE VERIFIED BY THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS MAY BE CAUSE FOR MY IMMEDIATE REJECTION AS AN APPLICANT OR TERMINATION FROM APPOINTMENT TO THE COMMITTEE.

  
Applicant Signature

  
Date Signed

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

Please complete this application in its entirety and submit to the Delta Conveyance Design and Construction Authority (DCA) at StakeholderApp@dcdca.org or 1121 L Street, Suite 1045 Sacramento, CA 95814. This application form is available on-line at dcdca.org. For assistance, please contact Claudia Rodriguez at claudiarodriguez@dcdca.org or (916) 347-0486. Please note that applications are public records. This pdf is a fillable form.

## A. CONTACT INFORMATION

Name (First, Middle, Last): <b>Galen Scott Kusic</b>			
Home Phone: [REDACTED]	Work Phone: [REDACTED]	Cell Phone: [REDACTED]	Fax:
Mailing Address: (Street Address, City, State, ZIP) [REDACTED]			
E-mail: [REDACTED]			
If Applicable, Present Employer (Name and Address): <b>Benicia Herald</b>		Job Title: <b>Editor</b>	
Do you have a current contractual relationship with the DCA? If YES, please describe:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## B. STAKEHOLDER REPRESENTATIVE INFORMATION

The Committee is intended to include members from a diverse group of Delta stakeholders. To ensure as many of the different stakeholder groups are represented, please indicate which stakeholder groups you would represent. You may select up to three for the application process.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Agriculture  | <input checked="" type="checkbox"/> Local Business       | <input type="checkbox"/> Tribal Government Representative |
| <input type="checkbox"/> Recreation   | <input type="checkbox"/> Delta History / Heritage        |   |
| <input type="checkbox"/> Sport Fishing  | <input type="checkbox"/> Delta Water District            |   |
| <input type="checkbox"/> Environmental NGO (Aquatic)  | <input type="checkbox"/> Environmental NGO (Terrestrial) |   |
| <input type="checkbox"/> Environmental Justice  | <input type="checkbox"/> Barging Operations              |   |
| <input checked="" type="checkbox"/> At Large (1 from each Delta County) County: <b>Solano</b> |  |   |

If additional space is needed please feel free to attach additional sheets to this document.



# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

If you selected more than one stakeholder group, please rank your selections by preference:

1. Solano (at large)    2. Local business    3. \_\_\_\_\_

Please explain your qualifications to represent the listed stakeholder group(s) on the previous page:

Having covered the Sacramento-San Joaquin Delta for 10 years as a journalist, I have developed many working relationships with legislators, business leaders, environmental groups, agricultural entities, historical societies, non-profits, charitable organizations and service groups. Having had the unique experience of covering the far reaches of the estuary, I have been privileged to see and learn many things about the California Delta that the average resident may not get to enjoy.

With these experiences and a wide range of knowledge on California water policy, the environment and socioeconomic factors impacting the region, that I can bring a relevant and important perspective to the committee to serve as Solano County's at-large representative.

Each selected committee member will be expected to disseminate information shared in the Committee meeting and solicit feedback from other Delta groups or stakeholders within your identified representative group. Please indicate how you propose communicating necessary information to your stakeholder group(s):

I plan to disseminate valuable information from meetings through social media, personal relationships and close contact with residents. I will work with residents to hear their concerns and be available for residents to voice their opinions for me to bring back and share with the committee.

## C. OTHER RELEVANT EXPERIENCE

List current and previous other relevant volunteer or employment experience:

DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
5/10-10/19	River News-Herald & Isleton Journal	Editor, Sports reporter, graphic designer
11/18-4/19	Delta Leadership Program	Worked closely with classmates to help create a Delta Water Trail
6/10-current	Delta Chambers & Visitor's Bureau	Volunteered time and resources, promotion to the organization

*List continued on next page.*

If additional space is needed please feel free to attach additional sheets to this document.

