

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

THIS AGREEMENT is entered into on _____, 2009, 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 two-hundred ninety-six thousand nine-hundred twenty-eight dollars (\$296,928) under this Agreement for fiscal year 2009-10.
3. Term of Agreement. This Agreement shall commence on July 1, 2009, and shall continue until June 30, 2010 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 this 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

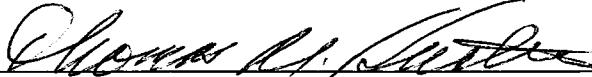
Mark Church, President
Board of Supervisors

Attest:

Date _____

By _____
Clerk of Said Board


CITY/COUNTY ASSOCIATION OF GOVERNMENTS



Thomas M. Kaster, Chair

Dated: August 11, 2009

C/CAG LEGAL COUNSEL



Dated: 9/13/09

EXHIBIT A

CONSULTANT SCOPE OF WORK AND BUDGET

EXHIBIT A

CONSULTANT SCOPE OF WORK AND BUDGET

2009-2010 PIP Workplan: Contractor Support

C.7. Public Information and Outreach

Each Permittee shall increase the knowledge of the target audiences regarding the impacts of stormwater pollution on receiving water and potential solutions to mitigate the problems caused; change the waste disposal and runoff pollution generation behavior of target audiences by encouraging implementation of appropriate solutions; and involve various citizens in mitigating the impacts of stormwater pollution.

C.7.a Storm Drain Inlet Marking

- i. **Task Description** – Permittees shall mark and maintain at least 80 percent of municipally-maintained storm drain inlets with an appropriate stormwater pollution prevention message, such as “No dumping, drains to Bay” or equivalent. At least 80% of municipally-maintained storm drain inlet markings shall be inspected and maintained at least once per 5-year permit term. For newly approved, privately maintained streets, Permittees shall require inlet marking by the project developer upon construction and maintenance of markings through the development maintenance entity. Markings shall be verified prior to acceptance of the project.
- ii. **Implementation Level**
 - (1) Inspect and maintain markings of at least 80 percent of municipality maintained inlets to ensure they are legibly labeled with a no dumping message or equivalent once per permit term.
 - (2) Verify that newly developed streets are marked prior to acceptance of the project.
- iii. **Reporting**
 - (1) In the 2013 Annual Report, each Permittee shall report prior years’ annual percentages of municipality maintained inlet markings inspected and maintained as legible with a no dumping message or equivalent.
 - (2) In the 2013 Annual Report, each Permittee shall report prior years’ annual number of projects accepted after inlet markings were verified.

Workplan Element A:

Task	Staff Costs	Other Costs	Subtotal
No contractor support	\$0	\$0	\$0

C.7.b. Advertising Campaigns

i. Task Description – Permittees shall participate in or contribute to advertising campaigns on trash/litter in waterways and pesticides with the goal of significantly increasing overall awareness of stormwater runoff pollution prevention messages and behavior changes in target audience.

ii. Implementation Level

- (1) Target a broad audience with two separate advertising campaigns, one focused on reducing trash/litter in waterways and one focused on reducing impact of urban pesticides. The advertising campaigns may be coordinated regionally or county-wide.
- (2) Permittees shall conduct a pre-campaign survey and a post-campaign survey to identify and quantify the audiences' knowledge, trends, and attitudes and/or practices; and to measure the overall population awareness of the messages and behavior changes achieved by the two advertising campaigns. These surveys may be done regionally or county-wide.

iii. Reporting

- (1) In the Annual Report following the pre-campaign survey, each Permittee (or the Countywide Program, if the survey was done county-wide or regionally) shall provide a report of the survey completed, which at minimum shall include the following:
 - A summary of how the survey was implemented.
 - A copy of the survey.
 - A copy of the survey results.
 - An analysis of the survey results.
 - A discussion of the outreach strategies based on the survey results.
 - A discussion of the planned or future advertising campaigns to influence awareness and behavior changes regarding trash/litter and pesticides.
- (2) In the Annual Report following the post campaign survey, each Permittee (or the Countywide Program, if survey was done county-wide or regionally) shall provide a report of the survey completed, which at minimum shall include the information required in the pre-campaign report (C.7.b.iii.(1)) and the following:
 - A discussion of the campaigns.
 - A discussion of the measurable changes in awareness and behavior achieved.
 - An update of outreach strategies based on the survey results.

