

AGREEMENT DISTRIBUTION

DATE: 07/15/09

PROJECT NAME: Support for Regional NPDES Activities

PROJECT NO.: N/A

COOPERATIVE AGREEMENT

CONSULTING SERVICES AGREEMENT

OTHER: CONTRACT AGREEMENT AMENDMENT NO. 1

PARTIES: District/County

FROM: JPS

TO:	No. of Copies	ACTION/COMMENT
WILLIAMS		
BOGGIO	1	Original for scanning with Form 11
RIGHT OF WAY		
THOMAS		
UHLEY	1	Copy for file
MARTINEZ, A	1	Copy for file
TRACT FILE/JOHNSON		
CULLEN		

FORM 11 TO COUNTY COUNSEL: YES NO N/A

COMMENTS: _____

FORM APPROVED COUNTY COUNSEL
 BY: JIMMY H. RA 6/18/09
 DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

325



FROM: Community Health Agency/Environmental Health

SUBMITTAL DATE:
 June 30, 2009

SUBJECT: Support for Regional NPDES Program Activities
 Contract Agreement Amendment No. 1

RECOMMENDED MOTION:

Approve Amendment No. 1 to the Contract Agreement between the Flood Control and Water Conservation District and Community Health Agency, Department of Environmental Health (DEH); and authorize the Chairman to execute the Amendment documents on behalf of the Department.

BACKGROUND: Since 1999, the Flood Control District, as part of its area-wide municipal stormwater management program, has provided funding to the DEH in support of its commercial/industrial business Compliance Assistance Program (CAP). This amendment continues the existing funding arrangement for this program through Fiscal Year 2013-2014.

(Continued on Page 2)

Steve Van Stockum

SVS:KJ:rz

Steve Van Stockum, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 275,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	FY 09-10 to 13-14

SOURCE OF FUNDS: NPDES Benefit assessments levied in the Santa Ana, Whitewater, and Santa Margarita Benefit Assessment areas.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Wilson, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley
 Nays: None
 Absent: None
 Date: June 30, 2009
 xc: CHA/Env. Health, Flood (Comp. Item 11.4)

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 4/20/04, 3.8 District: All Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.17

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

**ENVIRONMENTAL HEALTH
BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Support for Regional NPDES Program Activities
Contract Agreement Amendment No. 1.

SUBMITTAL DATE: June 30, 2009

Page 2

BACKGROUND (continued):

The CAP conducts education and outreach to the commercial/industrial sector, providing information on stormwater best management practices, stormwater permitting requirements, and prohibitions against non-stormwater discharges. In addition, through stormwater surveys, feedback regarding the compliance status of commercial/industrial facilities will be provided to municipal stormwater permittees and the Regional Water Quality Control Boards.

These efforts will be performed in conjunction with existing facility inspection programs conducted by the DEH's Hazardous Materials Management Division and District Environmental Services Division.

This amendment is necessary to reimburse DEH for field services in support of the Countywide NPDES program.

This matter is also on the County Flood Control and Water Conservation District Agenda this same date.

County Counsel has approved this amendment as to legal form.

FINANCIAL:

Funding for the Compliance Assistance Program will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater Benefit Assessment Areas for fiscal years 2009-10 through 2013-14.



308B

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
June 30, 2009

SUBJECT: Support for Regional NPDES Program Activities
Contract Agreement Amendment No. 1.

RECOMMENDED MOTION:

1. Approve Amendment No. 1 to the Contract Agreement between the District and Community Health Agency, Department of Environmental Health (DEH).
2. Authorize the Chairman to execute the Amendment documents on behalf of the District.

BACKGROUND:

Since 1999, the Flood Control District, as part of its area-wide municipal stormwater management program, has provided funding to the DEH in support of its commercial/industrial business Compliance Assistance Program (CAP). This amendment continues the existing funding arrangement for this program through Fiscal Year 2013-2014.

(Continued on Page 2)

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 2009-10 District Cost:	\$275,000.00	In FY 2009-10 Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$275,000.00	For Fiscal Year:	FY 09-10 to 13-14

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
25180	947540	527240 \$41,250.00 (annually) NPDES Whitewater contributions	Requires 4/5 Vote	<input type="checkbox"/>
25190	947560	527240 \$212,225.00 (annually) NPDES Santa Ana contributions		
25200	947580	527240 \$21,525.00 (annually) NPDES Santa Margarita contributions		

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Wilson

Date: June 30, 2009
xc: Flood, CFA, DEH

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

(Comp. Item 3.17)

Prev. Agn. Ref.:

District: All | Agenda Number:
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

11.4

FISCAL PROCEDURES APPROVED
 IVAN M. CHAND, FINANCE DIRECTOR
 BY:
 NEAL R. KIPNIS
 DATE: 6/30/09
 FORM APPROVED COUNTY COUNSEL
 BY:
 DATE: 6/30/09
 Departmental Concurrence
 BY:
 JEANINE REY-HAWKINS

Dep't Recomm.:
 Per Exec. Ofc.:

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Support for Regional NPDES Program Activities
Contract Agreement Amendment No. 1.

SUBMITTAL DATE: June 30, 2009

Page 2

BACKGROUND (continued):

The CAP conducts education and outreach to the commercial/industrial sector, providing information on stormwater best management practices, stormwater permitting requirements, and prohibitions against non-stormwater discharges. In addition, through stormwater surveys, feedback regarding the compliance status of commercial/industrial facilities will be provided to municipal stormwater permittees and the Regional Water Quality Control Boards.

