

COUNTY OF SAN MATEO Inter-Departmental Correspondence Health System



DATE: July 16, 2010 BOARD MEETING DATE: August 24, 2010 SPECIAL NOTICE/HEARING: None VOTE REQUIRED: Majority

- **TO:** Honorable Board of Supervisors
- FROM: Jean S. Fraser, Chief, Health System Brian J. Zamora, Director, Community Health
- **SUBJECT:** Agreement with the City/County Association of Governments

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute an Agreement with the City/County Association of Governments to provide public outreach services for the National Pollutant Discharge Elimination System permit requirements for the term July 1, 2010 through June 30, 2011, in an amount not to exceed \$299,956.

BACKGROUND:

City/County Association of Governments (C/CAG) is a joint powers agency. It is the administrative and policy-making authority responsible for program implementation and compliance with the National Pollutant Discharge Elimination System (NPDES) permit requirements issued by the California Regional Water Quality Control Board, San Francisco Bay Region. The cities, towns and the County of San Mateo are all co-permittees under a single Phase I NPDES stormwater permit. The San Mateo Countywide Water Pollution Prevention Program (SMCWPPP) funding comes exclusively from C/CAG. C/CAG supports public education and outreach through the distribution of funds to organizations to provide expertise in managing their Public Information and Participation (PIP) Subcommittee.

Environmental Health manages programs that are vital to ensuring hazardous and damaging wastes do not pose a threat to public health or the environment. Since 1999 Environmental Health has received funds annually from C/CAG to manage the PIP Subcommittee with the goal to increase the public's knowledge and understanding of stormwater related issues. Since July 1, 2007, C/CAG has required an agreement to manage the PIP Subcommittee; funds for services will be rendered upon execution of the agreement.

DISCUSSION:

The SMCWPPP strategy to reduce pollution is to increase the number of individuals reached through public education. SMCWPPP employs various methods to increase public education and outreach. Throughout the year, Environmental Health coordinates and disseminates the integrated SMCWPPP, Household Hazardous Waste and Used Oil Collection outreach material at local events such as city festivals and the County Fair, and at school assemblies at many of the elementary schools. In addition, SMCWPPP creates new brochures, promotional items, pamphlets, and a website to disperse the message of water pollution prevention to a greater audience. The projects for FY 2010-11 include teacher training to increase stormwater and watershed awareness by school-age children, continuation of the Integrated Pest Management education and Point of Purchase Campaign, coordination of California Coastal Cleanup Day within the County, and Green Gardener training for landscapers.

Funds granted to Environmental Health under this Agreement are dependent on the availability of C/CAG funds. The Agreement is late due to delays in C/CAG's approval. County Counsel has reviewed and approved the Agreement and Resolution.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by providing the necessary funds to provide outreach and education countywide regarding important environmental protection programs. These programs support Community Health's goal to keep in touch with the community by education and public health messages on how to reduce chemicals and other pollution in our environment and prevent these from reaching our waterways. It is anticipated that outreach and education will reach 37,500 households thereby assisting the community in becoming more environmentally conscious.

Performance Measure(s):

Measure	FY 2009-10	FY 2010-11
	Actual	Projected
Number of households served by	37,500	37,500
Household Hazardous Waste Program		

FISCAL IMPACT:

The term of the Agreement is July 1, 2010 through June 30, 2011. The appropriation and revenue is \$299,956 and is included in the Environmental Health tentatively Adopted FY 2010-11 Budget. There is no Net County Cost associated with this program.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * * *

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS TO PROVIDE PUBLIC OUTREACH SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT REQUIREMENTS FOR THE TERM JULY 1, 2010 THROUGH JUNE 30, 2011, IN AN AMOUNT NOT TO EXCEED \$299,956

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Environmental Health manages programs that are vital in ensuring hazardous and damaging waste does not pose a threat to public health or the environment; and