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:

## D. INTEREST AND AVAILABILITY

Please describe your interest in serving on this Committee:

My interest in serving on the committee stems from a deep love for the Sacramento-San Joaquin Delta. In my time as a journalist and resident of the area, I have attended dozens of water policy meetings, including the Delta Stewardship Council, Delta Protection Commission, Delta Independent Science Board, Delta Plan Interagency Implementation Committee, Delta Conservancy, BDCP and State Water Resources Control Board to name a few. Through this process, it has been clear that more Delta stakeholder participation is needed to ensure that the most sound water policy is designed for the Delta and ultimately, California.

How would the Delta benefit by your participation on the Committee?

With a unique perspective, voice and connections to many longtime Delta residents in both Solano County and the four other Delta counties – I can bring valuable insight, concerns, ideas and potential solutions to help solve California’s water crisis. As a Delta resident and advocate, I will work to the best of my ability to bring constructive and positive feedback to the committee.

The Committee will likely have a set meeting schedule, with meetings occurring twice (2) a month. Meetings will generally occur at a location in the Delta. Food and beverages may be served. Please indicate which day of the week and time of day would work best for meetings and which day of the week and time of day you would be unavailable. Please also indicate whether you prefer day or night meetings and if either poses a constraint.

Day	Morning (8am-12pm)	Mid-day (12pm-3pm)	Afternoon (3pm-6pm)	Evening (6pm-10pm)
Monday	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Thursday	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Friday	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If there is a day of the week and time of day you would be unavailable, please indicate below:

Tue afternoons (until 6 p.m.) Thursday afternoons and evenings and Friday late afternoon and evening I am not generally available. However, with enough notice, I can rearrange these times to be present. These are just my preferences as to what fits with my work schedule.

# DELTA STAKEHOLDER ENGAGEMENT COMMITTEE APPLICATION

Committee members will be expected to serve for at least six (6) months. Can you commit to this time period?

☒ YES

☐ NO

If you have a disability, what accommodations would you need to serve on this committee?

## E. EMERGENCY CONTACT INFORMATION

In case of emergency, contact:

1.

Name:

[REDACTED]

Phone:

[REDACTED]

2.

Name:

[REDACTED]

Phone:

[REDACTED]

I, HEREBY, ATTEST THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND MAY BE VERIFIED BY THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS MAY BE CAUSE FOR MY IMMEDIATE REJECTION AS AN APPLICANT OR TERMINATION FROM APPOINTMENT TO THE COMMITTEE.

\_\_\_\_\_  
Applicant Signature

11/1/19

\_\_\_\_\_  
Date Signed

## General Counsel's Report

**Contact:** Josh Nelson, Interim General Counsel

**Agenda Date:** November 21, 2019

**Item No. 8a**

**Subject:** Status Update

### Summary:

The General Counsel continues to assist the DCA on legal matters as requested. For this month, this included (1) assisting with the first Delta Stakeholder Engagement Committee meeting, (2) helping to finalize various procurements and (3) continuing to develop a revised travel policy.

### Detailed Report:

The General Counsel helped with the development and coordination of the first Delta Stakeholder Engagement Committee. This included providing Brown Act and Public Records Act training to the Committee. To assist with potential future public records requests, the Committee members will be using a DCA assigned and managed email address.

The General Counsel continues to assist staff with procurement issues. This included assisting with finalizing contracts for VMA to manage the stakeholder engagement process. It also included assistance with information technology procurements, including those items on this month's agenda as information-only.

Lastly, the General Counsel met with DCA staff regarding potential revisions to the travel policy discussed in last month's update. This work remains on-going.

### Recommended Action:

Information only.



## Treasurer's Report

**Contact:** Katano Kasaine, Treasurer

**Date:** November 21, 2019

**Item No. 8b**

**Subject:** Treasurer's Monthly Report, October 2019

### Summary:

The beginning cash balance for the Delta Conveyance Design and Construction Joint Powers Authority (Authority) at October 1, 2019 was \$784,233. During October 2019, receipts totaled \$1,840,659 representing contributions from the Department of Water Resources, Delta Conveyance Office (DCO) for payment of the Authority's obligations. Total disbursements for the month were \$1,600,403. The ending cash balance at October 30, 2019 was \$1,024,489.

Subsequent to October 31, a deposit for office furniture in the amount \$280,002.88 was remitted to Miles Treaster & Associates on November 8, 2019. Various invoices in the amount of \$245,157.12 were also paid out on November 8, 2019 leaving a cash balance of approximately \$499,329.

