



**DELTA CONVEYANCE FINANCE AUTHORITY  
BOARD OF DIRECTORS MEETING**

**SPECIAL MEETING**

Thursday, November 17, 2022  
11:30 a.m.

Join Zoom Meeting

<https://zoom.us/j/95710246435?pwd=RDlnT3BMb2xuMG1PVHYwY0NnWmZhQT09>

Meeting ID: 957 1024 6435

Passcode: 046209

Via Teleconference: +1 669 900 6833

Meeting ID: 957 1024 6435

Passcode: 046209

One Tap Mobile: +16699006833,,95710246435#,,,,\*046209#

**AGENDA**

***PUBLIC PARTICIPATION:*** Pursuant to Government Code 54593(e) and given the current health concerns, members of the public can access meetings via conference call at **United States: +1 +1 669 900 6833, Access Code 957 1024 6435.** In addition, members of the public can submit comments electronically for consideration by **9:00 a.m. on November 16, 2022** by sending them to **[lindastandlee@dcfinanceauthority.org](mailto:lindastandlee@dcfinanceauthority.org)**. To ensure distribution to the members of the DC Finance Authority Board of Directors prior to consideration of the agenda, **please submit comments prior to 9:00 a.m. on November 17, 2022.** Those comments will be distributed to the members of the DC Finance Authority Board and will be made part of the official public record of the meeting. Contact Linda Standlee at 916-812-6400 with any questions.

***ACCESSIBILITY:*** If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting **Linda Standlee** by telephone at **916-812-6400** or via email to **[lindastandlee@dcfinanceauthority.org](mailto:lindastandlee@dcfinanceauthority.org)** no later than **5:00 p.m. on November 16, 2022.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT**
- 5. OTHER MATTERS**
- 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. Approval of the minutes from the meeting of October 20, 2022.
- b. Adopt a resolution to continue remote teleconference meetings pursuant to the Brown Act Section 54953(e) for meetings of the Delta Conveyance Finance Authority.

**7. SCHEDULED ACTION ITEMS**

- a. Approve contract with Brian G. Thomas Consulting LLC for Executive Director services.

**8. REPORTS AND ANNOUNCEMENTS**

- a. Treasurer's Report
- b. General Counsel's Report
- c. Executive Director's Report

**9. FUTURE AGENDA ITEMS**

- a. Future agenda items to be considered.

**10. CLOSED SESSION**

- a. Conference with legal counsel: Government Code §54956.9: potential litigation: one case.

**11. ADJOURNMENT**

**BOARD OF DIRECTORS MEETING**

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**MINUTES**

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**SPECIAL MEETING**  
**Thursday, October 20, 2022**  
**11:30 am**

(Paragraph numbers coincide with agenda item numbers)

**1. CALL TO ORDER**

The special meeting of the Delta Conveyance Finance Authority (Finance Authority) Board of Directors was called to order by President Kremen via teleconference at 11:32 a.m. Linda Standlee reviewed the process the Board and public would follow for the meeting, noting that all voting would be via roll call vote.

**2. ROLL CALL**

Board members in attendance were Paul Sethy, Valerie Pryor, Randy Record, Thomas Todd, Gary Kremen, Cindy Saks, Lynne Chaimowitz, Mark Krause, Matthew Stone, and Robert Cheng.

Director Dwayne Chisam joined late.

Staff members in attendance were Brian Thomas, Katano Kasaine, and Steve O'Neill.

**3. PLEDGE OF ALLEGIANCE**

Director Saks led the Pledge of Allegiance.

**4. PUBLIC COMMENT**

President Kremen declared public comment open, limiting speaking time to three minutes.

No members of the public requested time to speak, therefore President Kremen closed public comment.

**5. OTHER MATTERS**

5.a. Review of AB 2449 Teleconference Requirements

Steve O'Neill, General Counsel, provided a review of AB 2449 requirements.

**6. CONSENT CALENDAR:**

6.a. Approval of the minutes from the meeting of September 15, 2022.

6.b. Adopt a resolution to continue remote teleconference meetings pursuant to the Brown Act Section 54953(e) for meetings of the Delta Conveyance Finance Authority.