WHEREAS, the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP) funding comes exclusively from the City/County Association of Governments (C/CAG), a joint powers agency, which is the administrative and policymaking authority responsible for program implementation and compliance with the National Pollutant Discharge Elimination System (NPDES) permit requirements issued by the California Regional Water Quality Control Board, San Francisco Bay Region; and

WHEREAS, C/CAG supports public education and outreach through the distribution of funds to organizations able to provide expertise in managing their

Public Information and Participation (PIP) Subcommittee; and

WHEREAS, the cities, towns and the County of San Mateo are all copermittees under a single Phase I NPDES stormwater permit; and

WHEREAS, since 1999 C/CAG has provided funding to Environmental Health to manage the PIP Subcommittee with the goal to increase the public's knowledge and understanding of stormwater related issues; and

WHEREAS, this Board has been presented for its consideration and acceptance, an Agreement between the County and C/CAG for the term July 1, 2010 through June 30, 2011, to accept available funds not to exceed \$299,956 and has examined and approved the same as to form and content and desires to enter into the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the

President of the Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo and the Clerk of this Board shall attest the President's signature thereto.

* * * * * *

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

THIS AGREEMENT is entered into on ______, 2010, 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-nine thousand nine-hundred fifty-six dollars (\$299,956) under this Agreement for fiscal year 2010-11.

3. Term of Agreement. This Agreement shall commence on July 1, 2010, and shall continue until June 30, 2011 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 2000 Alameda de las Pulgas, Suite 100 San Mateo, CA 94403

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 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

Richard S. Gordon, President Board of Supervisors

Attest:

By__

Date _____

CITY/COUNTY ASSOCIATION OF GOVERNMENTS

oun Kart

Thomas M. Kasten, Chair

Dated: June 10, 2010

Clerk of Said Board

C/CAG LEGAL COUNSEL

Dated: ______ 2010

EXHIBIT A

CONSULTANT WORKPLAN AND BUDGET

SAN MATEO COUNTY ENVIRONMENTAL HEALTH SMCWPPP WORKPLAN FOR 2010-2011

	Item	Vendor/hours BUDGET: HOURI	2010-2011
	PIP SUPPORT TASKS	RATE	149.00
1	PROVIDE SUPPORT TO PIP Salaries	1. <u>1.</u> 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	\$
		125 hours	18,625.00
2	REPORTING	SUBTOTAL	18,625.00
_	Salaries	80 hours	\$ 11,920.00
		SUBTOTAL	\$ 11,920.00
3	ASSIST OTHER SUBCOMM		\$
	Salaries	50 hours	7,450.00
		SUBTOTAL	\$ 7,450.00
		- Mu	\$ TOTAL 37,995.00
3 0	ADVERTISING CAMPAIGN SUPPORT REGIONAL AD C	S (C.7.b) AMPAIGN	,
	Salaries	72 Hours	\$ 10,728.00
			\$ Total 10,728.00
2	MEDIA RELATIONS: USE C LOCAL MEDIA PITCHES)F FREE MEDIA (C.7.c)	
			\$
	Salaries	20 hours	2,980.00
	Salaries	20 hours	2,980.00
D	Salaries STORMWATER POINT OF WEBSITE	1997	2,980.00 \$ TOTAL 2,980.00
D 1	STORMWATER POINT OF	1997	2,980.00
D) 1	STORMWATER POINT OF WEBSITE Salaries	CONTACT (C:7.d)	2,980.00 \$ TOTAL 2,980.00 \$
D	STORMWATER POINT OF WEBSITE	CONTACT (C:7.d)	2,980.00 \$ TOTAL 2,980.00 \$ 19,370.00 \$
D 1	STORMWATER POINT OF WEBSITE Salaries	CONTACT (C.7.d) 130 hours	2,980.00 \$ TOTAL 2,980.00 \$ 19,370.00 \$ 108.00 \$ 19,478.00
D 1	STORMWATER POINT OF WEBSITE Salaries Web Hosting - 1 year RESPOND TO EMAILS &	CONTACT (C.7.d) 130 hours	2,980.00 TOTAL 2,980.00 \$ 19,370.00 \$ 108.00 \$
1	STORMWATER POINT OF WEBSITE Salaries Web Hosting - 1 year RESPOND TO EMAILS & CALLS	CONTACT (C.7.d) 130 hours SUBTOTAL	2,980.00 \$ TOTAL 2,980.00 \$ 19,370.00 \$ 108.00 \$ 19,478.00 \$