These efforts will be performed in conjunction with existing facility inspection programs conducted by the DEH's Hazardous Materials Management Division and the District's Regulatory Division.

This amendment is necessary to reimburse DEH for field services in support of the Countywide NPDES program.

This matter is also on the County's Board Agenda this same date.

County Counsel has approved this amendment as to legal form.

FINANCIAL:

Funding for the Compliance Assistance Program will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater Benefit Assessment Areas for fiscal years 2009-10 through 2013-14.

JPS:bjj

CONTRACT AGREEMENT**SUPPORT FOR REGIONAL
NPDES PROGRAM ACTIVITIES
AMENDMENT NO. 1**

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4 This First Amendment to the Agreement, by and between the RIVERSIDE COUNTY
5 FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called
6 "DISTRICT", and the COUNTY OF RIVERSIDE, on behalf of its COMMUNITY HEALTH
7 AGENCY, DEPARTMENT OF ENVIRONMENTAL HEALTH, hereinafter called
8 "COUNTY" and "DEPARTMENT", respectively, is hereby made and entered into as follows:
9

RECITALS

10
11 A. On April 20, 2004, DISTRICT and COUNTY entered into an Agreement,
12 hereinafter called "AGREEMENT", that provided for DEPARTMENT to perform NPDES
13 Program Activities for DISTRICT in support of DISTRICT'S Commercial/Industrial
14 Compliance Assistance Program; and
15

16 B. DISTRICT and COUNTY desire that AGREEMENT recognize that
17 responsibility for the Household Hazardous Waste/Anti-Freeze, Batteries, Oil and Paint
18 (HHW/ABOP) Collection Program has been transferred from DEPARTMENT to COUNTY'S
19 Waste Management Department, is now addressed through a separate Cooperative Agreement
20 between DISTRICT and the Waste Management Department, and is no longer required to be
21 covered under AGREEMENT; and
22

23 C. DISTRICT and COUNTY desire that AGREEMENT recognize that
24 responsibility for NPDES industrial and food service business inspections in the
25 unincorporated portions of COUNTY are now conducted by COUNTY'S Building and Safety
26 Department and are no longer required to be covered under AGREEMENT; and

27 D. DISTRICT and COUNTY desire to restate the Scope of Services to be provided
28 by DEPARTMENT by replacing Attachment "A" in its entirety; and

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E. DISTRICT and COUNTY desire to extend the term of AGREEMENT for an additional period of five years from its prior expiration date of June 30, 2009; and

F. DISTRICT and COUNTY desire to acknowledge and affirm that DEPARTMENT has continued to provide services to DISTRICT beyond the original term of AGREEMENT in anticipation of the approval and execution of this Amendment No. 1 by DISTRICT and COUNTY.

Now, therefore, the parties hereto mutually agree to amend AGREEMENT as follows:

1. Attachment "A" is replaced in its entirety by the new Attachment "A" attached hereto and made a part hereof.

2. Recital P of AGREEMENT is renumbered as Recital R of AGREEMENT.

3. New Recital P of AGREEMENT is added to read:

"P. WHEREAS, the Household Hazardous Waste/Anti-Freeze, Batteries, Oil and Paint (HHW/ABOP) Collection Program is now conducted by COUNTY'S Waste Management Department and is no longer required to be covered under this AGREEMENT; and"

4. New Recital Q of AGREEMENT is added to read:

"Q. WHEREAS, NPDES industrial and food service business inspections in the unincorporated portions of COUNTY are now conducted by COUNTY'S Building and Safety Department and are no longer required to be covered under this AGREEMENT; and"

5. Section 1 of AGREEMENT is replaced in its entirety to read:

"1. NPDES PROGRAM ACTIVITIES. DEPARTMENT will perform certain NPDES PROGRAM ACTIVITIES as long as adequate manpower is available within DEPARTMENT'S staff and reimbursement from DISTRICT is sufficient to perform the activities

1 agreed to including the following: Hazardous materials/food facilities
 2 surveys (FIELD SERVICES) and enforcement actions
 3 (ENFORCEMENT ACTIONS/LITIGATION SUPPORT). A scope of
 4 services and budget for FIELD SERVICES and ENFORCEMENT
 5 ACTIONS/LITIGATION SUPPORT) are described in Attachment "A"
 6 hereto."
 7

- 8 6. Subsection 1.(a) of AGREEMENT is deleted and replaced in its entirety to
 9 read:

10 "(a) This Section Intentionally Left Blank."

- 11 7. Subsection 1.(b) of AGREEMENT is deleted and replaced in its entirety to
 12 read:

13 "(b) This Section Intentionally Left Blank."

