

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND
SAN MATEO COUNTY DIVISION OF ENVIRONMENTAL HEALTH
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on _____, 2008, between the City/County Association of Governments ("C/CAG") and San Mateo County Division of Environmental Health, hereinafter referred to as Consultant.

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG has determined that consulting assistance is required to facilitate the implementation of the Countywide Water Pollution Prevention Program; and

WHEREAS, Consultant has the capacity and is willing to provide C/CAG with such assistance and services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Rendition of Services. Consultant agrees to provide C/CAG with the assistance and services as described in Exhibit A.
2. Payment. In consideration of Consultant providing the assistance and services described in Exhibit A, C/CAG shall reimburse Consultant at the rates shown in Exhibit B, not to exceed a maximum of two-hundred ninety-two thousand twenty-eight dollars (\$292,028) under this Agreement for fiscal year 2007-08.
3. Term of Agreement. This Agreement shall commence on July 1, 2007, and shall continue until June 30, 2008 unless terminated by either party upon thirty (30) days prior written notice.
4. Indemnifications and Liability. C/CAG shall indemnify, keep and save harmless Consultant against any and all suits, claims or actions arising out of any intentional, reckless, or negligent conduct by C/CAG, its agents or employees in the course of C/CAG's performance of its responsibilities under this Agreement.

Consultant shall indemnify, keep and save harmless C/CAG, its directors, officers, employees and agents against any and all suits, claims or actions arising out of any

If to County: San Mateo County Division of Environmental Health
Attn: Dean Peterson, Director
455 County Center
Redwood City, CA 94063

12. Severability. If one or more of the provisions or paragraphs of this Agreement shall be found to be illegal or otherwise void or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS HEREOF, the parties have caused this Agreement to be entered into as of the day and year set forth on page one of this Agreement.

COUNTY OF SAN MATEO

Attest:

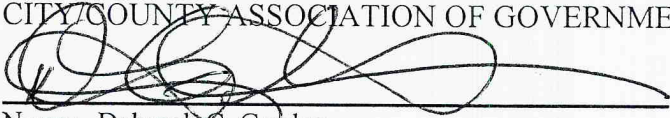
By _____
Clerk of Said Board

Adrienne Tissier, President
Board of Supervisors

Date _____

Dated: _____

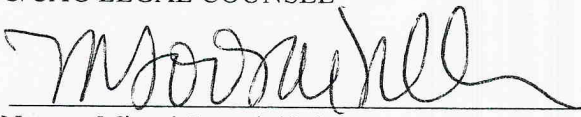
~~CITY/COUNTY ASSOCIATION OF GOVERNMENTS~~



Name: Deborah C. Gordon
Title: Chair

Dated: 2/25/08

C/CAG LEGAL COUNSEL



Name: Miruni Soosaipillai
Title: C/CAG Legal Counsel

EXHIBIT A

CONSULTANT SCOPE OF WORK AND BUDGET

Proposed Scope of Services

The goals of the Public Information and Participation Subcommittee as set forth in the Management Plan are:

- To educate the public about the causes of stormwater pollution and its serious effects on the quality of local creeks, lagoons, shorelines, and neighborhoods;
- To encourage residents to adopt less polluting and more environmentally beneficial practices; and
- To increase residents hands-on involvement in the San Mateo Countywide Water Pollution Prevention Program's activities.

To assist the Program with implementing its Stormwater Management Plan, complying with Performance Standards, and the requirements in the Program's current NPDES, we propose the following workplan for fiscal year 07/08 on the attached spreadsheet for your review, with the corresponding permit requirements.

In addition, the Division can provide additional resources to produce stormwater outreach materials that cover the goals and requirements of PI/P. Below are some examples:

Mercury campaign - Fluorescent Lamp Collection Strategy

Mercury is a NPDES pollutant of concern found in common household products, most frequently found in fluorescent lamps and bulbs. More and more households use fluorescent lamps and bulbs because they are more energy efficient. According to a report entitled, "Household Universal Waste Generation in California, August 2002", there were 15,555,556 fluorescent lamps sold in California in the year 2001. In February of 2006, the new Universal Waste Rule went into effect, making it illegal for residents to throw out fluorescent lamps, and other universal waste items. Disposal options for residents were and are limited to Household Hazardous Waste Program events by appointment, two voluntary retail store drop-offs, and drop-offs at the garbage companies in San Mateo County. It is important that residents know that fluorescent lamps must not be thrown out in the trash, and that they are properly disposed of. Because of this and the large amount of fluorescents bulbs used, there is a need to have more disposal options, and greater targeted outreach for our residents.