	Salaries	150 hours	\$ 22,350.00
	Booth cost		\$ 800.00
		SUBTOTAL	\$ 23,150.00
2	OUTREACH MATERIALS Salaries	130 hours	\$ 19,370.00
	Materials		\$ 10,000.00
2	CAR WASH OUTREACH	SUBTOTAL	\$ 29,370.00
3	Salaries	100 hours	\$ 14,900.00
	Materials		\$ 5,000.00
		SUBTOTAL	\$ 19,900.00
		TOTAL	\$ 72,420.00
F	WATERSHED STEWARDSHIP SAN MATEO COUNTY GROUP	COLLABORATIVE (C.7.f) S UPDATE RESOURCE GUID	E
	Salaries	20 hours	\$
G	CITIZEN INVOLVEMENT EVE	TOTAL NTS (C.7.2)	т
1		NUP DAY	8
	Salaries	300 Hours	44,700.00
	Materials		2,500.00
2	COMMUNITY ACTION GRANT	SUBTOTAL	\$ 47,200.00
2	Salaries	30 hours	\$ 4,470.00
	Printing		\$ 225.00
		SUBTOTAL	\$ 4,695.00
		TOTAI	\$ _ 51,895.00
H 1		TREACH (C.7.b)	
	Salaries	30 Hours	\$ \$\$
	Contract		\$
	2 IR HIGH & HIGH SCHOOL	SUBTOTAL	24,470.00
	Z – JK HIGH & HIGH SCHUUL		

	Salaries	55 Hours	\$ 8,195.00
	Contract		\$ 11,125.00
		SUBTOTAL	\$ 19,320.00
			\$ OTAL 43,790.00
1	PESTICIOES PUBLIC OUT	TREACH (C.D) TREACH: OUR WATER, OUI	an a
	Salaries	220 Hours	\$ 32,780.00
	Materials		<u> </u>
	Contract		\$ 3,000.00
		SUBTOTAL	\$ 41,780.00
2	GREEN GARDENER TRA	INING PROGRAM FOR LAN	
	Salaries	20 Hours	\$ 2,980.00
	Sponsorship		\$ 2,500.00
		SUBTOTAL	\$ 5,480.00
			\$ FOTAL 47,260.00
OTAL PRO	GRAM COSTS for 2010-2011		\$ 299,956.00

.



C.7. Public Information and Outreach WORKPLAN FOR 2010-2011

Countywide Program Support: San Mateo County Environmental Health Description of Tasks

PIP Support Tasks

A.1. PROVIDE SUPPORT TO PIP

Six PIP Meetings: create agenda, prepare notes, handouts, and outreach materials.	125 hours	\$18,625
Two Environmental Health employees to attend and report at meetings, take meeting minutes and distribute, and any follow-up.		
Assist with ensuring that the PIP work plan conforms to the permit requirements; tasks include assisting with new reporting requirements, and development of current and future work plan.		

Other Agency Responsibilities

City/Town/County Co-Permittees:

- Attend and participate in six PIP meetings
- One volunteer to serve as Chairperson at meetings

A.2. REPORTING

٠	Quarterly	80 hours	\$11,920
٠	Annual		

Other Agency Responsibilities

City/Town/County Co-Permittees:

• Submit 1/2 yearly report for section "C.7 Public Information and Outreach" to EOA for submittal to Regional Water Board. Reports due by the July and January TAC meetings.

A.3. ASSIST OTHER SUBCOMMITTEES

As needed: attend meetings, give presentations, assist with press releases and coordinate on outreach materials with other	50 hours	\$7,450
subcommittees.		