Motion: Approve the Consent Calendar  
Move to Approve: Valerie Pryor  
Second: Robert Cheng  
Yeas: Paul Sethy, Valerie Pryor, Randy Record, Thomas Todd, Gary Kremen, Cindy Saks, Matthew Stone, Lynne Chaimowitz, Mark Krause, Robert Cheng, and Dwayne Chisam  
Nays: None  
Abstains: None  
Recusals: None  
Absent: None  
Summary: 11 Yeas; 0 Nays; 0 Abstains; 0 Absent. (Motion passed as MO 22-10-01)

**7. SCHEDULED ACTION ITEMS**

- a. Receive and file the audited financial statements and attached reports for fiscal year 2021/22

Ingrid Shepline from Richardson & Company LLP presented the audited financial statements to the Board. Ms. Shepline noted that financial statements are presented on a cash basis, showing actual receipts and disbursements. Given the Authority has no assets other than the cash and investments in the trust fund, the cash basis of accounting is the easiest and most transparent way to present the financial activities of the Authority. It is also consistent with the Authority’s budgeting process and presentation. If the Authority issues debt, the basis of accounting would be modified to the accrual basis. She noted that a Governance Letter and a Management Letter were issued as part of the audit. The Governance Letter includes certain required disclosures to the Board. These disclosures are required under external audit standards. The Management Letter addresses the external auditor’s review of internal controls as it pertains to their audit of the Authority’s financial statements. There were no material weaknesses or recommendations reported by the external auditor.

Director Kremen requested public comment; none was provided.

Motion: Receive and file the audited financial statements for fiscal year 2021/22  
Move to Approve: Robert Cheng  
Second: Valerie Pryor  
Yeas: Paul Sethy, Valerie Pryor, Randy Record, Thomas Todd, Gary Kremen, Cindy Saks, Matthew Stone, Lynne Chaimowitz, Mark Krause, Robert Cheng, and Dwayne Chisam  
Nays: None  
Abstains: None  
Recusals: None  
Absent: None  
Summary: 11 Yeas; 0 Nays; 0 Abstains; 0 Absent. (Motion passed as MO 22-10-02)

## 8. REPORTS AND ANNOUNCEMENTS

### a. Treasurer's Report

Katano Kasaine, DC Finance Authority Treasurer, provided the report to the Board. Ms. Kasaine noted the beginning cash balance in the DCFA Trust at July 1, 2022 was \$479,077. The ending cash balance at September 30, 2022 was \$413,789. Receipts for the three months ended September 2022 totaled \$1,235, consisting of interest receipts. Disbursements totaled \$66,523 during the three months ended September 2022.

### b. General Counsel's Report

Steve O'Neill, DC Finance Authority General Counsel, reported on recent activities, noting work focused on contracting and pre-audit issues as well as working with Bond Counsel and researching AB 2449 matters.

### c. Executive Director's Report

Executive Director Thomas reported to the Board that the primary activity continues to be administrative in nature along with working with Bond Counsel, Contractors and DWR as the Delta Conveyance Project moves forward and the DCFA and DWR prepare for future funding options.

### d. DCA Director Update on Delta Conveyance Project

Graham Bradner, Executive Director of the DCA, provided an update to the Board. He discussed the overall planning phase, FY22/23 program schedule, FY21/22 budget and cash flow, FY22/23 budget and cash flow, and upcoming activities.

## 9. FUTURE AGENDA ITEMS

- a. Director Sethy requested an update on future meetings. Executive Director Thomas noted that DCFA would hold meetings in November 2022 and January 2023, and would not meet in the month of December 2022.

## 10. CLOSED SESSION

- a. Conference with legal counsel: Government Code §54956.9: potential litigation: one case.

No closed session was held.

## 11. ADJOURNMENT

President Kremen adjourned the meeting at 12:24 p.m.

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DATE: November 17, 2022

SUBJECT: **Receive and Adopt Resolution for use of AB-361 proposed exemptions to Brown Act teleconferencing requirements**

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### **SUMMARY**

*In response to the Covid - 19 pandemic, the California Governor signed a new bill on 9/16/21 that would temporarily exempt certain requirements of the Brown Act and add additional requirements for public meetings held by teleconference. This staff report provides an analysis of the changes to the Brown Act per the proposed bill and recommends the Board's adoption of a Resolution that would put the temporary exemptions and changes into place.*

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### **BACKGROUND**

In March of 2020, the Governor of California issued Executive Order N-29-20, which waived Brown Act requirements found in Gov. Code § 54953(b)(3) for teleconference participation in public meetings. In particular, this Order waived:

- a) The requirement that state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- b) The requirement that each teleconference location be accessible to the public;
- c) The requirement that members of the public may address the body at each teleconference location;
- d) The requirement that state and local bodies post agendas at all teleconference locations; and
- e) The requirement that, during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Executive Order N-29-20 expired on September 30, 2021. However, AB 361 was signed by the Governor to extend the provisions of N-29-20, subject to certain conditions to be met by the local legislative body utilizing its exemptions. AB 361 also imposes certain new requirements, detailed below.