As of October 30, 2019, the Authority receivables totaled \$1,831,382 consisting of seven invoices to the DCO. Prepaid expenses and construction in progress for the same period were \$74,513 and \$13,042,940, respectively. As of October 30, 2019, total accounts payable were \$3,676,232 and total net position was \$12,297,092.

Attachment 1 consists of financial statements for the month ended October 2019, a schedule of Invoices Paid through October 2019, Aging Schedules for Accounts Payable and Accounts Receivable as of October 30, 2019, and a Project to Date Schedule of Construction in Progress.

Attachment 2 consists of Budget versus Actuals by Appropriation through October 2019.

### Detailed Report:

See attached statements.

### Recommended Action:

Information only.

### Attachments:

Attachment 1 – October 2019 Authority Financial Statements

Attachment 2 – October Budget versus Actuals by Appropriation

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Statement of Net Position  
As of October 31, 2019

## Assets:

Cash	\$	1,024,489
Accounts receivable		1,831,382
Prepays		74,513
Construction in progress <sup>(1)</sup>		<u>13,042,940</u>
Total assets	\$	<u><u>15,973,324</u></u>

## Liabilities:

Accounts payable	\$	<u>3,676,232</u>
Total liabilities		3,676,232

## Net position:

Net investment in capital assets		13,042,940
Unrestricted		<u>(745,848)</u>
Total net position		<u>12,297,092</u>
Total liabilities and net position	\$	<u><u>15,973,324</u></u>

<sup>(1)</sup> Certain expenses from July 2018 to September 2019 were reclassified to construction in progress.

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

## Statement of Cash Receipts and Disbursements

	Month Ended Oct '19	Year to Date Jul '19-Oct '19
Receipts:		
Contributions	<u>\$ 1,840,659</u>	<u>\$ 7,670,139</u>
Disbursements:		
Environmental planning and design		
Program management	145,642	732,331
Project controls	1,238	548,712
Engineering	1,351,697	3,820,759
Property access and acquisition	—	40,958
Stakeholder engagement	3,500	81,171
Office administration	98,326	2,217,306
Total disbursements	<u>1,600,403</u>	<u>7,441,237</u>
Net change in cash	240,256	228,902
Cash at July 1, 2019	—	795,587
Cash at October 1, 2019	<u>784,233</u>	<u>—</u>
Cash at October 31, 2019	<u><u>\$ 1,024,489</u></u>	<u><u>\$ 1,024,489</u></u>

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

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

	Month Ended Oct '19	Year to Date Jul '19-Oct '19
Expenses: <sup>(1)</sup>		
Environmental planning and design		
Program management	\$ 650,390	\$ 1,226,415
Stakeholder engagement	71,881	121,458
Office administration	221,768	1,966,592
Total expenses	944,039	3,314,465
Change in net position before contributions	(944,039)	(3,314,465)
Capital contributions:		
DWR - Invoiced through the DCO <sup>(2)</sup>	1,934,743	7,417,279
Total capital contributions	1,934,743	7,417,279
Changes in net position	990,704	4,102,814
Net position at June 30, 2019	—	8,194,278
Net position at September 30, 2019	11,306,388	—
Net position at October 31, 2019	\$ 12,297,092	\$ 12,297,092

\* Totals may not foot due to rounding.

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

<sup>(1)</sup> Certain expenses were reclassified to construction in progress.

<sup>(2)</sup> DWR - Department of Water Resources/DCO - Delta Conveyance Office.



## DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

Schedule of Invoices Paid  
for the Month Ended October 31, 2019

Vendor	Invoice #	Invoice Date	Payment Date	Period of Expense	Invoice Amount	Amount Paid
1 City of Sacramento	FPP-1917895-Fees	09/19/19	10/03/19	09/19/19	\$ 5,494	\$ 5,494
2 Jacobs	W8X970001-05EXP	07/22/19	10/15/19	06/01/19-06/28/19	2,654	900
3 Jacobs	W8X970001-05	07/22/19	10/15/19	03/04/19-06/28/19	1,012,877	1,012,877
4 Jacobs	W8X970001-05A	08/09/19	10/15/19	05/01/19-06/30/19	323,555	323,405
5 Jacobs	W8X970001-05AEXP	08/09/19	10/15/19	06/01/19-06/28/19	14,797	14,514
6 Jacobs	W8X97001-03EXP-A	05/14/19	10/15/19	03/30/19-04/26/19	2	2
7 GV/HI Park Tower Owner LLC	100719	10/07/19	10/22/19	10/31/19	375	375
8 Spark Street Digital	1964	08/12/19	10/23/19	07/18/19	3,510	3,510
9 Best, Best, & Krieger	855109	07/31/19	10/23/19	06/01/19-06/30/19	49,028	49,028
10 State Water Contractors	816	01/22/19	10/23/19	05/22/18-01/17/19	11,416	8,466
11 The Sextant Group	20191104	06/30/19	10/23/19	06/01/19-06/30/19	15,220	15,220
12 The Sextant Group	20191320	07/31/19	10/23/19	07/01/19-07/31/19	13,073	13,073
13 Ron Rakich Consulting	1196	03/06/19	10/23/19	02/05/19-02/15/19	1,238	1,238
14 Best, Best, & Krieger	856843	08/20/19	10/23/19	07/01/19-07/31/19	49,247	49,247
15 Bentley	90056070	08/12/19	10/23/19	07/01/19-07/17/19	6,125	6,125
16 RMW	9949455	06/30/19	10/23/19	06/01/19-06/30/19	9,804	9,804
17 RMW	9949803	07/30/19	10/23/19	07/01/19-07/31/19	17,251	17,251
18 Bank of America	N/A**	09/13/19	10/23/19	09/1/19-09/30/19	5,736	5,736
19 Management Partners	INV07630	08/14/19	10/28/19	07/14/2019-08/13/19	47,546	47,366
20 City of Sacramento	FPP-1917605-Fees-OCT	10/16/19	10/29/19	10/16/19	13,272	13,272
21 Jacqueline Blakeley	399	08/07/19	10/31/19	08/07/19	3,500	3,500
					<u>\$ 1,605,720</u>	<u>\$ 1,600,403</u>

\* Totals may not foot due to rounding.

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

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

Accounts Payable Aging Schedule  
As of October 31, 2019

<u>Payable To:</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>Total</u>
Metropolitan Water District of Southern California					
Invoice #501585-1	\$ —	\$ 11,402	\$ —	\$ —	\$ 11,402
Invoice #501585-T-1	—	1,151	—	—	1,151
Invoice #501609	—	87,028	—	—	87,028
Invoice #501609-1	—	3,241	—	—	3,241
Invoice #501609-T	—	11,691	—	—	11,691
Invoice #501609-T-1	—	655	—	—	655
Invoice #501579	960	—	—	—	960
Invoice #501578	2,306	—	—	—	2,306
Invoice #501582	2,150	—	—	—	2,150
Invoice #501580	1,258	—	—	—	1,258
Best, Best, & Krieger					
Invoice #859252	—	52,594	—	—	52,594
Management Partners					
Invoice #INV07734	—	47,250	—	—	47,250
Invoice #INV07845	47,642	—	—	—	47,642
Jacobs					
Invoice #W8X970001-04EXP	—	—	7,457	—	7,457
Invoice #W8X970002-01	962,035	—	—	—	962,035
e-Builder					
Invoice #7781	—	1,237	—	—	1,237 <sup>(1)</sup>
Parsons					
Invoice #1907B570	—	—	15,653	—	15,653
Invoice #1908B185	541,463	—	—	—	541,463
Invoice #1909B225	723,238	—	—	—	723,238
Invoice #1908C708	30,931	—	—	—	30,931
Bentley					
Invoice #90056201	—	2,475	—	—	2,475
Invoice #90056429	14,437	—	—	—	14,437
AR/WS					
Invoice #17525	—	1,158	—	—	1,158
Invoice #17298	3,392	—	—	—	3,392
Invoice #17440	7,082	—	—	—	7,082
Keogh Multimedia					
Invoice #INV083019-DCA	—	313	—	—	313
Commuter Industries					
Invoice #190091	—	1,151	—	—	1,151
PlanNet					
Invoice #165106	—	13,083	—	—	13,083
Invoice #1180001-JUL19	12,189	—	—	—	12,189
Sacramento Public Library Authority					
Invoice #3398	—	500	—	—	500
A.N.G Audio Visual Services					
Invoice #16125	1,058	—	—	—	1,058
Bender Rosenthal Inc.					
Invoice #18250.01-1	3,308	—	—	—	3,308
Invoice #18250.01-2	5,236	—	—	—	5,236
Invoice #18250.01-3	5,400	—	—	—	5,400
Fugro USA Land, Inc.					
Invoice #04.72190201-5	2,987	—	—	—	2,987
Invoice #04.72190201-6	5,934	—	—	—	5,934
Invoice #04.72190201-7	35,410	—	—	—	35,410
Invoice #04.72190201-9	63,025	—	—	—	63,025
Invoice #04.72190201-10	96	—	—	—	96
Invoice #04.72190202-1	128,026	—	—	—	128,026
Invoice #04.72190202-2	427	—	—	—	427
Invoice #04.72190203-1	127,219	—	—	—	127,219
Invoice #04.72190203-2	20	—	—	—	20
Invoice #04.72190203-3	396,592	—	—	—	396,592
Hamner Jewell Associates					
Invoice #10330	4,982	—	—	—	4,982
Invoice #10405	7,824	—	—	—	7,824
Miles Treaster & Associates					
Invoice #107483INV	280,003	—	—	—	280,003
Psomas					
Invoice #156439	1,563	—	—	—	1,563
	<u>\$ 3,418,193</u>	<u>\$ 234,929</u>	<u>\$ 23,110</u>	<u>\$ —</u>	<u>\$ 3,676,232</u>