- 14 8. Subsection 1.(c) of AGREEMENT is replaced in its entirety to read:

15 "(c) FIELD SERVICES

16 As requested by DISTRICT and described in Attachment "A",
 17 DEPARTMENT shall:

- 18 (i) Provide NPDES Program support by distributing NPDES guidance
 19 materials (NPDES Stormwater Program Compliance and BMP
 20 information) and performing facility surveys at selected hazardous
 21 materials/food facilities that are within the purview of the existing
 22 facility inspection programs within the incorporated areas of the
 23 COUNTY conducted by the Hazardous Materials Management
 24 Division (HMMD) and/or the District Environmental Services
 25 Division (DESD)."
 26
 27
 28

9. Subsection 2.(b) of AGREEMENT is replaced in its entirety to read:

"(b) DISTRICT and DEPARTMENT staff shall summarize the scope, priorities and projected costs for NPDES PROGRAM ACTIVITIES in a document entitled "Scope of Services for the Department of Environmental Health NPDES Program Activities" (Attachment "A") which will serve as a basis for services to be rendered under a proposed agreement for each fiscal year through Fiscal year 2013/2014."

10. Subsection 2.(c) of AGREEMENT is deleted and replaced in its entirety to read:

"(c) This Section Intentionally Left Blank."

11. Section 3 of AGREEMENT is deleted and replaced in its entirety to read:

"3. This Section Intentionally Left Blank."

12. Subsection 5.(a) of AGREEMENT is replaced in its entirety to read:

"(a) Narrative describing the FIELD SERVICES and ENFORCEMENT ACTIONS/LITIGATION SUPPORT, performed by DEPARTMENT (pursuant to this CONTRACT AGREEMENT) during the prior fiscal year."

13. Subsection 5.(b) of AGREEMENT is deleted and replaced in its entirety to read:

"(b) This Section Intentionally Left Blank."

14. Section 6 of AGREEMENT is deleted and replaced in its entirety to read:

"6. This Section Intentionally Left Blank."

15. Section 7 of AGREEMENT is replaced in its entirety to read:

"7. PAYMENT. Payment for FIELD SERVICES and ENFORCEMENT ACTIONS/LITIGATION SUPPORT will be billed to DISTRICT on a quarterly basis throughout the fiscal year."

1 DISTRICT shall reimburse DEPARTMENT at the hourly rate approved
2 by the Board of Supervisors in County Ordinance No. 640 for the
3 HHMD and DESD Divisions for FIELD SERVICES for the NPDES
4 Program. In addition, DEPARTMENT shall be reimbursed for the
5 direct costs of materials and equipment that may be used by
6 DEPARTMENT in performing NPDES related services. Total
7 reimbursement shall not exceed the amount agreed to per Section 2
8 above.
9

10 Once each quarter, DEPARTMENT shall submit to DISTRICT a
11 quarterly billing statement (invoice) that itemizes the costs for
12 personnel, legal services, equipment and materials costs incurred for
13 REIMBURSEMENT. The DISTRICT shall reimburse costs of
14 DEPARTMENT within 30 days upon receipt of DEPARTMENT'S
15 invoice."
16

17
18 16. Section 11 of AGREEMENT is replaced in its entirety to read:

19 "11. TERM OF AGREEMENT. This CONTRACT AGREEMENT shall
20 commence on July 1, 2009, and shall continue in effect until June 30,
21 2014."
22

23 17. Section 12 of AGREEMENT is replaced in its entirety to read:

24 "12. TERMINATION OF AGREEMENT. Either party may terminate the
25 provision of this CONTRACT AGREEMENT related to activities
26 performed pursuant to FIELD SERVICES portion of this CONTRACT
27 AGREEMENT subject to three (3) months written notice thereof."
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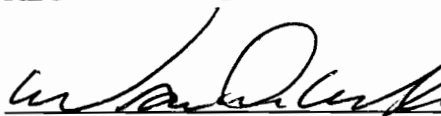
18. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of said AGREEMENT shall remain in full force and effect between the parties hereto.

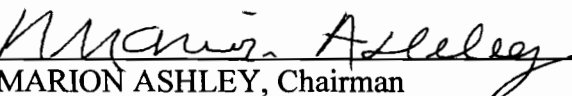
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
JUN 30 2009

(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**


WARREN D. WILLIAMS
General Manager-Chief Engineer

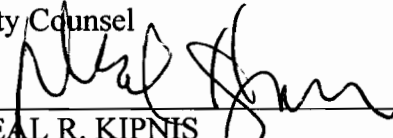
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

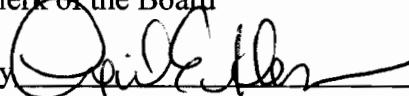
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

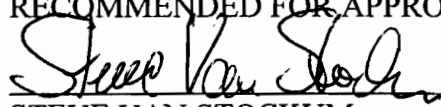
KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By 
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL: **COUNTY OF RIVERSIDE**


STEVE VAN STOCKUM
Director

By 
JEFF STONE, Chairman
County of Riverside Board of Supervisors

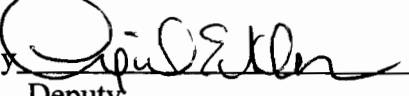
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
JINNY RA
Deputy County Counsel

By 
Deputy

(SEAL)

Contract Agreement – Amendment No. 1
6/17/09
JPS:blj

Attachment A

Scope of Services For the Department of Environmental Health NPDES Urban Runoff Field Services Program Activities

First Year (FY 2009-2010)

Task 1 - Conduct education and outreach and inspect for compliance with City stormwater ordinances at approximately 6800 industrial and commercial facilities that are routinely inspected by Hazardous Materials Management Division (HMMD) and District Environmental Services Division (DESD) staff within the incorporated areas of the County. HMMD and DESD staff may, at their discretion, notify the appropriate Co-Permittee of perceived significant Stormwater Ordinance violations. The DISTRICT shall provide HMMD and DESD staff with current Co-Permittee contact information. HMMD staff shall also ask facility representatives if they have a General Industrial Stormwater Permit Storm Water Pollution Prevention Plan (SWPPP) on site. In addition, Environmental Health will distribute NPDES program information to facilities normally inspected by existing HMMD and DESD inspection programs. Appropriate Stormwater education materials describing stormwater regulations and Best Management Practices will be provided by DISTRICT'S StormWater/CleanWater Protection Program (SW/CWPP).