### **ANALYSIS**

AB 361 exempts local legislative bodies from certain Brown Act requirements currently governing teleconferencing. These exemptions may be used only in one of the following circumstances:

- a) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- b) The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
- c) The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to b) above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Currently, the Governor's state of emergency regarding COVID-19 is still in effect, and the Sacramento County Health Officer has recommended that legislative bodies in the County continue to follow social distancing measures to prevent the spread of COVID.

Further, AB 361 requires the District to reconsider the state of emergency and make such determination every 30 days after commencing use of its exemptions. However, if during the 30-day period the District wishes to meet in person, they may choose to do so despite adopting the proposed Resolution. The intent of the Resolution is merely to allow the Board to avail themselves of the AB 361 teleconferencing conveniences if they so choose.

Finally, in addition to allowing for the above exemptions, AB 361 adds the following requirements:

- a) The legislative body must give notice of the meeting and post agendas as otherwise required by the Brown Act.
- b) The legislative body must allow members of the public to access the meeting, and the agenda must provide an opportunity for members of the public to address the legislative body directly pursuant to Brown Act requirements. In each instance where notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body must also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda must identify and include an opportunity for all persons to attend via call-in option or an internet-based service option. The legislative body need not provide a physical location from which the public may attend or comment.
- c) The legislative body must conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.

- d) In the event of a disruption that prevents the public agency from broadcasting the meeting to members of the public using the call-in or internet-based service options, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in or internet-based service options, the legislative body must take no further action on items appearing on the meeting agenda until public access to the meeting is restored. Actions taken on agenda items during a disruption preventing the broadcast of the meeting may be challenged as provided in the Brown Act.
- e) The legislative body may not require public comments to be submitted in advance of the meeting, and it must provide an opportunity for the public to address the legislative body and offer comment in real time.
- f) The legislative body may use an online third-party system for individuals to provide public comment that requires an individual to register with the system prior to providing comment.
- g) If a legislative body provides a timed public comment period, it may not close the comment period or the time to register to provide comment under f) until the timed period has elapsed. If the legislative body does not provide a time-limited comment period, it must allow a reasonable time for the public to comment on each agenda item and to register as necessary under f).

## **RECOMMENDATION**

As noted above, AB 361 requires an agency to reconsider the state of emergency and make the required determinations every 30 days after commencing use of its exemptions. The DCFA board approved such a resolution at its last regularly scheduled meeting in October, and staff recommends that this Board adopt the attached resolution to enable use of AB 361's exemptions to Brown Act teleconferencing requirements for the next 30 days, while allowing the Board to hold in person meetings at its discretion.



**RESOLUTION NO. 22-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DELTA CONVEYANCE FINANCE AUTHORITY  
AUTHORIZING THE REVISED USE OF TELECONFERENCING FOR PUBLIC MEETINGS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DELTA CONVEYANCE FINANCE AUTHORITY AGENCY** as follows:

**WHEREAS**, the Governor of the State of California (“Governor”) proclaimed a State of Emergency to exist as a result of the threat of COVID-19. (Governor’s Proclamation of a State of Emergency (Mar. 4, 2020).)

**WHEREAS**, the Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) provided that local legislative bodies may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body and waived the Brown Act provisions found in Govt. Code section 54953(b)(3) which require the physical presence of the members, the clerk, or other personnel of the body, or the public, as a condition of participation in, or quorum for, a public meeting, including:

- a) The requirement that state and local bodies notice each teleconference location from which a member will be participating in a public meeting.
- b) The requirement that each teleconference location be accessible to the public.
- c) The requirement that members of the public may address the body at each teleconference location.
- d) The requirement that state and local bodies post agendas at all teleconference locations.
- e) The requirement that, during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

**WHEREAS**, the provisions of Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) expired on September 30, 2021 and are no longer in effect thereafter;

**WHEREAS**, the Center for Disease Control is currently contending with the the Omicron Variant of the COVID-19 virus and anticipates the development of potential other strains which may further impede public agency operations and prolong the need for social distancing requirements; and

**WHEREAS**, recent legislation (A.B. 361) authorizes a local legislative body to use teleconferencing for a public meeting without complying with the Brown Act’s teleconferencing quorum, meeting notice, and agenda requirements set forth in Government Code section 54953(b)(3), in any of the following circumstances:

- a) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- b) The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.