\*Totals may not foot due to rounding.

<sup>(1)</sup> Invoice #7781 totals \$112,833 for professional services for the period October 2019 through October 2020.  
This portion relates to the services provided in October 2019.

**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**Accounts Receivable Aging Schedule <sup>(1)</sup>  
As of October 31, 2019

<b><u>Receivable From:</u></b>	<b><u>1 - 30</u></b>	<b><u>31 - 60</u></b>	<b><u>61 - 90</u></b>	<b><u>≥ 90</u></b>	<b><u>Total</u></b>
Department of Water Resources					
Invoice #DCA-1920-026	\$ 15,256 <sup>(2)</sup>	\$ —	\$ —	\$ —	\$ 15,256
Invoice #DCA-1920-029	12,553	—	—	—	12,553
Invoice #DCA-1920-032	98,720	—	—	—	98,720
Invoice #DCA-1920-034	362,601	—	—	—	362,601
Invoice #DCA-1920-035	6,674	—	—	—	6,674
Invoice #DCA-1920-036	39,946	—	—	—	39,946
Invoice #DCA-1920-037	1,295,632	—	—	—	1,295,632
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	\$ 1,831,382	\$ —	\$ —	\$ —	\$ 1,831,382
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

\*Totals may not foot due to rounding.

<sup>(1)</sup> Approval date by the DCO determines aging classification.<sup>(2)</sup> DCO disallowed the funding for \$397 of travel related expenses in October 2019.





**DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY**  
Construction in Progress

	<u>Month Ended</u> <u>Oct '19</u>	<u>Year to Date</u> <u>Jul '19-Oct '19</u>	<u>Project to Date</u> <u>Jun'18-Oct '19</u>
Construction in progress:			
Environmental planning and design			
Program management	\$ 123,884	\$ 233,603	\$ 233,603
Project controls	870,799	1,272,709	1,272,709
Engineering	490,231	2,633,884	2,633,884
Fieldwork	805,593	805,593	805,593
Property access and acquisition	75,942	82,506	82,506
Stakeholder engagement	13,692	23,135	23,135
Office administration	42,241	374,588	374,588
Executive director	—	—	143,717
External affairs	—	—	112,208
Treasury and accounting	—	—	12,186
Information technology	—	—	113,242
Legal	—	—	38,955
Staffing and administration	—	—	44,230
Program controls	—	—	873,699
Property acquisition	—	—	708,609
Environmental	—	—	1,766,316
Engineering management programmatic	—	—	3,803,760
	<u>2,422,382</u>	<u>5,426,018</u>	<u>13,042,940</u>
Total construction in progress	\$ 2,422,382	\$ 5,426,018	\$ 13,042,940

# DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

## Statement of Cash Receipts and Disbursements

	Month Ended Oct '19	Year to Date Jul '19-Oct '19
Receipts:		
Contributions	\$ 1,840,659	\$ 7,670,139
Disbursements:		
Environmental planning and design		
Program management	145,642	732,331
Project controls	1,238	548,712
Engineering	1,351,697	3,820,759
Property access and acquisition	—	40,958
Stakeholder engagement	3,500	81,171
Office administration	98,326	2,217,306
Total disbursements	1,600,403	7,441,237
Net change in cash	240,256	228,902
Cash at July 1, 2019	—	795,587
Cash at October 1, 2019	784,233	—
Cash at October 31, 2019	\$ 1,024,489	\$ 1,024,489

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

	Month Ended Oct '19	Year to Date Jul '19-Oct '19
Expenses: <sup>(1)</sup>		
Environmental planning and design		
Program management	\$ 650,390	\$ 1,226,415
Stakeholder engagement	71,881	121,458
Office administration	221,768	1,966,592
Total expenses	944,039	3,314,465
Change in net position before contributions	(944,039)	(3,314,465)
Capital contributions:		
DWR - Invoiced through the DCO <sup>(2)</sup>	1,934,743	7,417,279
Total capital contributions	1,934,743	7,417,279
Changes in net position	990,704	4,102,814
Net position at June 30, 2019	—	8,194,278
Net position at September 30, 2019	11,306,388	—
Net position at October 31, 2019	\$ 12,297,092	\$ 12,297,092

\* Totals may not foot due to rounding.

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

<sup>(1)</sup> Certain expenses were reclassified to construction in progress.

<sup>(2)</sup> DWR - Department of Water Resources/DCO - Delta Conveyance Office.

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

	Statement of Cash Receipts and Disbursements		Statement of Revenues, Expenses and Changes in Net Position	
	Month Ended Oct '19	Year to Date Jul '19-Oct '19	Month Ended Oct '19	Year to Date Jul '19-Oct '19
Receipts:				
Contributions	\$ 1,840,659	\$ 7,670,139		
Disbursements/Expenses: <sup>(1)</sup>				
Environmental planning and design				
Program management	145,642	732,331	\$ 650,390	\$ 1,226,415
Project controls	1,238	548,712	—	—
Engineering	1,351,697	3,820,759	—	—
Property access and acquisition	—	40,958	—	—
Stakeholder engagement	3,500	81,171	71,881	121,458
Office administration	98,326	2,217,306	221,768	1,966,592
Total disbursements/expenses	1,600,403	7,441,237	944,039	3,314,465
Net change in cash	240,256	228,902		
Cash at July 1, 2019	—	795,587		
Cash at October 1, 2019	784,233	—		
Cash at October 31, 2019	\$ 1,024,489	\$ 1,024,489		
Change in net position before contributions			(944,039)	(3,314,465)
Capital contributions:				
DWR - Invoiced through the DCO <sup>(2)</sup>			1,934,743	7,417,279
Total capital contributions			1,934,743	7,417,279
Changes in net position			990,704	4,102,814
Net position at June 30, 2019			—	8,194,278
Net position at September 30, 2019			11,306,388	—
Net position at October 31, 2019			\$ 12,297,092	\$ 12,297,092

\* Totals may not foot due to rounding.

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

<sup>(1)</sup> Certain expenses were reclassified to construction in progress.

<sup>(2)</sup> DWR - Department of Water Resources/DCO - Delta Conveyance Office.



