

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

THIS AGREEMENT is entered into on \_\_\_\_\_, 2008, between the City/County Association of Governments ("C/CAG") and San Mateo County, 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 A, not to exceed a maximum of three-hundred eleven thousand three-hundred twenty dollars (\$311,320) under this Agreement for fiscal year 2008-09.
3. Term of Agreement. This Agreement shall commence on July 1, 2008, and shall continue until June 30, 2009 unless terminated by either party upon thirty (30) days prior written notice.
4. Relationship of Parties. It is expressly understood that this is an agreement between two (2) independent entities and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and C/CAG is to create an independent contractor relationship.

5. 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 intentional, reckless or negligent conduct by Consultant in the course of his performance of the responsibilities under this Agreement.

6. Workers' Compensation Coverage. C/CAG shall not be liable for any workers' compensation benefits payable to Consultant for performing services under this Agreement.

7. Assignment and Delegations. Neither C/CAG nor Consultant shall assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the other party. Any attempt, not in accordance with this paragraph, to assign or delegate rights or obligations under this Agreement shall be ineffective, null and void.

8. Termination. In the event of termination of this Agreement for reasons other than Consultant's breach of the Agreement, Consultant shall be compensated for all services performed to the termination date together with reimbursable costs then due.

9. Non Discrimination. The parties shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

10. Applicable Law. This Agreement, its interpretations and enforcement shall be governed by the laws of the State of California.

11. Binding on Successors. This Agreement is binding on and inures to the benefit of the successors of the parties.

12. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when sent, and shall be given by personal service or by certified mail, return receipt requested, to the address set forth below or to such other addresses that may be specified in writing to all parties to this Agreement.

If to C/CAG: C/CAG Executive Director  
555 County Center, 5th Floor  
Redwood City, CA 94063

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

13. 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.

14. Amendment of Agreement and Merger Clause. This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto with regard to the Services that are the subject hereof and correctly states the rights, duties and obligations of each party with regard thereto as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions in the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties regarding the Services that are the subject hereof not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

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**

\_\_\_\_\_  
Adrienne Tissier, President  
Board of Supervisors

Attest:

Date \_\_\_\_\_

By \_\_\_\_\_  
Clerk of Said Board

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS**

\_\_\_\_\_  
Name: Deborah C. Gordon  
Title: Chair

Dated: \_\_\_\_\_

**C/CAG LEGAL COUNSEL**

\_\_\_\_\_  
Name: Lee A. Thompson  
Title: C/CAG Legal Counsel

Dated: \_\_\_\_\_

EXHIBIT A

CONSULTANT SCOPE OF WORK AND BUDGET

## PIP Work Plan and Budget July 2008 – June 2009

### PIP Management Tasks

1. Meeting Preparation: Create Agenda, prepare presentations, organize and transport materials, send reminders to PIP members
2. Meeting Attendance: 6 meetings per year
3. Meeting Follow-up: Meeting Minutes
4. 2 half yearly reports: due July and January
5. Annual report due July/August
6. County Fair planning, training, and setup

#### Budget

PIP support tasks (84 hours)  
Report related tasks (80hrs)

		FY 08/09	
		2008	2009
hourly rates		<b>\$114</b>	<b>\$144</b>
		\$4,788	\$6,048
		\$4,560	\$5,760
<b>Total</b>		<b>\$21,156</b>	

### C.7.b. Advertising Campaign

#### Goal:

Participate in or contribute to an advertising campaign with the goal of significantly increasing overall awareness of stormwater runoff pollution prevention messages and behavior changes in target audience. Advertising campaigns/media buys shall target the two pollutants of concern, trash/littering waterways and pesticides, with two separate media campaigns.

1. Cable Television: Sweeper Commercial
2. Media Campaign: Trash - Cigarette butt litter focus

#### Budget

Cable television contract administration (20 hours)  
Cable television contract  
Trash campaign to supplement Coastal Cleanup Day (80 hours)  
Trash campaign materials/Ads/implementation

		FY 08/09	
		2008	2009
hourly rates		<b>\$114</b>	<b>\$144</b>
		\$1,140	\$1,440
		\$20,000	
		\$4,560	\$5,760
		\$9,000	
<b>Total</b>		<b>\$41,900</b>	

### C.7.c. Media Relations – Use of Free Media

#### Goal:

Participate in or contribute to a media relations campaign. Maximize use of free media/media coverage with the objective of significantly increasing overall awareness of stormwater pollution prevention messages and associated behavior change in target audiences, and to achieve public awareness goals.