- c) The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to b) above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

**WHEREAS**, on October 20, 2022, the Board of Directors of the Delta Conveyance Finance Authority (DCFA) made a finding that, as a result of the above-described emergency, meeting in person would present imminent risks to the health or safety of attendees.

**WHEREAS**, the Board of Directors of the Delta Conveyance Finance Authority has determined that an imminent risk to the health and safety of the attendees at DCFA meetings continues to exist.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Delta Conveyance Finance Authority as follows:

Section 1.      Incorporation of Recitals. All of the foregoing Recitals are true and correct, and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2.      Adoption of AB 361. The Board has determined by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Section 3.      Continued Implementation of AB-361. This Resolution shall take effect immediately upon its adoption and shall be effective until such time as the Board of Directors, at a noticed meeting, makes additional findings or adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Authority may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

Section 4.      Applicability. The health and safety findings and determination that teleconference meetings are appropriate applies to all Authority committees and legislative bodies subject to the Brown Act.

**PASSED, APPROVED AND ADOPTED** on November \_\_, 2022.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

## Board Memo

Contact: Brian Thomas, Executive Director

**AGENDA DATE: November 17, 2022**

**Item No. 7.a**

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### Subject

Contract for Executive Director Services

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### Executive Summary

The Board of Directors initially approved a one-year contract with Michael Bell Management Consulting to provide Executive Director services at its meeting on December 20, 2018. Brian Thomas, the Delta Conveyance Finance Authority's Executive Director, provided services under that contract. The initial contract term covered January 1, 2019 to December 31, 2019 at a total compensation, including expenses, of \$200,000. The contract was extended for two additional years with no change in compensation and within the original contract amount of \$200,000. In November 2021, the Board of Directors authorized a new contract with Bell, Burnett & Associates for a total amount of \$82,000 (equal to the estimated balance in the original contract amount of \$200,000) for the period December 1, 2021 thru December 31, 2022. In September 2022, Brian Thomas established a new firm, Brian G. Thomas Consulting, LLC, through which it is proposed ongoing Executive Director services be provided through December 31, 2023. The total contract value for Brian G. Thomas Consulting, LLC would be \$60,000. The new contract would have the same terms as the existing contract with Bell, Burnett & Associates, including the hourly billing rate of \$325/hour, which has not changed since 2018.

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### Detailed Report

The board approved a contract with Michael Bell Management Consulting to retain the services of Brian Thomas to serve as Executive Director of the Authority at its meeting on December 20, 2018. Mr. Thomas has been serving as the Authority's Executive Director since the Authority's inception in July 2018. At the October 17, 2019, board meeting, the Board approved an extension at no cost until December 31, 2020. The terms of the amended contract included maximum compensation of \$200,000 (including expenses) and a termination date of December 31, 2020. A similar action was taken in November 2020 to extend the contract to December 31, 2021. Michael Bell, the principal at Michael Bell Management Consulting, formed a new firm called Bell, Burnett & Associates (BBA), and the Board of Directors approved a contract with BBA to enable Brian Thomas to continue work as the Authority's Executive Director for the period December 1, 2021, thru December 31, 2022 (this action also resulted in the termination of the contract with Michael Bell Management Consulting). The terms of the contracts have remained the same since 2018, including hourly compensation of \$325/hour. The total compensation approved in the contract with BBA was \$82,000. Total expenditures (including invoiced but unpaid amounts) under the BBA contract are about \$17,650 through September 30, 2022. Total expenditures through the end of December 2022 are

November 17, 2022

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expected to be about \$20-22,000. As such, the new contract with Brian G. Thomas Consulting, LLC is proposed at \$60,000 for January 1, 2023 through December 31, 2023.

The proposed contract with Brian G. Thomas Consulting, LLC would have the same general terms as the BBA contract and would be renewable for up to five years.

As most of the activities of the Authority have been administrative in nature, this amount is sufficient to fund expected activities over the next year. If Authority activity, including any need for financing, extensive financial analysis, or outreach, increases in the next calendar year, the Board may amend the contract for any supplemental funds. This change in contract will not impact this year's member agency assessments or the fiscal year 2022/23 operating budget.

### **Funding**

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Funds are available in the 2022/23 budget and will be included in the 2023/24 fiscal year operating budget.

### **Recommended Action**

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Approve contracting with Brian G. Thomas Consulting, LLC for Executive Director Services effective January 1, 2023 thru December 31, 2023, in the amount of \$60,000, with annual renewals up to five years.