As part of our PI/P 06/07 Work Plan for the Program's Mercury Campaign, we were successful in securing additional funding to implement public outreach on mercury containing products through a Household Hazardous Waste Grant from the California Integrated Waste Management Board. This allows us to initiate take-back programs with local retail stores in San Mateo County, in order to provide additional disposal options for residents. In collaboration with this grant and the PI/P 07/08 proposed budget, we will continue to further promote the Mercury Campaign.

Integrated Outreach

Collaborate with Recycleworks, the Household Hazardous Waste Program and the Universal Waste Coordinator to develop an outreach presentation that incorporates a combined pollution prevention message that can be presented to organizations, community groups, and business groups. We will develop an easily understood and user-friendly presentation. We will initiate presentations, and use feedback surveys to further develop and change the presentation, to ensure that the presentation is a success. We would then make this presentation available to all city PI/P representatives, offering a train-the-trainer workshop, in order for us to streamline the message of pollution prevention in an easily accessible and user friendly way. We propose in FY 07/08 to collaborate with these two groups, and develop a presentation. In FY 08/09 we will initiate presentations at community meetings for outreach and obtain feedback. In FY 09/10 we propose a train-the-trainer workshop meeting with PI/P city representatives and other interested parties in order to present each member with tools for carrying out further outreach in their city.

In addition, the Division produces the Pollution Prevention Calendar and bi-yearly Newsletter integrating the stormwater pollution prevention message. This provides a resource to the public on where to take used motor oil and household hazardous products for proper disposal, so they do not end up in the storm drain. Furthermore, the Division utilizes inspectors to educate business owners and the public on Best Management Practices and pollution prevention.

EXHIBIT B

DIVISION OF ENVIRONMENTAL HEALTH HOURLY RATES

Task	2007-2008	Task Description	Hours 2007	Hours 2008	Total Hours	Cost	Materials Cost	Total
4.1		Implement and Assist with the Performance Standards	\$110	\$114				
	4.1.1	Performance Standards Assist municipalities to understand and implement standards. Provide list of suggestions to improve standards	10	10	20	\$ 2,240.00 \$ 2,240.00	\$ -	\$ 2,240.00
4.2		Assist with Regulatory Compliance and Planning						
	4.2.1	Provide support to P/IP Attend 6 monthly meetings and assist chair with preparation, discussion topics and handouts. Meeting attendance Meeting preparation materials	18 24	18 24	84	\$ 9,408.00 \$ 4,032.00 \$ 5,376.00	\$ 500.00	\$ 9,908.00
	4.2.2	Annual Report Assist EOA in preparing the P/IP section of the Annual Report	40	40	80	\$ 8,960.00 \$ 8,960.00	\$ -	\$ 8,960.00
	4.2.3	Mercury campaign - Fluorescent Lamp Collection Strategy Collaborate with San Mateo County Environmental Health to implement Vendor Take Back (VTB) or Legislative ordinance for Universal Waste including Fluorescent Lamps and other emerging contaminants and chemicals of concern.	50	50	100	\$ 11,200.00 \$ 11,200.00	\$ -	\$ 11,200.00
4.3		Encourage Public Involvement, Outreach, and Education						
	4.3.1	Point of Purchase - IPM Point of Purchase Campaign 12 meetings - 4 hours including travel time Store visits and set up - 21 stores 3 hrs each + correspondence, training coordination Materials-signage, books, etc	24 100	24 100	248 200	\$ 27,776.00 \$ 5,376.00 \$ 22,400.00	\$ 6,000.00	\$ 33,776.00
	4.3.2	Website Provide ongoing design and updating support for website quarterly meetings with subcommittee working group. Geographic Information System interface Contract Administration	30 16 10	30 16 10	112	\$ 12,544.00 \$ 6,720.00 \$ 3,584.00 \$ 2,240.00	\$ 20,000.00 \$ 10,000.00 \$ 10,000.00	\$ 32,544.00
	4.3.3	Promotional Items, pamphlets, displays, and exhibit items Assist in purchasing promotional items for fair Reprint brochures	0 40	10 40	90	\$ 10,100.00 \$ 1,140.00 \$ 8,960.00	\$ 16,500.00 \$ 6,500.00 \$ 10,000.00	\$ 26,600.00
	4.3.4	Outreach development PR Firm Continue work with PR or graphics firm to develop public recognition of program. Retain services for ongoing outreach and graphic development. Interface with other subcommittees on graphic/brochure development needs Contract Administration	20	20	60	\$ 6,720.00 \$ 4,480.00 \$ 2,240.00	\$ 5,000.00 \$ 5,000.00	\$ 11,720.00
	4.3.5	Produce Spanish newsletter and insert in Spanish language Newspapers Work with translator to produce insert for Newsletter Insert in Spanish language newspaper.	10	10	20	\$ 1,710.00 \$ 570.00 \$ -	\$ 1,550.00 \$ 1,000.00 \$ 550.00	\$ 3,260.00