**Delta Conveyance Design and Construction Joint Powers Authority**  
Budget vs Cost by Appropriation - PTD, YTD  
Current Period: OCT-19

<u><b>Appropriation</b></u>	<b>Period-to-Date</b>				<b>Year-to-Date</b>				<b>Fiscal Year</b>		
	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>	<b>Variance %</b>	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>	<b>Variance %</b>	<b>Budget</b>	<b>Contingency</b>	<b>Total Budget</b>
Program management	\$ 774,274	\$ 700,000	\$ (74,274)	-10.6%	\$ 1,460,018	\$ 2,900,000	\$ 1,439,982	49.7%	\$ 7,500,000	\$ 1,600,000	\$ 9,100,000
Project controls	870,799	500,000	(370,799)	-74.2%	1,272,709	2,000,000	727,291	36.4%	5,200,000	700,000	5,900,000
Engineering	490,231	2,900,000	2,409,769	83.1%	2,633,884	11,500,000	8,866,116	77.1%	35,000,000	5,800,000	40,800,000
Field work	805,593	1,670,000	864,407	51.8%	805,593	6,640,000	5,834,407	87.9%	20,000,000	4,900,000	24,900,000
Property access and acquisition	75,942	200,000	124,058	62.0%	82,506	2,700,000	2,617,494	96.9%	4,300,000	600,000	4,900,000
Stakeholder engagement	85,573	400,000	314,427	78.6%	144,593	1,300,000	1,155,407	88.9%	4,000,000	700,000	4,700,000
Office administration	264,009	900,000	635,991	70.7%	2,341,180	3,700,000	1,358,820	36.7%	6,000,000	1,500,000	7,500,000
Total	<u>\$ 3,366,421</u>	<u>\$ 7,270,000</u>	<u>\$ 3,903,579</u>	<u>53.7%</u>	<u>\$ 8,740,483</u>	<u>\$ 30,740,000</u>	<u>\$ 21,999,517</u>	<u>71.6%</u>	<u>\$ 82,000,000</u>	<u>\$ 15,800,000</u>	<u>\$ 97,800,000</u>



Delta Conveyance Design and Construction Joint Powers Authority  
Appropriation - Trend  
Current Period: OCT-19

Appropriation	Period To Date												Total
	JUL-19	AUG-19	SEP-19	OCT-19	NOV-19	DEC-19	JAN-20	FEB-20	MAR-20	APR-20	MAY-20	JUN-20	
Program management	\$ 192,453	\$ 158,963	\$ 334,329	\$ 774,274	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 1,460,018
Project controls	109,131	25,842	266,937	870,799	—	—	—	—	—	—	—	—	1,272,709
Engineering	649,330	110,410	1,383,914	490,231	—	—	—	—	—	—	—	—	2,633,884
Field work	—	—	—	805,593	—	—	—	—	—	—	—	—	805,593
Property access and acquisition	6,327	(112)	349	75,942	—	—	—	—	—	—	—	—	82,506
Stakeholder engagement	346	31,012	27,663	85,573	—	—	—	—	—	—	—	—	144,593
Office administration	1,704,208	196,355	176,608	264,009	—	—	—	—	—	—	—	—	2,341,180
Total	\$ 2,661,795	\$ 522,470	\$ 2,189,800	\$ 3,366,421	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 8,740,483

\* Totals may not foot/crossfoot due to rounding.

## Environmental Manager's Report

**Contact:** Carolyn Buckman, DWR Environmental Manager

**Date:** November 21, 2019

**Item No. 8c**

**Subject:** Environmental Manager's Report

### **Summary:**

The Department of Water Resources (DWR) is continuing work to prepare for the renewed environmental planning and permitting process consistent with Governor Newsom's direction to pursue a single-tunnel solution to modernizing and rehabilitating the water distribution system in the Delta.

### **Detailed Report:**

DWR is developing a Notice of Preparation (NOP) for release in December. The NOP signals the start of the scoping period under the California Environmental Quality Act (CEQA), which will gather input from the public and agencies on the potential environmental impacts of a conveyance project and a range of alternatives including a no-project alternative. DWR is also analyzing the potential environmental effects of soil investigations in the Delta to support the environmental review process and inform potential project locations. DWR is releasing the analysis in an Initial Study/Mitigated Negative Declaration in November. We have developed a draft schedule for the environmental planning and compliance efforts into the future and reviewed this draft schedule with the DCA's Stakeholder Engagement Committee on November 13. DWR has asked the DCA to provide engineering-related information needed for the environmental analysis by March 17 to feed into the Draft Environmental Impact Report, scheduled for release in late 2020.

### **Recommended Action:**

Information only.