### **Attachment:**

Contract Between Delta Conveyance Finance Authority and Brian G. Thomas Consulting, LLC

**AGREEMENT BETWEEN**

**DELTA CONVEYANCE FINANCE AUTHORITY**

**AND**

**BRIAN G. THOMAS, LLC**

**AGREEMENT NUMBER FA\_\_\_\_\_**

# THE DELTA CONVEYANCE FINANCE AUTHORITY

AGREEMENT NO. FA\_\_\_\_\_

## CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE FINANCE AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as "Finance Authority", and Brian G. Thomas Consulting, LLC, hereinafter referred to as "Consultant."

### Explanatory Recitals

1. The Finance Authority is a public agency of the State of California organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement dated July 3, 2018, to finance or assist in the financing of the development design, construction, management, maintenance or operation of the Delta Conveyance Project and other infrastructure for the effective operation of the State Water Project.
2. The Finance Authority requires the services of Consultant to provide Executive Director leadership for the Finance Authority. The Finance Authority does not guarantee that the services stated in the scope of services will be required for the entire duration of the agreement.
3. For the period in which the Consultant is providing Executive Director services, the Consultant, including any affiliates, and/or subsidiaries, will be precluded from proposing on other services for the Delta Conveyance Program.
4. The Finance Authority desires to retain Consultant, and Consultant desires to perform the services required by the Finance Authority according to the terms set forth hereinafter.

### Terms of Agreement

#### 1. Scope of Work

The Finance Authority hereby engages Consultant to provide the Finance Authority the services described in detail in the Scope of Work attached hereto as Exhibit A.

#### 2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from January 1, 2023 through December 31, 2023, subject to earlier termination pursuant to paragraph 21 below. This Agreement may be renewed for up to five years by mutual agreement of the parties.

3. Agreement Administrator

For purposes of this Agreement, the Finance Authority designates Mr. Paul Sethy, Secretary of the Finance Authority, as the Agreement Administrator. The Finance Authority reserves the right to change this designation upon written notice to Consultant. The acceptability of all services performed for this Agreement shall be determined by the Finance Authority's Agreement Administrator.

4. Key Personnel

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

5. Independent Contractor

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

6. Sub-consultants

- a. Consultant shall be responsible to the Finance Authority for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. The Finance Authority shall not be liable for any payment or other compensation for any sub-consultants.
- b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurances required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.
- c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of the Finance Authority as provided herein.

7. Compensation

- a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the Finance Authority will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit B. This Fee Schedule shall include the rates and

expenses of sub-consultants and shall remain in effect for the duration of this Agreement. The Fee Schedule may be modified through issuance of a Task Order where modified rates and expenses for the task order work have been agreed.

- b. The Finance Authority will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. The Finance Authority shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultants' fees and expenses.
- c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit C, attached hereto.

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$60,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$48,000 per agreement year (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

- a. Consultant shall submit monthly invoices to the Finance Authority's Agreement Administrator and provide a copy to the Finance Authority at, 1121 L Street, Suite 1045, Sacramento, CA 95814. Consultant address change must be submitted in writing to the Finance Authority at 1121 L Street, Suite 1045, Sacramento, CA 95814. Without proper notification of an address change, Consultant's invoice payment may be delayed.
- b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:
  - i. Consultant's name and mailing address, the Finance Authority's project name and agreement number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.
  - ii. Those invoices with consultant and sub-consultant labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor rate, number of hours



worked, description of work performed, total amount due for labor charges, and shall include the following affirmation:

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

- iii. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.
  - iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.
- c. Subject to the approval of the Agreement Administrator, the Finance Authority shall make payment to Consultant 30 days after receipt of the invoice. Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid.

10. Successors and Assignment

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

11. Change in Ownership or Control

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

12. Use of Materials

- a. The Finance Authority will make available to Consultant such materials from its files as maybe required by Consultant to perform services under this Agreement. Such materials shall remain the property of the Finance Authority while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to the Finance Authority any property of the Finance Authority in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.
- b. The Finance Authority may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner the Finance Authority deems proper without

additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by the Finance Authority, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

13. Intellectual Property

- a. All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for the Finance Authority under this Agreement shall be the property of the Finance Authority. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.
- b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for the Authority, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to the Finance Authority, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for the Finance Authority, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.
- c. Consultant shall promptly notify the Finance Authority, in writing, of all intellectual property conceived or developed in the course of Consultant's work for the Finance Authority under this agreement.
- d. Consultant shall assign and does hereby assign to the Finance Authority all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for the Finance Authority.
- e. Consultant shall cooperate in the execution of all documents necessary to perfect the Finance Authority's right to intellectual property under this Agreement.
- f. When requested by the Finance Authority, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.
- g. When requested by the Finance Authority or upon termination of this Agreement Consultant shall promptly erase copies of all the Finance Authority intellectual property from Consultant's computers.