Task 2 – HMMD and DESD field staff shall complete Stormwater Compliance Survey forms approved by the DEPARTMENT and the DISTRICT annually beginning in FY 09/10 (or until such time as priorities for facilities are defined) as follows:

- High Priority Facilities (underground storage tanks) – Annually;
- Medium Priority facilities (other facilities handling hazardous materials inspected by HMMD) – Twice during the contract term;
- Low Priority facilities (restaurants and other facilities inspected by DESD) – once during the contract term

The District may request a change in prioritization of inspections during the Annual Program Review. Such a change will be evaluated by HMMD and DESD for feasibility based on the capabilities of the department and frequencies of existing inspection programs.

Facilities inspected by the RWQCB in a given year need not be surveyed by HMMD or DESD during the same year. To facilitate this, Regional Board staff will post a list of facilities inspected on the website or make this information available to the Co-Permittees by other pre-arranged means. Completed forms will be forwarded to DISTRICT monthly. If HMMD and DESD field staff observe a perceived violation of stormwater ordinances during an inspection not otherwise scheduled for a stormwater compliance survey, they may initiate an additional stormwater compliance survey to address the perceived violation.

Task 3 - DEPARTMENT will provide Co-Permittees an electronic spreadsheet of facilities included in their inspection program. In addition, DEPARTMENT will prepare a year-end report as specified in Section 5 of this agreement.

Task 4 - DEPARTMENT'S HMMD will provide staff support for major enforcement actions via the Environmental Crimes Task Force.

Attachment A

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Task 5 - HMMD shall provide Co-Permittees and RWQCB with information regarding industrial "non-filers", (i.e., facilities that are required to obtain coverage under the State General Permit for Discharges of Storm Water Associated With Industrial Activities (97-03-DWQ)) using HMMD database information, e.g., SIC codes, Dun and Bradstreet, etc.

Task 6 - As needed, modify existing policies and procedures pertaining to survey protocols and reporting procedures.

Task 7 - HMMD and DESD staff will attend training annually or within six months of starting field duties (new hires) to address the following requirements:

The General Industrial Activities Storm Water Permit

Santa Ana RWQWCB Board Order No. R8-2002-0011, sections IX.B.10 & IX.C.13:

- The Storm Water Ordinances
- Order No. R8-2002-0011 (the Riverside County Municipal Storm Water Permit adopted by the SARWQCB)
- The Santa Ana Region Drainage Area Management Plan (DAMP)
- The revised Enforcement/Compliance Strategy (DAMP section 8)
- Pollution Prevention Plans
- Implementation and maintenance of BMPs for commercial sites

San Diego RWQWCB Board Order No. R9-2004-001, section H.2 or its successor

- The Storm Water Ordinances
- Tentative Order No. R9-2004-001

Colorado River Basin RWQCB Board Order No. R7-2008-0001, or its successor

- The Storm Water Ordinances
- Order No. R7-2008-0001

Attachment A

FIELD SERVICES BUDGET ESTIMATE FY 2009/2010

FY 2009-10		Facilities (No.)	Time (min)	Rate (\$/hr)	Total	Budget
Task 1, 2, 3, 5 and 6	DESD	1500	30	\$145	\$108,750	
	HMMD	1309	30	\$189	\$123,700	
	(Includes any necessary administrative support time)					
Task 7	Training	No. of Staff				
	DESD	53	120	\$145	\$ 15,370	
	HMMD	27	120	\$189	<u>\$ 10,206</u>	
					\$258,026	
	Enforcement/Contingency				\$ 16,974	
Task 4	GRAND TOTAL				\$275,000	
						\$275,000

AGREEMENT DISTRIBUTION

DATE: 07/15/09

PROJECT NAME: Support for Regional NPDES Activities

PROJECT NO.: N/A

COOPERATIVE AGREEMENT

CONSULTING SERVICES AGREEMENT

OTHER: CONTRACT AGREEMENT AMENDMENT NO. 1

PARTIES: District/County

FROM: JPS

TO:	No. of Copies	ACTION/COMMENT
WILLIAMS		
BOGGIO	1	Original for scanning with Form 11
RIGHT OF WAY		
THOMAS		
UHLEY	1	Copy for file
MARTINEZ, A	1	Copy for file
TRACT FILE/JOHNSON		
CULLEN		

FORM 11 TO COUNTY COUNSEL: YES NO N/A

COMMENTS: _____

SHELAGH

AGREEMENT DISTRIBUTION

DATE: 7/24/2008

PROJECT NAME: _____

PROJECT NO.: _____

COOPERATIVE AGREEMENT

CONSULTING SERVICES AGREEMENT

OTHER: HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM AGREEMENT

PARTIES: DISTRICT/COUNTY FIRE DEPARTMENT

FROM: ARNOLD

TO:	No. of Copies	Action/Comment
D. WILLIAMS		
S. THOMAS		
S. BOGGIO	1	Original for scanning AND Form 11
T. CHAND /NEAL/OFLER	1 EA.	WITH COPY OF FORM 11
R. CULLEN		
S. MCKIBBIN		
D. STONE / L. VILLELA		
S. STUMP		
M. WILLS/WALLEY/MARTINEZ	1 EA.	WITH COPY OF FORM 11

COPY OF FORM 11 TO COUNTY COUNSEL: YES NO N/A

COMMENTS: _____

1 - FILE w/ copy of Form 11.



