

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CPD # CP080035

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 Pages

AGREEMENT NUMBER Task Order No. 7-17 4600007671	AMENDMENT NUMBER New Task Order Contract Am-10
REGISTRATION NUMBER eP1143427	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Water Resources
CONTRACTOR'S NAME
California State University, Sacramento, Center for Collaborative Policy (CCP)
- The term of this Agreement is July 1, 2008 through June 30, 2014
This agreement shall not become effective until approved by the Department of General Services.
- The maximum amount of this Agreement after this amendment is: \$ 5,300,000.00
Five million three hundred thousand dollars and no cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - See attached Task Order No. 7-17, Napa County Groundwater Facilitation Support Services, under which CCP and DWR will help establish the Napa County Groundwater Resources Advisory Committee (NCGRAC).
 - Exhibit E, Attachment 2, Travel and Per Diem Expenses (Rev. 8/11) is replacing the previous revision dated December 2010.
 - All other terms and conditions of DWR contract #4600007671; including Amendment 1, 2, 3, 4, 5, 6, 7, 8, and 9 shall remain the same.

Signatures appear on page 6 of 6 of the attached Task Order No. 7-17.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED DEC 14 2011 DEPT OF GENERAL SERVICES </div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

Approved as to legal form and substance:

 Assistant Counsel DWR



**TASK ORDER NO: 07-17 Napa County Groundwater Facilitation Support
Services provided under DWR CONTRACT NO. 4600007671
DATE: October 4, 2011**

DESCRIPTION OF TASK:

California State University, Sacramento, Center for Collaborative Policy (CCP) provides strategic planning, facilitation, and related public outreach services to the Department of Water Resources (DWR) to support various water resources programs. Under Task Order No. 7-17 CCP and DWR will help establish the Napa County Groundwater Resources Advisory Committee (NCGRAC) desired by the Napa County Conservation, Development and Planning Department (County).

DWR's Division of Integrated Water Management (DIWM), Regional Planning Branch, has established a not-to-exceed budget of \$44,469 to complete the Scope of Work described below.

I. SCOPE OF WORK

The Scope of Work focuses on establishing the Napa County Groundwater Resources Advisory Committee (NCGRAC). The overall desired outcome is setting up the NCGRAC with a sound organizational structure for conducting groundwater monitoring and related work in Napa County.

A. Background Information

CCP's original Facilitation Support Services proposal included an effort to convene the NCGRAC. Napa County began to convene the NCGRAC in July, 2011 while DWR considered this facilitation support services request. The convening effort will continue until the NCGRAC's inaugural meeting in late 2011. Upon execution of Task Order No. 7-17, CCP will provide strategic consultation support to County managers and staff during the final stages of convening of the NCGRAC leading up to the inaugural meeting.

Note that CCP's original services proposal included an effort to develop a succinct, basic vision for groundwater stewardship and sustainability. Based on further discussions with the County, this task is being replaced by (1) providing time for committee members to explain and discuss their interests for groundwater in the County during the initial meetings, and (2) elaborating on a common vision as necessary at a later date (most likely during future planning and discussion of groundwater sustainability objectives).

B. Period of Performance

DWR expects CCP to complete principal tasks by May 31, 2013. Upon approval of this Task Order, Project Representatives for DWR and CCP will collaborate on establishing a detailed schedule for task completion. All work under this Task Order will be performed and completed no later than May 31, 2013, unless amended.

C. Description of Services

CCP's facilitation services include: strategic consultation, developing meeting agendas and supplementary materials, facilitating stakeholder meetings, following up on agreed upon action items, coordinating stakeholder involvement in forming the NCGRAC, and project management.

Tasks:

1. CCP will advise the County on alternative approaches to advancing the NCGRAC's work in a timely fashion, including how to manage issues that are sensitive from a procedural or political standpoint.
2. CCP will work directly with County executives, managers, and staff to develop and review agendas, prepare meeting materials, and presentations.
3. CCP will facilitate the NCGRAC's inaugural meeting and the six subsequent bi-monthly meetings. CCP will provide post-meeting follow-up with the County and stakeholders as needed, including distribution and tracking of action items identified during the meetings.
4. CCP will coordinate directly with NCGRAC committee members to ensure the work progresses smoothly, and will provide additional support for decision-making and conflict resolution as necessary.
5. CCP will provide concise monthly progress reports to DWR's Project Manager, including any necessary budgetary information, and shall communicate regularly with DWR Project Manager.

D. Tasks

1. Task 1: Prepare for Committee Meetings. Preparation includes reviewing key background documents and information, discussing the composition of the committee and their key interests, and preparing materials regarding the committee's structure and protocols.
2. Task 2: Facilitate Seven (7) Bi-Monthly Committee Meetings. CCP will facilitate seven (7) bi-monthly committee meetings
3. Task 3: Project Management.

This includes monitoring the hours expended per task, the rate of expenditure for each task, the corresponding budget balance, submitting progress summaries required by DWR, and communicating regularly with the DWR project manager about these issues.

E. Deliverables

1. Foster consensus-seeking and other foundational ground rules and protocols.
2. Develop a near-term work plan.
3. Build a foundation of shared information for subsequent work activities, including ongoing refinement of groundwater conceptualization in the County.
4. Develop and implement a communication plan and associated public education campaign to build awareness of and support for the NCGRAC's efforts.
5. Submit monthly written progress reports to DWR's Project Manager.

