

SCOPE OF WORK - ATTACHMENT 1

Update to the Delta Conservancy's Strategic Plan

1. BACKGROUND

The Delta Conservancy was created by legislation in 2010 to lead efforts that advance environmental protection in the Delta and the economic well-being of Delta residents. The Conservancy's goal is to implement projects that will result in integrated ecosystem, environmental, and economic benefits. To reach that goal, the Conservancy works in collaboration with local communities, interested groups and state and federal agencies to seek creative opportunities to address challenges and reach agreement for moving these efforts forward. The Conservancy strives to ensure that programs and projects are prioritized and funded in a balanced manner according to geography and our legislative responsibilities.

In 2012, the Delta Conservancy developed and adopted its Strategic Plan. The Delta Conservancy Board of Directors agreed to reevaluate the Strategic Plan in 5 year intervals, with the first interval ending in 2017. The Delta Conservancy recognizes the need for reviewing and revising its Strategic Plan to document existing processes and identify approaches for effective project selection and administration in the future. Transparency in Delta Conservancy operations and project ranking and selection processes should be an overlying goal of the Delta Conservancy Strategic Plan.

The review and revision of the Strategic Plan will assist the Delta Conservancy in all current and future processes by:

- Articulating clear goals and objectives both for the organization and its programs
- Defining strategies that adhere legal mandates but also ensure a transparent, integrated process for ranking and selecting projects across program areas
- Establishing metrics for measuring, monitoring, and reporting the activities and progress of Delta Conservancy program areas

2. PROJECT OBJECTIVES

The Delta Conservancy is soliciting proposals from qualified strategic planning firms to:

- 2.1 Develop a work plan and toolkit for Stakeholder and Public Involvement in the strategic planning review and revision process
- 2.2 Review and revise the Delta Conservancy's strategic plan
- 2.3 Oversee the process of gathering input on the Delta Conservancy's strategic plan

3. TERM OF AGREEMENT

- 3.1 The term of this Agreement shall commence upon June 30, 2016 or upon the date the Agreement is executed by the Delta Conservancy and DGS – CMAS, whichever comes first and continues through June 30, 2018.

- 3.2 This Agreement may be amended to extend the term of the Agreement only upon written approval by both parties.

4. PROJECT TASKS AND DELIVERABLES

TASK 1 – COMPLETE WORK PLAN

Prior to undertaking the tasks described below, the Contractor will develop a comprehensive work plan and supporting documentation to cover budgets, schedules, reporting, and cost tracking. This work plan will include details on how the Contractor will work with the Delta Conservancy staff, stakeholder groups and the general public.

The Contractor will work with the Delta Conservancy staff to develop a toolkit to include in the Work Plan including; interview protocols, draft agendas for public meetings and stakeholder interviews, specifications for website strategic plan information and online comment gathering to be displayed on the Delta Conservancy website, to solicit and integrate input from stakeholders and the general public throughout the review and revision of the Strategic Plan.

The Contractor will design, conduct and facilitate public meetings at a minimum of two venues within the legal Delta, and will also present the revised Strategic Plan to the Delta Conservancy Board at a minimum of two public meetings.

- *Deliverables: Work Plan and Toolkit for Stakeholder and Public Involvement*
- *Timeline: Within 30 days after the contract is signed*

TASK 2 - COMPLETE REVIEW/REVISION OF INTRODUCTION/ABOUT THE CONSERVANCY

The introduction should address the need for a Strategic Plan. In addition, the Contractor will review and document existing history and background information on the Delta Conservancy's programs, policies and procedures in an Introduction section to the Strategic Plan.

- *Deliverables: Draft Update of Introduction/About the Conservancy*
- *Timeline: The Introduction/About the Conservancy section should be completed by September 30, 2016*

TASK 3 – COMPLETE REVIEW/REVISION OF PRIORITIES, GOALS, OBJECTIVES, AND STRATEGIES SECTIONS

The Contractor will work with the Delta Conservancy staff and stakeholders to review the Vision Statement, Goals and Objectives, and Strategies to guide the organization and operations of the Delta Conservancy into the future together with strategies to achieve the stated goals. The goals and objectives, and strategies will focus on priorities, processes and procedures that ensure transparency and provide opportunities to integrate new and innovative resource information as it is developed.