**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

924 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
July 15, 2008

SUBJECT: Agreement - Hazardous Materials
Emergency Response Team

RECOMMENDED MOTION:

Approve the Agreement between the District and the County of Riverside, and authorize the Chairman to execute the agreement documents on behalf of the District. This Agreement continues the existing funding arrangement for these programs through fiscal year 2011-2012.

BACKGROUND:

The Agreement is necessary to contribute funds to the County of Riverside for emergency response service to control the discharge of pollutants in runoff to waters of the State. The District and Copermittees are required by their respective NPDES Municipal Stormwater Permits to respond to emergency spills. To satisfy this requirement, the District proposes to contribute to the Fire Department's budget for the Hazardous Materials Response Team (Team).

This matter is also on the County's Board agenda this same date.

County Counsel has approved this Agreement as to legal form.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 2007-2008 District Cost:	\$365,000	In Current Year Budget:	YES
	Current F.Y. County Cost:	\$0	Budget Adjustment:	NO
	Annual Net District Cost:	\$365,000	For Fiscal Year:	07-08 to 11-12

SOURCE OF FUNDS:	25180 947540 527240	\$36,500	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	25190 947560 527240	\$292,000		
	25200 947580 527240	\$36,500	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Wilson and Ashley
Nays: None
Absent: Tavaglione
Date: July 15, 2008
xc: Flood

Nancy Romero
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.3

FISCAL PROJECTIONS APPROVED
IVAN M. CHAND, FINANCE DIRECTOR

BY:
IVAN M. CHAND

FORM APPROVED COUNTY COUNSEL

BY:
NEAL R. RIPNIS
DATE: 7/15/08

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Agreement - Hazardous Materials
Emergency Response Team

SUBMITTAL DATE: July 15, 2008
Page 2

FINANCIAL:

The contribution to the Team of up to \$365,000.00 will come from the NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater areas. Each fund's contribution will be based on its ability to pay. Future year contributions may be reduced based on availability of funds.

AMM:bjj

AGREEMENT

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The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", hereby agree as follows concerning COUNTY'S Hazardous Materials Emergency Response Team:

RECITALS

- A. Congress in 1987 added Section 402(p) to the Federal Clean Water Act (CWA) {33 U.S.C. §1342(p)}; and
- B. Section 402(p) requires certain municipalities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit to discharge stormwater from Municipal Separate Storm Sewer Systems (MS4s) into waters of the United States; and
- C. Pursuant to 33 U.S.C. §1342(p) (2) (C), (D) and (E), DISTRICT, COUNTY, the Coachella Valley Water District (CVWD) and certain incorporated Cities within Riverside County have obtained NPDES Permits for municipal stormwater discharges; and
- D. Section 402(p) further requires the United States Environmental Protection Agency (USEPA) to promulgate regulations requiring NPDES Permit applications; and
- E. EPA promulgated such regulations and adopted them in November 1990; and
- F. EPA delegated authority to the California Regional Water Quality Control Board (RWQCB) to administer the NPDES Permit process within the boundaries of their regions; and
- G. DISTRICT was created to provide for the control of flood and stormwaters within the County of Riverside and is empowered to investigate, examine, measure, analyze, study and inspect matters pertaining to flood and stormwaters; and

1 H. DISTRICT, COUNTY, CVWD and certain incorporated Cities within
2 Riverside County have obtained NPDES Permits from the respective RWQCBs in order to comply
3 with Section 402(p); and

4 I. The NPDES Permits require the municipal permittees to develop
5 comprehensive stormwater discharge management programs to improve water quality in the County
6 of Riverside and in the region and to respond to emergency incidents to control the discharge of
7 pollutants to the waters of the United States; and

8
9 J. COUNTY, through the Riverside County Fire Department, staffs and maintains
10 a HAZARDOUS MATERIALS RESPONSE TEAM, hereinafter called "TEAM"; and

11 K. DISTRICT in accordance with certain responsibilities described in the NPDES
12 Permits and the NPDES Stormwater Discharge Permit Implementation Agreements for the Santa
13 Ana Region (Santa Ana Drainage Area) dated December 16, 2003; for the San Diego Region (Santa
14 Margarita Drainage Area) dated July 14, 2004; and for the Colorado River Basin Region
15 (Whitewater Drainage Area) dated October 14, 2004; wishes to contribute a sum of money,
16 hereinafter called "CONTRIBUTION", to the funding of TEAM to support TEAM'S existence and
17 current activity status.
18

19 NOW, THEREFORE, the parties hereto do mutually agree as follows:

20
21 1. TEAM BUDGET CONTRIBUTION – DISTRICT shall contribute the sum of
22 up to three hundred sixty-five thousand dollars (\$365,000) per fiscal year to COUNTY on July 1st of
23 each year after execution of this Agreement for the funding of TEAM, as set forth herein. Payment
24 for Fiscal Year 2007-2008 shall be made within 30 days of execution of this Agreement.
25 DISTRICT'S continuing CONTRIBUTION shall be contingent upon sufficient NPDES funds being
26 available for the next Fiscal Year.
27
28

1 2. ANNUAL PROGRAM REVIEW – During January of each year, DISTRICT
2 and COUNTY representatives shall meet and review program status, scope, costs, priorities,
3 projected activities, and available funding for TEAM activities. The DISTRICT shall inform
4 COUNTY of the actual CONTRIBUTION amount for the upcoming fiscal year at this meeting.