14. Non-use of Intellectual Property of Third Parties

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

15. Legal Requirements

Consultant shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

16. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property due to the active negligence or willful misconduct in the performance of this Agreement.
- b. Consultant shall defend, indemnify, and hold harmless the Finance Authority, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Consultant's active negligence or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with the Finance Authority and/or rights to employment benefits from the Finance Authority to the extent that such claims are covered by the insurance required under this Agreement.

17. Insurance

- a. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant and/or Consultant's agents, representatives or employees.
- b. Consultant shall sustain proof of insurance coverage in an updated ACORD form, attached hereto as Exhibit D and incorporated by reference, during the term of this Agreement. Failure to provide the updated insurance ACORD form annually may result in the withholding of Consultant's invoice payment. Consultant shall list the agreement number on the ACORD form and email to the Authority's Agreement Administrator.

- c. Minimum Scope of Insurance Coverage shall be at least as broad as:
  - i. Insurance Service Office Commercial Liability coverage (occurrence Form CG0001).
  - ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code1, (any auto).
  - iii. Workers' Compensation insurance as required by the State of California and Employer 's liability Insurance, if needed.
- d. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
  - i. General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.
  - ii. Automobile Liability: \$1,000,000 per accident for injury and property damage.
- e. Verification of Coverage: Consultant will furnish the Finance Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements and certificates are to be received and approved by the Finance Authority prior to the commencement of work. The Finance Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage, and coverage binders required by these specifications at any time.
- f. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from the Authority, with an A.M. Best rating of no less than A:X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.
- g. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:
  - i. The Authority, its officers, officials, employees and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
  - ii. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance with respect to the Authority, its officers, officials, employees and volunteers. Any insurance or self-

insurance maintained by the Authority, its officers, officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.

- iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.
- iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

h. Other Endorsements and Insurance Provisions

- i. All rights of subrogation under the property insurance policy (if any) have been waived against the Finance Authority.
- ii. If General Liability, Pollution and/or Asbestos Pollution Liability coverage are written on a claims-made form:
  - 1) The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
  - 2) Insurance must be maintained for at least two (2) years after completion of the contract work. On the Authority's request, Consultant shall provide evidence of insurance verifying that coverage is/was in effect during said two-year period.
  - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after completion of contract work.
  - 4) A copy of the claims reporting requirements must be submitted to the Finance Authority for review.

18. Audit

- a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.
- b. The Finance Authority will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.
- c. Upon reasonable notice from the Finance Authority, Consultant shall cooperate fully with any audit of its billings conducted by the Finance

Authority and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

19. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA.

The parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.S(a), and 41 CFR 60-741.S(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Consultant agrees to submit to the Finance Authority evidence of compliance with this paragraph as applicable, within 30 days of a request.

20. Prohibited Relationships with Sanctioned Countries and Persons

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Consultant is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, the Finance Authority shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

21. Termination

The Finance Authority or the Consultant may terminate this Agreement with or without cause by providing written notice to Consultant not less than thirty (30)

days prior to an effective termination date. The Finance Authority's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

22. Force Maieure Events

- a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than the Finance Authority, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").
- b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event that substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

23. Notices

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

Delta Conveyance Finance Authority  
1121 L Street, Suite 1045  
Sacramento, CA 95814  
Attention: Mr. Paul Sethy

Brian G. Thomas Consulting, LLC  
1440 Old House Road  
Pasadena, CA 91107  
Attention: Mr. Brian Thomas

Communication via e-mail or other electronic means will also be permitted. Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary

to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue

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

26. Waiver

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

27. Entire Agreement

- a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.
- b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting

Both parties have participated in the drafting of this Agreement.

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

**Brian G. Thomas Consulting, LLC**

**Delta Conveyance Finance Authority**

By: \_\_\_\_\_  
Print Name: Brian Thomas

By: \_\_\_\_\_  
Print Name: Gary Kremen

Date: \_\_\_\_\_  
Title: Manager/Member

Date: \_\_\_\_\_  
Title: Director and President of the Board



APPROVED AS TO FORM:

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

Name: Steve O'Neill

\_\_\_\_\_

Title: General Counsel

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

## **Exhibit A: SCOPE OF SERVICES**

Brian G. Thomas, LLC, will provide Executive Director services. The Executive Director's overall role is to ensure the orderly operation of the Finance Authority including organizing meetings, assisting in the creation of bylaws, developing and administering the Finance Authority's policies, managing accounts as required, fulfilling state filing requirement, etc.