Workplan Element B:

Task	Staff Costs	Other Costs	Subtotal
Urban Pesticide Campaign (Year 1 of 5)			\$ 15,600
Research & Identify data on problem pesticides. Some resources include: TMDL information from the Water Board & monitoring information from Urban Pesticide Committee and SF Estuary Institute.	\$4,320 (30 hours)		
Define the driving forces, goals, and objectives of the Pesticide Outreach Ad Campaign. Formulate plan of action (start to identify audience using 08/09 survey results and next steps).	\$2,880 (20 hours)		
Support regional ad campaign focused on trash. Attend BASMAA meetings. Arrange for more coverage of regional ad campaign in our County.	\$7,200 (50 hours)	\$1,200 materials or printing	

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

- i. **Task Description** – Permittees shall 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 goals.
- ii. **Implementation Level** – Conduct a minimum of six pitches (e.g., press releases, public service announcements, and/or other means) per year at the county-wide program and/or regional level.
- iii. **Reporting** – In each Annual Report, each Permittees shall include the details of each media pitch, such as the medium, date, and content of the pitch.

Workplan Element C:

Task	Staff Costs	Other Costs	Subtotal
Six Pitches			\$12,080
1. Press release on first rainfall	\$1440 (10 hours)		
2. TV spot 1 distributed via local access TV stations	\$2880 (20 hours)	\$0 to air spots \$1000 to update	
3. TV spot 2 distributed via local access TV stations	\$1440 (10 hours)	\$ 0 to air spots \$1000 to update	
4. Press release on Coastal	\$1440		

Cleanup	(10 hours)		
5. Car wash press release	\$1440 (10 hours)		
6. IPM Program Press Release on OWOW stores.	\$1440 (10 hours)		

C.7.d Stormwater Point of Contact

- i. **Task Description** – Permittees shall 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.
- ii. **Implementation Level** – Maintain and publicize one point of contact for information on stormwater issues. Permittees may combine this function with the complaint/spill contact required in C.5.
- iii. **Reporting** – In the 2010 Annual Report, each Permittees shall discuss how this point of contact is publicized and maintained. If any change occurs in this contact, report in subsequent annual report.

Workplan Element D:

Task	Staff Costs	Other Costs	Subtotal
			\$26,784
1. Publish contact info on website, printed materials, PSAs, press releases.	\$1440 (10 hours)		
2. Respond to emails and calls from PIP members and public.	\$8640 (60 hours)		
3. Maintain website, updating on request of PIP and other subcommittees, and with program needs.	\$14,400 (100 hours)		
4. Track emails, call, and website visitor traffic.	\$2304 (16 hours)		

C.7.e Public Outreach Events

- i. **Task Description** – Participate in and/or host events such as fairs, shows, workshops, (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. Pollution prevention messages shall include encouraging residents to (1) wash cars at commercial car washing facilities, (2) use minimal detergent when washing cars, and (3) divert the car washing runoff to landscaped area.
- ii. **Implementation Level** – Each Permittee shall annually participate and/or host the number of events according to its population, as shown in the table below:

Table 7.1 Public Outreach Events¹

Permittee Population	Number of Outreach Events
< 10,000	2
10,001– 40,000	3
40,001 – 100,000	4
100,001 – 175,000	5
175,001 – 250,000	6
> 250,000	8
Non-population-based Permittees ²	6

Should a public outreach event contain significant citizen involvement elements, the Permittee may claim credit for both Public Outreach Events (C.7.e.) and Citizen Involvement Events (C.7.g.).