5 3. USE OF CONTRIBUTION – COUNTY shall use CONTRIBUTION only for
6 salaries, equipment and maintenance of TEAM.

7 4. INDEMNITY AND HOLD HARMLESS – COUNTY shall indemnify and hold
8 DISTRICT, its officers, employees and agents free and harmless from all claims, actions, damages
9 and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or
10 other cause asserted or based upon any act or omission of TEAM relating to or in any way
11 connected with the accomplishment of the work or performance of services of TEAM. As part
12 hereto of the foregoing indemnity, COUNTY agrees to protect and to defend at its own expense,
13 including attorneys' fees, DISTRICT, its officers, agents and employees from any and all legal
14 action based upon any negligent acts or omissions, as stated hereinabove, by any person or persons.

15 5. REPORTS AND INFORMATION – COUNTY shall submit to DISTRICT on
16 or before August 15th a report summarizing the activities, responses, and cases handled or performed
17 by TEAM between July 1st and June 30th of the previous Fiscal Year. The report shall consist of a
18 narrative describing TEAM, its operations and any major spills, and a categorization of TEAM'S
19 responses showing the following: responses inside and outside DISTRICT'S jurisdiction, traffic
20 related responses, industrial related responses, drug enforcement responses, and other response
21 categories. The report shall also include a description of current TEAM operating expenses and
22 revenue sources (budget).

23 6. TEAM OPERATIONS – This Agreement does not give DISTRICT any
24 authority to dictate the day to day activities of TEAM, or grant DISTRICT any authority over any
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1 TEAM personnel other than that stated in this paragraph. TEAM shall, at DISTRICT'S request,
2 provide timely response to emergency incidents where a hazardous material is entering or has a
3 reasonable potential to enter a DISTRICT owned storm drain facility, provided that TEAM is not
4 already committed to another incident. TEAM shall respond to emergency incidents irrespective of
5 the local jurisdiction (City or County) in which said DISTRICT facilities are located.

6 7. TERM OF AGREEMENT – This Agreement shall commence on the date of
7 execution thereof and shall continue in effect until June 30, 2012.

8 8. TERMINATION OF AGREEMENT – Either party may terminate the
9 provisions of this AGREEMENT subject to (6) months written notice thereof.

10 9. NOTICES – Any and all notices sent or required to be sent to the parties of this
11 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

12 RIVERSIDE COUNTY FLOOD CONTROL
13 AND WATER CONSERVATION DISTRICT
14 1995 Market Street
15 Riverside, CA 92501

COUNTY OF RIVERSIDE FIRE
DEPARTMENT
210 West San Jacinto Avenue
Perris, CA 92570
Attn: Kevin Gaines, Battalion Chief

16 //

17 //

IN WITNESS WHEREOF, the parties hereto have executed this agreement on

JUL 15 2008

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

JOE S. RANK
County Counsel

NANCY ROMERO
Clerk to the Board

By Neal R. Kipnis
NEAL R. KIPNIS
Deputy County Counsel

By Janet Schlemmer
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By John R. Hawkins
JOHN R. HAWKINS, Unit Chief
CAL FIRE/Riverside County Fire Chief

By Roy Wilson
ROY WILSON, Chairman
County of Riverside Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk to the Board

By Janet Schlemmer
Deputy

(SEAL)

Hazardous Materials Emergency Response Team Agreement
5/23/2008
AAM:blj

SHELAGH

AGREEMENT DISTRIBUTION

DATE: 9/11/2008

PROJECT NAME: NPDES HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAMS

PROJECT NO.: _____

COOPERATIVE AGREEMENT

CONSULTING SERVICES AGREEMENT

OTHER: AGREEMENT

PARTIES: DISTRICT/WASTE MANAGEMENT DEPARTMENT

FROM: ARNOLD

TO:	No. of Copies	Action/Comment
D. WILLIAMS		
S. THOMAS		
S. BOGGIO	1	Original for scanning WITH FORM 11
T. CHAND / NEAL / OYLER	1 EA.	WITH COPY OF FORM 11
R. CULLEN		
S. MCKIBBIN		
D. STONE / L. VILLELA		
S. STUMP		
M. WILLS / WHLEY / MARTINEZ	1 EA.	WITH COPY OF FORM 11.

COPY OF FORM 11 TO COUNTY COUNSEL: YES NO N/A

COMMENTS:

1 - FILE W/ COPY OF FORM 11



3603

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

September 2, 2008

SUBJECT: Agreement - NPDES Household Hazardous Waste Collection Programs

RECOMMENDED MOTION:

Approve the attached agreement between the District and the Waste Management Department (Waste Management); and authorize the Chairman to execute the agreement documents on behalf of the District.