Task	2007-2008	Task Description	Hours 2007	Hours 2008	Total Hours	Cost	Materials Cost	Total
		Contract Administration/Evaluation	0	10	10	\$ 1,140.00		
	4.3.6	Elementary Outreach		40	40	\$ 4,480.00	\$ 10,000.00	\$ 14,480.00
		Contract Administration	20	20	40	\$ 4,480.00	\$ 10,000.00	
		Partner with the Used Oil Program to have School Assembly group perform at County Elementary Schools.						
	4.3.7	Teacher Training Workshops for Gardening & Healthy Schools			40	\$ 4,480.00	\$ 32,500.00	\$ 36,980.00
		Teacher workshop + teacher stipends					\$ 15,000.00	
		Healthy Schools Inside and Out workshop for teachers and custodians					\$ 12,000.00	
		Garden Registration program (for 10 school or community gardens)					\$ 5,500.00	
		Contract Administration and Evaluation	20	20	40	\$ 4,480.00		
	4.3.8	Cable Television commercials		40	40	\$ 4,560.00	\$ 20,000.00	\$ 24,560.00
		Run commercials on cable	0	40	40	\$ 4,560.00	\$ 20,000.00	
		Contract						
	4.3.9	Trash Campaign Research and implementation			120	\$ 24,760.00	\$ 15,000.00	\$ 39,760.00
		Coordinate coastal cleanup with CA. Coastal Commission and creek and beach cleanup site leaders. Integrate social marketing theory to develop outreach that targets trash sources of concern. Partner with solid waste agencies to reduce use of plastic bags.	80	40	120	\$ 13,360.00	\$ 5,000.00	
		Coastal Cleanup coordination		100	100	\$ 11,400.00	\$ 10,000.00	
		Implement community outreach program developed through 06-07 workplan.						
4.4		Assist with Focused Staff Training						
	4.4.1	Focused Staff training			40	\$ 4,560.00	\$ 5,000.00	\$ 9,560.00
		Develop training videos based on live training provided to TAC and other subcommittees - contract with DeAnza College					\$ 5,000.00	
		Work with contractor to develop and edit cds about Inspector Training.	0	40	40	\$ 4,560.00		
		cd copies # per city						
4.5		Collaborate with Other Groups						
	4.5.1	Community Outreach Grants - Collaborate with Volunteer Groups			33	\$ 3,630.00	\$ 450.00	\$ 4,080.00
		Provide STOPPP with an application to be distributed by the SC.						
		Update application	8	0	8	\$ 880.00		
		Update database and organize mailing distribution	20	0	20	\$ 2,200.00		
		mailing printing					\$ 450.00	
		press release	5		5	\$ 550.00		
	4.5.2	Assist other STOPPP committees			120	\$ 13,440.00	\$ -	\$ 13,440.00
		Work with EOA and other subcommittees to integrate P/IP activities with the general program components, developing public, municipal and commercial pollution prevention outreach materials, programs and trainings.	60	60	120	\$ 13,440.00		
	4.5.3	Integrated Outreach						
		Collaborate with Recycleworks, the Household Hazardous Waste Program, and the Universal Waste Specialist to develop combined outreach. Work together to initiate incorporated presentations.	40	40	80	\$ 8,960.00		\$ 8,960.00
			605	777	1,242	\$ 150,568	\$ 132,500	\$ 292,028

CONTRACT INSURANCE APPROVAL

DATE:

2/28/08

TO:

Faiza Steele

FAX: 363-4864

PONY: HRD 163

FROM:

Mary Jappan

PHONE: 4396

FAX:

PONY:

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: City/County Assoc. of Governments
C CAG

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
Faiza Steele
Risk Management Analyst

05/08
Date