C.7.a. Storm Drain Inlet Marking

No Contractor support. Other Agency Responsibilities City/Town/County Co-Permittees:



- Inspect and maintain storm drain 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. In the 2013 Annual Report, report prior years' annual percentages.
- Verify that newly developed streets are marked prior to acceptance of the project. In the 2013 Annual Report, report prior years' annual number of projects accepted after inlet markings verified.

C.7.b. Advertising Campaigns

B. SUPPORT REGIONAL AD CAMPAIGN

Attend BASMAA monthly meetings to support the development of two regional ad campaigns, one on trash/litter and the other on urban pesticides.	60 hours	\$8940
	L	
Participate in email, meeting prep, research, and follow-up tasks	12 hours	\$1788

Other Agency Responsibilities

City/County Association of Governments (C/CAG):

• Pay \$40,000 to regional advertising campaign.

Regional/BASMAA:

- Target a broad audience with two separate advertising campaigns, one on trash/litter and the other on reducing impact of urban pesticides within the permit cycle
- Conduct pre-campaign and post-campaign surveys

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

C. LOCAL MEDIA PITCHES

Conduct a minimum of two local media relations pitches (e.g.	20 hours	\$2,980
press release, public service announcements)		

Other Agency Responsibilities

Regional/BASMAA:

• Conduct regional level pitches

C.7.d. Stormwater Point of Contact

D.1. WEBSITE

Maintain website, updating based on program needs. Publish contact information, printed materials, PSA's, and press releases. Send out Gov Delivery emails to subscribers.	110 hours	\$16,390
Track website visitor traffic with monthly reports.	20 hours	\$2,980
Payment for hosting website (1 year).	Payment	\$108



D.2. RESPOND TO EMAILS & CALLS

Respond to emails and calls from the public, organizations, cities,	70 hours	\$10,430
and co-permittees.		

Other Agency Responsibilities

City/Town/County Co-Permittees:

- Contact for Illicit Discharge Coordinator
- Contact for Stormwater Business Inspector

City/County Association of Governments (C/CAG):

- Respond to media inquiries
- Website domain name registration

C.7.e. Public Outreach Events

E.1. PUBLIC OUTREACH EVENTS

Staff a minimum of 10 events in 10 different municipalities to	150 hours	\$22,350
help cities/towns/unincorporated County meet permit		
requirements. Prioritize those that have more event requirements;		
track effectiveness of outreach and provide this information to the		
municipality for reporting purposes. Possibility of staffing a		
County-wide event based on determination by subcommittee.		
Booth cost	Payment	\$800

Other Agency Responsibilities

City/Town/County Co-Permittees:

• Each municipality shall participate and/or host the number of events according to its population as shown in Table 7.1 Public Outreach Events. In the Annual Report list the events participated in and assess the effectiveness of efforts with appropriate measures.

E.2. OUTREACH MATERIALS

Order materials (research cost(s), setup order, review, process	130 hours	\$19,370
invoices, organize materials into storage for use) Provide outreach		
materials by request to nonprofits, schools, residents, and		
municipalities; evaluate request, gather materials, and arrange for		
pickup, delivery, or mailing.		
Outreach Materials	Materials	\$10,000

Other Agency Responsibilities

City/Town/County Co-Permittees:

- Request outreach materials at least two weeks before scheduled outreach event.
- Pickup new outreach materials at PIP meetings and make available to residents.



E.3. CAR WASH OUTREACH

Develop and implement an outreach campaign that partners with	100 hours	\$14,900
commercial car wash businesses to promote use by residents; some ideas include: offering a discount card to residents for discounts on car washes; fundraising program; and/or media advertisements with pollution prevention messages related to car		
washing.		
Materials and Advertising	Cost	\$5,000
Qualifies for Vehicle Registration Fee		

C.7.f. Watershed Stewardship Collaborative Efforts

F. SAN MATEO COUNTY GROUPS UPDATE RESOURCE GUIDE

Update the online resource guide. Review and verify contact	20 hours	\$2,980
information and web links. Add new and discovered groups to		
the guide.		