The Executive Director will provide a single point of responsibility to the Finance Authority's Board of Directors and will lead external interactions as the spokesperson at meetings, hearings, and conferences with local, State, and federal governmental officials and interactions with the Delta Conveyance Design and Construction Authority, Department of Water Resources, Public Water Agencies, and other entities, as necessary to further the mission of the Finance Authority.

The Executive Director will conduct all duties necessary to administer the functioning of the Finance Authority, including staffing, board and committee meetings, managing external consultants, arranging financing, ensuring compliance with disclosure requirements and other duties as assigned by the Board.

**Exhibit B: FEE SCHEDULE**

Title	Rate
Manager/Member	\$325/hour

## **Exhibit C: TRAVEL EXPENSE GUIDELINES**

Travel expenses associated with Finance Authority business including, but not limited to, attendance at board and committee meetings, meetings with Members and member agency staff, meetings with State Water Project Contractors, regulators, and other venues where Consultant is representing the Finance Authority will be reimbursed if such expenses are consistent with the following criteria.

**Billing and Supporting Documents:** Consultant shall submit all supporting documents (receipts) for each expense listed below. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used.

### **Air Travel**

Air Travel shall be made by commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by the consultant, and not charged to the agreement.

If consultant is combining personal travel with Finance Authority travel (business), personal travel or family member expenses cannot be charged to the Finance Authority.

### **Car Rental**

Car rental shall be the most economical vehicle to fulfill Consultant needs. The Finance Authority will not pay for collision or personal liability insurance. One automobile rental for up to three travelers of an economical vehicle is acceptable. Any changes from these guidelines require approval by the Agreement Administrator. If an automobile is rented on a monthly basis by Consultant, the monthly cost is divided by the number of days in the month and hours worked to arrive at a prorated hourly rental cost for reimbursement.

Any other cost to be billed must be documented as to why it is required and receipts must be submitted.

### **Taxis**

Where it becomes necessary to use a taxi for approved Finance Authority business, the cost of the fare and reasonable gratuity will be reimbursed.

### **Lodging**

Consultant shall book reservations at conveniently located hotels, which have moderate rates.

**Meals**

Meal allowance for any location is \$50 per day, or \$10 breakfast, \$15 lunch, and \$25 dinner. Meal allowance may include non-alcoholic beverages and tips.

**Personal Automobile Reimbursement**

Personal automobile reimbursement is allowable only from Consultant's local office to project site location or meeting destination as determined by the Agreement Administrator, and will be paid at the current IRS allowable rate.

**Non-reimbursable Travel Expenses**

- a. Entertainment (e.g., "in-room" movies, alcoholic beverages, in-room snack bar, in-room refrigerator items, health clubs, and theater tickets) .
- b. All expenses for non-business purposes
- c. Personal life or travel insurance.

**Exhibit D: INSURANCE**

**Exhibit E: CONSULTANT'S CONTACT INFORMATION FORM**

<b>Respondent Information</b>	
Name of Firm (As it appears on W-9 Tax form)	Brian G. Thomas Consulting, LLC
Other Name(s) of Firm (with acronym)	
Type of Firm (Sole Proprietorship, Limited Liability Corporation, Corporation, Partnership)	Limited Liability Company
Indicate SBE/DVBE or "no"	no
Federal ID# and State	Fed ID#: 88-4119201 State ID#: 2022522310755
D&B Duns No.	
Business Address City, State, Zip Code (For Contract Correspondence)	1440 Old House Road Pasadena, CA 91107
List local business office address in the Authority's service area in order to receive Regional Business incentives if different from above address.	
Main Telephone	213-458-3275
Contact Name (Mr./Ms.)	Mr. Brian Thomas
Contact Telephone /Facsimile	Telephone: 213-458-3275
Contact E-mail Address	bgtmwd@gmail.com
<b>Sub-consultant(s) Information</b>	
Firm Name	
Address	
City, State & Zip	
Firm Name	
Address	
City, State & Zip	
Firm Name	
Address	
City, State & Zip	

## Board Memo

Contact: Brian Thomas, Executive Director

**AGENDA DATE: November 17, 2022**

**Item No. 8.c**

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### Subject:

Executive Director's Report

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### Executive Summary

The DCFA's primary activity continues to be administrative, as well as developing financing alternatives and monitoring activities regarding the Delta Conveyance Project. We continue to communicate with the State Water Contractors, the Department of Water Resources and the Delta Conveyance Design and Construction Authority (DCA) to keep current with activities on the project.