- *Deliverables: Draft Priorities, Goals, Objectives, and Strategies Sections*
- *Timeline: The Future Operations section should be completed by November 30, 2016*

TASK 4 – COMPLETE REVIEW/REVISION OF IMPLEMENTATION AND ACCOUNTABILITY/MONITORING

This section will focus on measurement tools to quantify and record the benefits of the Delta Conservancy-funded projects, accountability (between Grantees and the Delta Conservancy), and mandated and elective monitoring and reports.

- *Deliverables: Description of Measurement and Monitoring tools and reports and Strategies for Implementation*
- *Timeline: The Accountability and Monitoring section should be completed by January 31, 2017*

TASK 5 – ASSEMBLE SECTIONS INTO A DRAFT UPDATE TO THE STRATEGIC PLAN

The Contractor will take all the information gathered to date and sections written, and prepare a Draft Update to the Strategic Plan for public circulation, review and comment.

- *Deliverables: A Draft Update to the Strategic Plan*
- *Timeline: A Draft Update to the Strategic Plan should be completed by the March 22, 2017 Delta Conservancy Board Meeting*

TASK 6 – CIRCULATE THE DRAFT UPDATE TO THE STRATEGIC PLAN FOR PUBLIC COMMENT

The Contractor will circulate the Draft Strategic Plan for public review using conventional methods that will include conducting public meetings at a minimum of two venues throughout the legal Delta.

- *Deliverables: A revised Draft Update to the Strategic Plan based on Integration of Public Comment*
- *Timeline: The public review and revised Draft Update to the Strategic Plan should be completed by April 30, 2017.*

TASK 7 – PRODUCE AND PRESENT A FINAL UPDATE TO THE STRATEGIC PLAN

The Contractor will produce a Final Draft Update to the Strategic Plan and present it at the May 24, 2016 Delta Conservancy board meeting. Following the meeting the Contractor will make any additional recommended revisions to the plan and submit a Final Update to the Strategic Plan to the Delta Conservancy.

- *Deliverables: A Final Update to the Strategic Plan delivered to the Delta Conservancy*
- *Timeline: The Final Update to the Strategic Plan should be completed by, and*

presented at, the May 24, 2016 Board Meeting with edits based on Board input due to the Conservancy by June 15, 2016.

5. ACCEPTANCE CRITERIA

It is the Delta Conservancy’s sole determination as to whether a deliverable has been successfully completed and acceptable to the Delta Conservancy. Each associated task and deliverable must be accepted by the Delta Conservancy before invoices will be processed for payment. Acceptance criteria shall consist of the following:

- 5.1 Reports are completed as specified and approved.
- 5.2 All deliverables must be in a format that can be used by the Delta Conservancy.
- 5.3 If a deliverable is not accepted, the Delta Conservancy shall provide the rationale in writing within 30 days of receipt of the deliverable.
- 5.4 If disputing an invoice for a set of deliverables, the Delta Conservancy shall provide notification of dispute and rationale within 10 days of receipt of the invoice.
- 5.5 Invoices must be linked to specific deliverables, provide exact time spent developing each deliverable, and the hourly billing rate.

6. STATE RESPONSIBILITIES

Provide access to any documents or information as necessary for the contractor to complete the tasks identified in the Delta Conservancy’s Agreement. Additionally, Delta Conservancy staff will be available to meet with the Contractor as needed to review goals and objectives in respect to development of the strategic plan.

7. POINTS OF CONTACT

Contractor – Contract Manager:	
Name, Title:	<i>[To be completed upon agreement award.]</i>
Address:	
Telephone Number:	
Fax Number:	
E-mail address:	

State – Contract Manager:	
Name, Title:	<i>[To be completed upon agreement award.]</i>
Address:	
Telephone Number:	
Fax Number:	
E-mail address:	

8. BUDGET AND REPORTING

Progress on deliverables is to be substantiated by a monthly report from the contractor. The contractor is expected to work closely with Delta Conservancy staff and partners in a collaborative team spirit. Additional Budget Details and Payment Provisions are further explained in Attachment 2. The scope of this Agreement shall not exceed \$100,000.