1. Press releases: 6 per year
2. Research free media
3. Develop press kit
4. Advertise through free media

**Budget**

Six press releases (30 hours)  
Other media relations tasks (40 hours)  
Materials

		FY 08/09	
		2008	2009
hourly rates	\$114	\$144	
	\$1,710	\$2,160	
	\$2,280	\$2,880	
		\$500	
<b>Total</b>		\$9,530	

**C.7.d. Stormwater Point of Contact**

**Goal:**

Individually or collectively create and maintain a point of contact (e.g., phone number or website) to provide the public with information on watershed characteristics and stormwater pollution prevention alternatives. Municipalities - maintain current point of contact.

1. Maintain website
2. Respond to phone calls and emails that come in from the public and municipalities.

**Budget**

Website maintenance and call/email response (80 hours)

		FY 08/09	
		2008	2009
hourly rates	\$114	\$144	
	\$4,560	\$5,760	
<b>Total</b>		\$10,320	

**C.7.e. Public Outreach Events**

**Goal:**

Participate in and/or host events (e.g., community events, street fairs and farmers markets) to reach a broad spectrum of the community with both general and specific stormwater runoff pollution prevention messages.

1. Staff 8 events per year
2. Preparation for events
3. Driving time, setup, and take down

**Budget**

3 events (60 hours)  
5 events (100 hours)

		FY 08/09	
		2008	2009
hourly rates	\$114	\$144	
	\$6,840		\$14,400
<b>Total</b>		\$21,240	

**C.7.f. Watershed Stewardship Collaborative Efforts**

**Goal:**

Individually or collectively encourage and support watershed stewardship collaborative efforts of community groups. Coordinate with existing groups to further stewardship efforts.

Municipalities - may continue to support local creek groups or watershed councils.

1. Community Action Grant- Update application, recipient database, print postcards, send
2. Support development of Watershed Protection Ordinance – meetings, collaboration, etc.

**Budget**

Community Action Grant: Update application (8hours)  
 Update database and execute mailing (20 hours)  
 Support development of Watershed Protection Ordinance (24 hours)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$912	
\$2,280	
\$1,368	\$1,728
<b>Total</b>	<b>\$6,288</b>

**C.7.g. Citizen Involvement Events****Goal:**

Individually or collectively support citizen involvement events which provide the opportunity for citizens to directly participate in water quality and aquatic habitat improvement.

1. Coordinate California Coastal Cleanup Day
2. Support creek cleanups and other community group/non-profit events.

**Budget**

CA Coastal Clean-up Day (100 hrs in first half , 120 hours in second half)  
 Materials  
 Support creek cleanups & other events (20 hours)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$11,400	\$17,280
	\$5,000
\$1,140	\$1,440
<b>Total</b>	<b>\$36,260</b>

**C.7.h. School-Age Children Outreach****Goal:**

Individually or collectively implement outreach activities designed to change specific behaviors and/or increase awareness in school-age children (K through 12), with the objective of significantly increasing their overall awareness of stormwater and/or watershed message(s) and to cause behavior change(s).

1. School Gardens or Kids in Creeks: Contractor
2. School Assemblies: Zun Zun

**Budget**

School Gardens contract administration (40 hours)  
 Contractor  
 School Assemblies contract administration (20 hours)  
 Materials and service contracts(annual)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$2,280	\$2,880
	\$20,000
\$1,140	\$1,440
	\$15,000
<b>Total</b>	<b>\$42,740</b>

**C.7.i. General Outreach Materials****Goal:**

Prepare and use outreach materials (e.g., printed materials, newsletter/journal articles, videos, other). As needed, develop or acquire and use materials that contribute to an increase in overall awareness of stormwater quality issues. Provide information through a variety of means.