BACKGROUND:

Since 1993, the District, as part of its area-wide municipal stormwater management program, has provided funding in support of its Household Hazardous Waste (HHW) collection and Anti-Freeze, Batteries, Oil and Latex Paint (ABOP) collection programs. This agreement continues the existing funding arrangement for these programs through Fiscal Year 2012-2013.

(Continued on Page 2)

AAM:blj

Handwritten signature of Warren D. Williams

WARREN D. WILLIAMS General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$300,000	In Current Year Budget:	YES
	Current F.Y. County Cost:	\$-0-	Budget Adjustment:	NO
	Annual Net District Cost:	\$300,000	For Fiscal Year:	08-09 to 12-13

SOURCE OF FUNDS:	25180 947540 527240	\$30,000	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	25190 947560 527240	\$240,000		
	25200 947580 527240	\$30,000		
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley
Nays: None
Absent: None
Date: September 2, 2008
xc: Flood

Nancy Romero
Clerk of the Board
By: Deputy

COMPANION ITEM 12.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

11.6

FISCAL PROCEDURES APPROVED IVAN M. CHAND, FINANCE DIRECTOR

BY: Jeanine Rey-Hawkins JEANINE REY-HAWKINS

FORM APPROVED COUNTY COUNSEL BY: Neal R. Kipnis DATE

Dept. Recomm. [] Consent [] Policy [] Per Exec. Ofc. [] Consent [] Policy []

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Agreement - NPDES Household Hazardous Waste Collection Programs

SUBMITTAL DATE: September 2, 2008

Page 2

BACKGROUND contd.:

This matter is also on the County's Board agenda this same date.

County Counsel has approved this agreement as to legal form.

FINANCIAL:

Funding for the HHW and ABOP will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater Benefit Assessment Areas.

AAM:bjj

AGREEMENT

1
2 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
3 CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the RIVERSIDE
4 COUNTY WASTE MANAGEMENT DEPARTMENT, hereinafter called "WASTE
5 MANAGEMENT", hereby agree as follows:
6

RECITALS

7
8 A. In 1987, Congress added Section 402(p) to the Federal Clean Water Act
9 (CWA) {33 U.S.C. §1342(p)}; and
10

11 B. Section 402(p) requires certain municipalities to obtain National Pollutant
12 Discharge Elimination System (NPDES) Permits in order to discharge stormwater from
13 Municipal Separate Storm Sewer Systems (MS4s) to waters of the United States; and

14 C. Section 402(p) also requires operators of certain industrial facilities to
15 obtain NPDES Permits for stormwater discharges associated with designated industrial
16 activities; and

17 D. Section 402(p) further requires the United States Environmental
18 Protection Agency (USEPA) to promulgate regulations requiring NPDES Permits for designated
19 industrial activities and certain MS4s; and
20

21 E. USEPA promulgated such regulations in November 1990; and

22 F. USEPA has delegated its NPDES permitting authority to the State Water
23 Resources Control Board (SWRCB) to administer the NPDES permitting process within the
24 State; and

25 G. SWRCB has in turn delegated its NPDES permitting authority to the
26 respective California Regional Water Quality Control Boards (CRWQCB); and
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1 H. DISTRICT was created to provide for the control of flood and
2 stormwaters within the County of Riverside and is empowered to investigate, examine, measure,
3 analyze, study and inspect matters pertaining to flood and stormwaters; and

4 I. DISTRICT, the County of Riverside, Coachella Valley Water District and
5 the incorporated cities within the County of Riverside (except for Blythe), have obtained
6 NPDES MS4 Permits from the appropriate CRWQCB pursuant to Section 402(p) of the CWA;
7 and

8 J. USEPA regulations and the NPDES MS4 Permits require municipalities
9 to control the contribution of pollutants to the municipal storm sewer by stormwater discharges
10 associated with industrial activity and the quality of stormwater discharged from sites of
11 industrial activity; and

12 K. DISTRICT, in accordance with its responsibilities as a Principal
13 Permittee, is developing comprehensive stormwater management programs within the County of
14 Riverside and in the region; and

15 L. WASTE MANAGEMENT conducts certain area-wide programs and
16 activities pertaining to hazardous waste management, hazardous materials facility compliance
17 inspections, and health and safety code inspections; and

18 M. Certain aspects of WASTE MANAGEMENT'S activities are consistent
19 with the goals and objectives of NPDES MS4 Permits and the Best Management Practices
20 (BMP) included in the Permittee's regional Drainage Area Management Plans (DAMP); and

21 N. DISTRICT wishes to support certain WASTE MANAGEMENT
22 programs and activities by entering into this Agreement with WASTE MANAGEMENT to
23 contribute a sum of money to sustain the scope of WASTE MANAGEMENT programs and
24 activities to meet the requirements of NPDES MS4 Permits; and
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1 O. It is understood that this Agreement does not change existing
2 responsibilities for compliance with any NPDES MS4 Permit, and WASTE MANAGEMENT,
3 through any services provided, is not assuming responsibility for NPDES MS4 Permit
4 compliance requirements as they exist or may be established; and