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### Detailed Report

**Administration.** Activities included preparing agenda packets for the November meeting and reviewing and approving the various invoices to be paid by the DCFA. I had discussions with Ms. Standlee and the DCFA's general counsel regarding ongoing virtual meetings.

**Meetings/calls.** DWR and the DCA continue to make progress on the environmental documents. The draft Environmental Impact Report was released for public comment in July.

We continue to work with DWR and SWP contractors to evaluate potential financing paths, including the idea of financing planning and design costs upon completion of the environmental process. There were discussions with bond and disclosure counsel regarding term sheets for a potential financing to support the DCA and DWR once the environmental work is concluded. I also had discussions with board members, DWR staff and SWP contractors regarding the DCFA's activities.

### Future Activities

I will continue working with the members, the DCA, DWR and the State Water Project contractors to identify opportunities to support funding, financial analysis and identify additional funding sources, including federal and state grants or contributions.

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### Recommended Action

Informational.

Attachment: Board Actions thru October 31, 2022



## DELTA CONVEYANCE FINANCE AUTHORITY

Completed Actions as of:

October 31, 2022

Action	Date
Adopted the CEQA determination for actions related to California Water Fix – that the Board has reviewed and considered the BDCP/California WaterFix environmental documentation and adopts the lead agency’s Findings of Fact, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program	7/19/2018
Approved agreement with Metropolitan to provide treasury and accounting services	7/19/2018
Approved submittal of WIFIA Letter of Interest	7/19/2018
Approved execution of agreement with Michael Bell Consulting to retain the services of Brian Thomas as Interim Executive Director	7/19/2018
Approved Fiscal Year 2018/19 Operating Budget	8/16/2018
Approved Debt Management Policy	8/16/2018
Approved Investment Policy	8/16/2018
Approved Bylaws	11/15/2018
Approved extension of contract with Michael Bell Management Consulting for the services of Brian Thomas as Executive Director through December 31, 2019	12/14/2018
Adopted Conflict of Interest Code	12/28/2018
Approved Reimbursement Policy	1/17/2019
Approved execution of agreement with Oliverez Madruga Lemieux O'Neill to serve as general counsel	1/17/2019
Approved execution of agreement with Norton Rose Fulbright to serve as bond counsel	2/21/2019
Approved execution of agreement with Stradling Yocca Carlson & Rauth to serve as disclosure counsel	2/21/2019
Approved Fiscal Year 2019/20 Operating Budget and annual membership fees	5/16/2019
Approved execution of agreement with Richardson & Co. to provide external audit services	5/16/2019
Approved updated and amended Investment Policy	7/18/2019
Approved amendments to the DCFA bylaws	7/18/2019

## DELTA CONVEYANCE FINANCE AUTHORITY

Completed Actions as of:

October 31, 2022

Action	Date
Approved no-cost extension to agreement with Michael Bell Management Consulting Services to provide Executive Director Services through December 2020	10/17/2019
Received and filed audited financial statements for fiscal year 2018/19	10/17/2019
Appointed Board Officers and Executive Committee	1/16/2020
Appointed MWD CFO as the Treasurer for the Authority	1/16/2020
Approved Fiscal Year 2020/21 Budget	5/21/2020
Approved Updated Investment Policy and Delegated authority to the Treasurer to invest funds	7/16/2020
Approved no-cost extension to agreement with Michael Bell Management Consulting Services to provide Executive Director Services through December 2021	10/15/2020
Received and filed audited financial statements for fiscal year 2019/20	10/15/2020
Appointed Board Officers and Executive Committee	1/21/2021
Approved Fiscal Year 2021/22 Budget	4/15/2021
Approved Investment Policy for 2021/22 and delegated investment authority to MWD Treasurer	8/19/2021
Approved agreement with Bell, Burnett & Associates to provide Executive Director services through December 21, 2022	11/18/2021
Appointed board Officers, including Treasurer	1/20/2022
Approved Fiscal Year 2022/23 Budget	5/19/2022
Approved agreement with Aleshire & Wynder to provide general counsel services	5/19/2022
Approved Investment Policy for 2022/23 and delegated investment authority to MWD Treasurer	9/15/2022
Received and filed fiscal year 2021/22 audited financial statements	10/20/2022