Other Agency Responsibilities

City/Town/County Co-Permittees:

• Encourage and support watershed stewardship collaborative efforts of community groups. Coordinate with existing groups and encourage and support development of new groups. Report in each annual report, efforts undertaken and the results of these efforts, and provide an evaluation of the effectiveness of these efforts.

C.7.g. Citizen Involvement Events

G.1. CALIFORNIA COASTAL CLEANUP DAY

Coordinate the Countywide event with 30+ events spread	300 hours	\$44,700
throughout the Coast, the Bay, and Inland Creeks.		
Materials and Supplies	Materials	\$2,500

G.2. COMMUNITY ACTION GRANT

Update community action grant database. Mail postcards to over	30 hours	\$4,470
300+ community groups and schools. Respond to questions and		
emails. Coordinate with the Project Lead (volunteer from PIP).		
Postcards	Materials	\$225

Other Agency Responsibilities

City/County Association of Governments (C/CAG):



• Pay \$15,000 to grant recipients.

City/Town/County Co-Permittees:

- Each permittee shall sponsor and/or host the number of citizen events according to its population as shown in Table 7.2 Community Involvement Events.
 - *Note:* the Countywide California Coastal Cleanup Day counts as one event toward each permittees total. Permittees can also count one event for the awarding of the community action grant to an organization within their jurisdiction.
- One Volunteer from the PIP subcommittee to be the Contact person (Lead) for the Community Action Grant.

C.7.h. School-Age Children Outreach

H.1. SCHOOL ASSEMBLIES

Kindergarten through 5 th grade school assembly program.	30 hours	\$4,470
Contract with the Banana Slug String Band	Contract	\$20,000

H.2. JR HIGH & HIGH SCHOOL

Develop and implement outreach to 6 th -12 th grades.	55 hours	\$8,195
Materials and/or Contract	Materials	\$11,125

C.7.i. Outreach to Municipal Officials

No Contractor support.

Other Agency Responsibilities

City/Town/County Co-Permittees:

• At least once per permit cycle conduct outreach to municipal officials to increase overall awareness of stormwater and/or watershed message(s).

C.9.h. Pesticides Toxicity Control Public Outreach;

i. Point of Purchase Outreach

iii. Pest Control Contracting Outreach

i. I.1. PESTICIDES PUBLIC OUTREACH: OUR WATER, OUR WORLD

Maintain 21 retail partnership stores – visit stores twice a year to update shelf talkers and fact sheets.	220 hours	\$32,780
Participate in regional meeting. Order, organize, store, and distribute materials.		
Present to the Master Gardeners in September. Conduct outreach to residents who hire or purchase pesticides, home gardeners, and college students taking landscaping classes, through presentations		

ENVIRONMENTAL HEALTH SAN MATEO COUNTY

and tabling events.		
Contract with Debi Tidd to conduct Employee Training up to 11	Contract	\$3,000
training sessions.		
Partnership store supplies: fact sheets, shelf talkers, tape,	Materials	\$6,000
literature rack, labels. Outreach materials for residents.		

Other Agency Responsibilities

Regional/BASMAA:

• Coordinates Our Water, Our World Program with County partners: Arranges and solicits print runs, provides consultant to staff booths at trade shows, liaison with the corporate partners Home Depot and Orchard Supply Hardware. Arranges print advertising in magazines, newspapers, bus shelters, as determined at regional meetings.

v. Outreach to Pest Control Operators

I.2. GREEN GARDENER TRAINING PROGRAM FOR LANDSCAPERS

Sponsor the second series of classes in the Bay Area Green	20 hours	\$2,980
Gardener Program. Participate in Technical Advisory		
Committee.		
Sponsorship, ¼ of total cost of implementing program	Sponsor	\$2,500