

Delta Conservancy

Delegation of Authority to the Executive Officer

September 25, 2019

“The Delta Conservancy hereby delegates to the Executive Officer the authority to administer the regular and day-to-day affairs and responsibilities of the Conservancy, including the functions and powers specified below, as necessary or appropriate for the sound management of the agency. The authority delegated herein shall be carried out in a manner consistent with applicable laws and regulations, State procedures, and Conservancy policies.

“The Executive Officer may delegate to other staff any part of his or her functions, powers, or authority, but the Executive Officer shall at all times be responsible for assuring that the affairs of the Conservancy are fully and faithfully discharged.

“The foregoing delegation to the Executive Officer includes the authority:

1. To appoint other Conservancy staff; to assign duties and functions to staff; to establish procedures governing staff operations; and to administer all Conservancy personnel matters.
2. To administer and oversee the Conservancy's budgetary and fiscal affairs subject to the right of the Conservancy board to review and **provide direction on** the proposed annual budget.
3. To execute contracts and other instruments or documents on the Conservancy's behalf, as necessary in order to carry out the resolutions of the Conservancy board, or any other authority delegated herein.

4. To administer and manage all real and personal property within the Conservancy's ownership or control; and to enter into agreements for the management of property owned or controlled by the Conservancy, including construction or maintenance of Conservancy facilities, *provided that*, prior to the execution of such agreements, the Conservancy shall have authorized the expenditure of funds for the purpose.
5. To lease and sub-let office space, to purchase or lease equipment, and to procure other materials, supplies, and technical services, and to enter into contracts for such purposes, in such amounts as may be necessary or appropriate to meet the ongoing needs of administration.
6. To enter into contracts for technical or other services, as needed for the purpose of program and project development or planning as may be necessary to carry out the Conservancy's Strategic Plan, annual Implementation Plan or other adopted plan or policy resolution of the Conservancy Board:
 - a. in such amounts not to exceed \$200,000 per contract, including extensions and amendments or
 - b. with approval from the Conservancy Chair and Vice Chair for amounts greater than \$200,000 if approval is time sensitive and the Board meeting schedule would cause unnecessary delays or negative impacts and
 - c. all non-administrative expenditures greater than \$10,000 will be reported to the Conservancy Board.
7. To apply for funds for the support of the Conservancy's programs and projects; to negotiate and enter into agreements to accept funds, to make representations in support of such applications or agreements, to assign or accept the assignment of grant funds and applications, and to meet

agreed conditions; *provided*, that:

- a. all expenditures not previously authorized by the Conservancy, or within the Executive Officer's delegated authority, shall remain subject to Conservancy authorization; and
 - b. any agreement which, at the time it is executed, requires further Conservancy authorization before it can be implemented, shall be rescindable in the Conservancy's sole discretion and without liability to the Conservancy.
8. To prepare and issue public notices of Conservancy board meeting, and meeting agendas.
 9. To place on the Conservancy's consent calendar (if any) matters which the Executive Officer believes to be non- controversial, subject to the right of any Conservancy board member to remove any item from the consent calendar, and subject to such other direction as the Conservancy may provide from time to time.
 10. To reimburse members of the Conservancy board and members of advisory boards or committees established by the Conservancy, for their actual and necessary expenses, including travel expenses, incurred in attending board or committee meetings.
 11. To make determinations regarding the applicability of exemptions from the requirements of the California Environmental Quality Act (CEQA) and to prepare, circulate and file all documents which are necessary to comply with CEQA, *provided*, that the Conservancy reserves the authority to review, certify and adopt necessary findings in connection with environmental impact reports and negative declarations.
 12. To provide and make available technical information, expertise, and other non-financial assistance to public agencies,

nonprofit organizations, and tribal organizations to support program and project development and implementation.

13. To award grants and enter into grant agreements consistent with the Conservancy's enabling legislation and the grant and program guidelines to be adopted by the Conservancy board;
14. To prepare, certify, and file documents pertaining to the adoption, amendment or repeal of regulations, and to conduct public hearings to receive comments on proposed rulemaking, as necessary to support the rulemaking activities and actions of the Conservancy.
15. To oversee the management of the Conservancy's records and to respond to requests for inspection or copies of Conservancy records under the California Public Records Act.
16. To represent the adopted positions of the Conservancy or, in the absence of such adopted positions, the views of the Conservancy staff, in communications with the Legislature, other public entities, and the public.
17. In coordination with the Office of the Attorney General, or other duly approved counsel:
 - a. to defend against any legal actions brought against the Conservancy;
 - b. as necessary in order to protect Conservancy property or other interests against damage or loss, and with prior notification to the Conservancy, to file and prosecute legal actions on the Conservancy's behalf; and
 - c. to settle small claims court actions on the Conservancy's behalf, *provided*, that the Conservancy shall

be notified of any such settlement no later than the following Conservancy board meeting.

18. With respect to monetary or non-monetary claims arising outside of litigation: to grant, deny, settle or compromise such claims if they are brought against the Conservancy; and to pursue, settle, or compromise such claims if they are brought on the Conservancy's behalf; subject to such dollar limits as the Conservancy may, by resolution, require for specific categories of claims; and *provided*, that the Conservancy shall be notified of any such settlement no later than the following Conservancy board meeting.
 19. To designate a member of the staff to serve as Acting Executive Officer, or one or more members of the staff to perform specified functions of the Executive Officer, in the event that the Executive Officer is absent or becomes unable to perform his or her regular duties. In the event of the death or incapacity of the Executive Officer, any such designation shall survive, unless it expires by its own terms, or is rescinded or modified by the Conservancy board."
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