BUDGET DETAIL AND PAYMENT PROVISIONS - ATTACHMENT 2

1. BUDGET DETAIL

The Contractor agrees to perform and complete the work described in Attachment 1, Scope of Work within the total budget not to exceed \$100,000.

2. INVOICE AND PAYMENT

- A. For tasks satisfactorily rendered, in accordance with the terms and conditions of this Agreement including the Attachment 1, Attachment 2, and Attachment 3; and upon receipt and approval of invoice(s), the Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) agrees to reimburse Contractor for actual expenditures for said tasks, no more frequently than monthly in arrears, in accordance with the rates specified in Attachment 3 – Cost Worksheet. The Delta Conservancy will not accept an invoice for which work has not been approved or is outside of the agreement term and will return the invoice as a disputed invoice to the Contractor.
- B. The Delta Conservancy will only reimburse for expenses incurred during the agreement period.
- C. Progress on tasks and deliverables is to be substantiated in the monthly reports from the Contractor.
- D. Invoices shall be submitted not more frequently than monthly in arrears and only after the Contractor receives notice of satisfactory completion or acceptance of work progress by the Conservancy's Project Manager. Contractor shall submit one (1) original invoice to the address below:

Sacramento-San Joaquin Delta Conservancy
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691

Invoices must be printed on Contractor's letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the task performed under this agreement. Invoices must also at a minimum include the following information:

- Contract agreement number
- Invoice number
- Invoice date
- Performance period
- Description of the work performed
- Itemized cost breakdown by Task and Deliverable at the same or greater level of detail as indicated in this agreement
- Original receipts of actual out-of-pocket expenses (must be pre-approved by the Conservancy Program Manager)
- Total dollar amount being billed for the statement period, within the term of the agreement

- Contractor's signature

In addition, the Contractor will be required to build the cost of travel into hourly rates as proposed, and must meet State of California travel reimbursement standards.

- E. Monthly invoices submitted for payment must be submitted within 30 days following the end of each calendar month in which the work was performed and costs incurred in the scope of the Agreement, unless the agreement has reached the expiration/termination date (see item 5 below, "Timely Submission of Final Invoice") or alternate deadline that is agreed to in writing by the Conservancy Program Manager.

Undisputed invoices shall be paid within 45 days of the date received by the Conservancy's Contracted Fiscal Services, Accounts Payable Unit.

Costs and/or expenses deemed unallowable are subject to recovery by the Conservancy, see item 7 below, "Recovery of Overpayments".

- F. Invoices shall be paid based on actual expenses incurred and shall not exceed the total amount of this agreement. In the event actual expenditures differ from the estimated amounts of the budget, the Contractor's Project Representative and the Conservancy's Program Manager may re-negotiate specific line-item amounts provided the overall total project cost does not exceed the total agreement value. See Budget Modifications in # 7 below.

3. STATE BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. If funding for any fiscal year is not obligated by the funder, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

5. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the Conservancy Program Manager. The final invoice must be clearly marked "**FINAL INVOICE**", thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Conservancy Program Manager prior to the expiration or termination date of this agreement.

6. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this agreement.

7. BUDGET MODIFICATIONS

- A. Changes to the line-item budget within a task may be made (not to exceed 10% of the line item) without formal amendment and not to exceed the total dollar amount of the agreement provided the Contractor adequately documents the need for the changes and all of the following requirements are met:
 - The Contractor submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.
 - The Conservancy approves such changes in writing prior to implementation. The Conservancy shall have thirty (30) calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.
- B. Any budget change not meeting the above conditions, including the addition of the new line items, shall be by formal agreement amendment.

8. RECOVERY OF OVERPAYMENT

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or audit finding that is appealed and upheld, will be recovered by the State and/or federal government by one of the following options:
 - I. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
 - II. A repayment schedule which is agreeable in writing to both the State and the Contractor.
- B. The State reserves the right to select which option will be enforced and the Contractor will be notified by the State in writing of the claim option to be utilized.

If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.