F. Project Assumptions

- Seven (7) lead mediator trips to Napa County for internal planning meetings.
- Seven (7) lead mediator and assistant facilitator trips to Napa County for NCGRAC meetings, one day on site for each trip to include facilitation of a total of seven (7) NCGRAC bi-monthly meetings.
- Meetings will last from 3 to 4 hours starting around 3:00 p.m. and ending between 6:00 p.m. and 7:00 p.m.
- Pre-meeting teleconferences and/or webinars in preparation for NCGRAC meetings, at least 2 teleconference/webinars per meeting.

II. CONTRACTOR STAFFING

CCP shall assign staff to perform the work required under Task Order No. 7-17 in accordance with the job classifications specified in Exhibit A, Attachment 1, of DWR Contract #4600007671, as amended:

Managing Senior Mediator: Mary Selkirk

Lead Mediator: Dorian Fougères, Ph.D.

Assistant Facilitator: yet to be determined

CCP support staff: CCP will provide additional support staff, when requested by DWR or County program management, to complete specified services and deliverables identified in this contract.

III. PROJECT BUDGET

A. Assumptions

Napa County will identify and provide meeting locations and/or communication mechanisms (i.e., teleconference lines) for internal planning involving CCP and the County. If necessary, CCP will provide and bill for additional communication mechanisms as needed (i.e., online meeting services).

Napa County will identify and provide NCGRAC meeting locations, supervise meeting logistics, and provide basic refreshments. CCP will advise on facility needs and setup.

Napa County will cover planning and committee-related travel costs for the lead mediator and assistant facilitator. This will include a total of 14 trips for the lead mediator (7 in-person planning meetings, 7 NCGRAC meetings) and 7 trips for the assistant facilitator (7 NCGRAC meetings). The lead mediator will commute from San Francisco and the assistant facilitator will commute from Sacramento. The estimated budget for this travel is \$1,282.40.

Napa County will provide administrative support necessary for the NCGRAC (and workgroups, if created), including scheduling meetings, meeting equipment (e.g., audio-visual equipment including projector, screen, and projection laptop), and remote correspondence capabilities (e.g., teleconference, internet access).

Napa County will provide copies of all meeting materials, and make these publicly available. CCP will provide materials it develops electronically in a text-ready format.

Napa County will be responsible for maintaining appropriate mailing lists, databases, website management, and other NCGRAC and public communication-related functions.

Napa County will review meeting summaries for accuracy, and make final summaries publicly available. CCP will revise the draft summary as necessary, and finalize the document.

B. Budget Details

This project's budget is not to exceed **\$44,469.00** without prior written approval from DWR. During the course of task order implementation, DWR may decide to shift funds between budget categories without the need for a formal amendment to Task Order No. 7-17.

Project Budget: Task Order No. 7-17 Napa County Groundwater Facilitation Support	Hours/# Mtgs	Rate FY11/12	\$\$
Personnel Services			
Labor Category			
Senior Mediator/Facilitator	16.0	\$ 198	\$ 3,168
Lead Mediator	175.0	\$ 156	\$27,300
Assistant Facilitator	123.0	\$ 110	\$13,530
Administrative Support	4.0	\$ 66	\$ 264
Total Personnel Services			\$44,262
Operating Expenses			
Travel (Covered by Napa County)			\$ -
Internet Meeting Services	7	\$ 7.50	\$ 53
Equipment & Supplies			
Flipcharts & markers	7	\$ 20	\$ 140
Total Operating Expenses			\$ 193
Management Fee (% of Operating Expenses)		7.5%	\$ 14
Other (specify)			\$ -
Total Fees			\$ 14
Total Task Order Cost			\$44,469

IV. CONTRACT REPRESENTATIVES

The Contract Representatives for the term of this Task Order are listed below and may be changed upon written notice to the other party.

Contractor's Project Manager:

Dale Schafer
Senior Mediator/Facilitator
Center for Collaborative Policy
California State University, Sacramento
815 S Street, First Floor
Sacramento, California 95811
Office phone: (310) 457-3004
Office fax: (310) 589-2994
Center phone: (916) 445-2079
Center fax: (916) 445-2087
daleschafer@msn.com

DWR's Project Manager:

Mary Scruggs
DIRWM
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 654-1324
Fax: (916) 651-9292
mscruggs@water.ca.gov

V. AUTHORIZED SIGNATURES

Contractor and DWR agree the services provided in this Task Order will be performed in accordance with the terms and conditions of DWR Agreement No. 4600007671, as amended.

State of California
Department of Water Resources



Kamyar Guivetchi, Chief
Division of Statewide Integrated Water Management

Date: 11/28/2011

CALIFORNIA STATE UNIVERSITY, SACRAMENTO
Center for Collaborative Policy



Suzanne Swartz, Contract Administrator

Date: 11/18/11

TRAVEL AND PER DIEM EXPENSES

I. SHORT-TERM PER DIEM EXPENSES

A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.

B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.

2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.

B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 55.5 cents per mile.

There is no specific rate determined for the reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities. In these cases, the 55.5 cents per mile reimbursement will apply.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.