- iii. **Reporting** – In each Annual Report, each Permittees shall list the events (name of event, event location, and event date) participated in and assess the effectiveness of efforts with appropriate measures (e.g., success at reaching a broad spectrum of the community, number of participants compared to previous years, post-event survey results, quantity/volume materials cleaned up and comparisons to previous efforts).

Workplan Element E:

Task	Staff Costs	Other Costs	Subtotal
			\$58,320
1. Develop carwash materials for public outreach event use	\$4320 (30 hours)	\$3000 Printing and promotional items	
2. Execute 10 events in 10 different cities to help cities meet requirements. Prioritize cities that have more event requirements; and track events by geographic spread.	\$28,800 (200 hours)	\$10,000 materials	
3. Execute 1 county-wide event, with a 1-2 day duration.	\$7200 (50 hours)	\$ 5000 materials	

C.7.f Watershed Stewardship Collaborative Efforts

- i. **Task Description** – Permittees shall individually or collectively encourage and support watershed stewardship collaborative efforts of community groups such as

¹ Permittees may claim individual credits for all events in which their Countywide Program or BASMAA participates, supports, and/or hosts, which are publicized to reach the Permittees jurisdiction.

² Alameda County Flood Control and Water Conservation District, Contra Costa Flood Control and Water Conservation District, Fairfield-Suisun Sewer District, Santa Clara Valley Water District, Vallejo Sanitation and Flood Control District, and Zone 7 of the Alameda County Flood Control and Water Conservation District

the Contra Costa Watershed Forum, the Santa Clara Basin Watershed Management Initiative, and “friends of creek” groups. If no such organizations exist, encourage and support development of grassroots watershed groups or engagement of an existing group, such as a neighborhood association, in watershed stewardship activities. Coordinate with existing groups to further stewardship efforts.

ii. **Implementation Level** – Annually demonstrate effort.

iii. **Reporting** – In each Annual Report, each Permittee shall state the level of effort, describe the support given, state what efforts were undertaken and the results of these efforts, and provide an evaluation of the effectiveness of these efforts.

Workplan Element F:

Task	Staff Costs	Other Costs	Subtotal
			\$19,280
1. Research all groups in San Mateo that have a watershed focus (nonprofits, environmental, service groups, etc). Develop a database to organize groups.	\$5,760 (40 hours)		
2. Develop a guide for PIP and public use on all of the groups in the County. This will allow cities to know what groups are in their areas & pertinent information like meeting times, contact person, what they do, and volunteers available.	\$5,760 (40 hours)	\$2,000 limited run print version	
3. Assess needs, and discuss how to meet them in permit years 2 – 5.	\$5,760 (40 hours)		

C.7.g Citizen Involvement Events

i. **Task Description** – Permittees shall individually or collectively, support citizen involvement events, which provide the opportunity for citizens to directly participate in water quality and aquatic habitat improvement, such as creek/shore clean-ups, adopt-an-inlet/creek/beach programs, volunteer monitoring, service learning activities such as storm drain inlet marking, community riparian restoration activities, community grants, other participation and/or host volunteer activities.

ii. **Implementation Level** – Each Permittee annually shall sponsor and/or host the number of citizen involvement events according to its population, as shown in the table below:

Table 7.2 Community Involvement Events³

Permittee Population	Number of Involvement Events
< 10,000	1

³ Permittees can claim individual credit for all events sponsored or hosted by their Countywide Program or BASMAA, which are publicized to reach the Permittee’s jurisdiction.

10,001 – 40,000	1
40,001 – 100,000	2
100,001 – 175,000	3
175,001 – 250,000	4
> 250,000	5
Non-population-based Permittees	2

Should a citizen involvement event contain significant public outreach elements, the Permittee may claim credit for both Citizen Involvement Events (C.7.g.) and Public Outreach Events (C.7.e.).