1. Provide outreach materials to organizations, individuals, and municipalities. Respond to requests for materials, store/organize materials, send, deliver, or prepare for pickup of materials.
2. Research and purchase promotional items for County Fair
3. Develop Stormwater brochure for residents
4. Produce Spanish newsletter

**Budget**

Materials procurement and handling (120 hours)  
 Promotional Items: Purchase cost and Printing Fees  
 Staff time to contract for design services (60 hours)  
 Produce Spanish Newsletter staff time (40 hours)  
 Contract for translation, printing and distribution

		FY 08/09	
		2008	2009
hourly rates		\$114	\$144
		6840	\$8,640
			\$20,000
		\$3,420	\$4,320
		\$2,280	\$2,880
		3400	3400
<b>Total</b>		\$55,180	

**C.7.j. Commercial/Industrial/ Illicit Discharge-Related Outreach**

**Goal:**

Conduct or enhance existing outreach to at least one of the following or similar categories each year, based on the most prevalent type of activities and discharges within their jurisdiction: (1) Contracting, concrete work, painting, remodeling/lot finishing activities; (2) Washing activities (e.g., vehicle and pavement washing); (3) Community car washes (fundraisers); (4) Dumping (roadside or directly to water body); (5) Mobile washers (including carpet cleaners, vent hood filter cleaners); (6) Restaurants; (7) Door Hangers in areas where unidentified illicit discharges have occurred.

1. Participate in CII Work Group
2. Coordinate with EOA for printing and development of outreach pieces.

**Budget**

CII participation & work group meetings, follow-up (48 hours)

		FY 08/09	
		2008	2009
hourly rates		\$114	\$144
		\$2,736	\$3,456
<b>Total</b>		\$6,192	

**C.7.i. Research Surveys, Studies, Focus Groups**

**Goal:**

As part of the implementation of Provision C.7.b advertising campaigns for trash abatement and pesticide use reduction, identify and quantify the following: (1) Audiences; (2) Knowledge; (3) Trends; and (4) Attitudes and/or practices.

1. Telephone survey: focus on trash & pesticide knowledge

**Budget**

Survey contract administration (40hours)  
 Survey Contract

		FY 08/09	
		2008	2009
hourly rates		\$114	\$144
			\$5,760
			\$15,000
<b>Total</b>		\$20,760	

**C.9.h. Pesticides Public Outreach**

**Goal:**

Conduct outreach to consumers at the point of purchase. Participate in and provide resources for the "Our Water, Our World" program or a functionally equivalent pesticide use reduction outreach program. Conduct outreach to residents who use or contract for structural or landscape pest control. Provide information to residents about "Our Water, Our World" Conduct outreach to pest control operators (PCOs) and landscapers.

1. Maintain 22 retail OWOW partnerships – visit stores twice a year to update shelf talkers and fact sheets, materials
2. Participate in IPM Regional meetings and Bay Friendly regional meetings
3. Conduct store trainings for store employees about OWOW program
4. Presentations and outreach to professional landscapers, home gardeners, and college students taking landscape classes.
5. Purchase materials for OWOW program, Bay Friendly Gardening, and others on sustainable gardening, and pest management.

Budget	hourly rates	FY 08/09	
		2008	2009
Outreach related tasks by staff (248 hours)		\$114	\$144
Materials		\$14,136	\$17,856
	<b>Total</b>	\$6,000	\$37,992

**C.11.a. Mercury Collection and Recycling Implemented throughout the Region**

**Goal:**

Promote, facilitate, and/or participate in collection and recycling of mercury containing devices and equipment at the consumer level (e.g., thermometers, thermostats, switches, bulbs).

1. Coordinate with County Environmental Health for collection and recycling of mercury containing fluorescent bulbs; and for setting up retail take-back partnerships.
2. Purchase materials for in-store use.

**Budget**

Budget	hourly rates	FY 08/09	
		2008	2009
Retail take back Fluorescent Lamp, staff time (0 hours to C/CAG)		\$114	\$144
Materials for in-store use (signs to attract and educate public)			\$1762
	<b>Total</b>		\$1762

**BUDGET TOTALS**

All tasks \$311,320