- iii. **Reporting** – In each Annual Report, each Permittees shall list the events (name of event, event location, and event date) participated in and assess the effectiveness of efforts with appropriate measures (e.g., success at reaching a broad spectrum of the community, number of participants compared to previous years, post-event survey results, number of inlets/creeks/shores/parks/and such adopted, quantity/volume materials cleaned up, data trends, and comparisons to previous efforts).

Workplan Element G:

Task	Staff Costs	Other Costs	Subtotal
			\$50,480
1. Coastal Cleanup Day Coordination [30+ events, spread throughout County]	\$ 43,200 (300 hours)	\$4000 materials	
2. Community Action Grant	\$ 2880 (20 hours)	\$400 printing	

C.7.h School-Age Children Outreach

- i. **Task Description** – Permittees shall individually or collectively implement outreach activities designed to increase awareness of stormwater and/or watershed message(s) in school-age children (K through 12).
- ii. **Implementation Level** – Implement annually and demonstrate effectiveness of efforts through assessment.
- iii. **Reporting** – In each Annual Report, each Permittee shall state the level of effort, spectrum of children reached, and methods used, and provide an evaluation of the effectiveness of these efforts.

Workplan Element H:

Task	Staff Costs	Other Costs	Save/ Add
			\$25,760
1. In –class training, shared with Used Oil	\$ 2880 (20 hrs contract admin)	\$10,000 contractor	
2. Assemblies – Zun Zun (limited number of cities	\$2880 (20 hrs contract	\$10,000 contractor	

with high demand)	admin)		
-------------------	--------	--	--

C.7.i Outreach to Municipal Officials

- i. **Task Description** – Permittees shall conduct outreach to municipal officials. One alternative means of accomplishing this is through the use of the Nonpoint Education for Municipal Officials program (NEMO) to significantly increase overall awareness of stormwater and/or watershed message(s) among regional municipal officials.
- ii. **Implementation Level** – At least once per permit cycle, or more often.

Reporting – Permittees shall summarize efforts in the 2013 Annual Report.

Workplan Element I:

Task	Staff Costs	Other Costs	Subtotal
			\$ 2880
1. Research use of NEMO for 2010 – 2011 training.	\$1440 (10 hours)		
2. Research other options	\$1440 (10 hours)		

C.9. Pesticides Toxicity Control

C.9.h Public Outreach (may be done jointly with other Permittees, such as through CASQA or BASMAA and/or the Urban Pesticide Pollution Prevention Project)

- iii. **Point of Purchase Outreach:** Permittees shall:
 - (1) Conduct outreach to consumers at the point of purchase;
 - (2) Provide targeted information on proper pesticide use and disposal, potential adverse impacts on water quality, and less toxic methods of pest prevention and control; and
 - (3) Participate in and provide resources for the “Our Water, Our World” program or a functionally equivalent pesticide use reduction outreach program.
- iv. **Reporting** – In the Annual Report, Permittees who participate in a regional effort to comply with C.9.h.i. may reference a report that summarizes these actions. All other Permittees shall summarize activities completed and document any measurable awareness and behavior changes resulting from outreach.
- v. **Pest Control Contracting Outreach:** Permittees shall conduct outreach to residents who use or contract for structural or landscape pest control and shall:
 - (1) Provide targeted information on proper pesticide use and disposal, potential adverse impacts on water quality, and less toxic methods of pest prevention and control, including IPM;

management.			
5. Conduct store trainings for store employees about OWOW program	\$2,880 (20 hours)	\$4,000 consultant	

Other Tasks Required to Fulfill the Contract

PIP Support Tasks

Task	Staff Costs	Other Costs	Subtotal
			\$32,832
1. Meeting prep, attendance, follow-up, materials dist.	\$14,400 (100 hours)		
2. Other subcommittee involvement (TAC, CII)	\$6912 (48 hours)		
3. Reporting Annual and semi-annual, + quarterly to CCAG	\$11,520 (80 hours)		

Cost Summary

Staffing by Environmental Health	\$ 239,328 (1662 hours)
Printing and Materials	\$ 31,600
Sub-contacts for services	<u>\$ 26,000</u>
Total	\$ 296,928