5 P. Cooperation between DISTRICT and WASTE MANAGEMENT in these
6 matters is in the best interest of the public.

7 NOW, THEREFORE, the parties hereto do mutually agree as follows:

8 1. NPDES PROGRAM ACTIVITIES – WASTE MANAGEMENT will
9 perform certain NPDES PROGRAM ACTIVITIES as long as adequate manpower is available
10 within WASTE MANAGEMENT'S staff and reimbursement from DISTRICT is sufficient to
11 perform the activities agreed to including the following: Household Hazardous Waste (HHW)
12 Collection Program, and Antifreeze, Battery, Oil and Latex Paint (ABOP) Program. A scope of
13 services and budget for the HHW and ABOP Programs are described below.
14

15 (a) TEMPORARY HHW COLLECTION FACILITY (THHWCF)
16 PROGRAM:

17 (i) WASTE MANAGEMENT shall conduct not less than
18 fifteen (15) HHW collection events during the first Fiscal
19 Year of this Agreement. Additional events for future
20 Fiscal Years will be scheduled based on the amount of
21 DISTRICT'S contribution to specifically support the HHW
22 program. A minimum of two (2) THHWCF events or a
23 single permanent HHW site shall be established in each of
24 the three (3) NPDES MS4 Permit areas (Santa Ana, Santa
25 Margarita and Whitewater watersheds).
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(ii) WASTE MANAGEMENT and DISTRICT shall advertise scheduled HHW collection events in countywide and/or local newspapers.

(iii) DISTRICT and WASTE MANAGEMENT shall work cooperatively with the County of Riverside, incorporated cities, and other interested parties to provide technical assistance and/or coordinate additional HHW collection sites within the NPDES Permit areas.

(b) PERMANENT HHW COLLECTION FACILITY (PHHWCF) AND ABOP PROGRAM:

(i) WASTE MANAGEMENT shall operate at least one (1) PHHWCF and/or ABOP collection center in each of the Santa Ana, Santa Margarita and Whitewater River Watersheds.

(ii) DISTRICT and WASTE MANAGEMENT shall work cooperatively with the County of Riverside, incorporated cities, and other interested parties to facilitate the establishment of additional PHHWCF and/or collection centers within the NPDES Permit areas.

2. ANNUAL PROGRAM REVIEW – During January of each year, DISTRICT and WASTE MANAGEMENT representatives shall meet and review program status, scope, costs, priorities, projected activities and available funding sources for NPDES PROGRAM ACTIVITIES:

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(a) DISTRICT and WASTE MANAGEMENT staff shall review available funding resources and develop a preliminary schedule for NPDES program activities based on DISTRICT'S contribution to NPDES PROGRAM ACTIVITIES for the upcoming Fiscal Year.

3. USE OF ABOP/HHW CONTRIBUTION – WASTE MANAGEMENT shall use CONTRIBUTION only for salaries, training, equipment, supplies, waste disposal and other expenses related to providing NPDES PROGRAM ACTIVITIES as agreed upon by DISTRICT and WASTE MANAGEMENT.

4. INDEMNITY AND HOLD HARMLESS - WASTE MANAGEMENT shall indemnify and hold DISTRICT, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury property damage or other cause asserted or based upon any act or omission of or by person or persons associated with NPDES PROGRAM ACTIVITIES relating to or in any way connected with the accomplishment of the work or performance of services of NPDES PROGRAM ACTIVITIES. As part hereto of the foregoing indemnity, WASTE MANAGEMENT agrees to protect and to defend at its own expense, including attorneys' fees, DISTRICT, its officers, agents and employees from any and all legal action based upon any negligent acts or omissions, as stated herein, by any person or persons.

5. REPORTS AND INFORMATION – WASTE MANAGEMENT shall submit to DISTRICT on or before October 1st a report on NPDES PROGRAM ACTIVITIES performed by WASTE MANAGEMENT during the previous Fiscal Year (July 1st through June 30th). The report shall include but not be limited to:

1 (a) Narrative describing the HHW Program (to include a summary of
2 each collection event) and ABOP Program performed by WASTE
3 MANAGEMENT pursuant to this Agreement during the
4 prior Fiscal Year.

5 (b) Quantities of materials collected by the HHW and ABOP
6 Programs, cost of waste disposal, and costs associated with labor,
7 supply, equipment and materials costs.
8

9 6. HHW EVENT – For the purposes of this Agreement, an event is a
10 THHWCF event operated by WASTE MANAGEMENT.

11 7. PAYMENT – DISTRICT shall contribute a lump sum amount of up to
12 three hundred thousand dollars (\$300,000.00) (CONTRIBUTION), no later than May 31st of
13 each Fiscal Year to WASTE MANAGEMENT to support HHW events and ABOP activities for
14 the respective Fiscal Year. Annually, WASTE MANAGEMENT shall submit to DISTRICT a
15 billing statement (invoice) for reimbursement. DISTRICT shall pay CONTRIBUTION to
16 WASTE MANAGEMENT within 30 days upon receipt of WASTE MANAGEMENT'S
17 invoice.
18

19 8. CONTINGENCY – CONTRIBUTION and reimbursement shall be
20 contingent upon the approval by DISTRICT'S Board of Supervisors of the annual Benefit
21 Assessment levies for the Santa Ana, Santa Margarita and Whitewater Watershed Benefit
22 Assessment Areas and based on available funding. If CONTRIBUTION or reimbursement
23 determined to be available will be less than the agreed upon not to exceed amount for the next
24 Fiscal Year, DISTRICT will notify WASTE MANAGEMENT in January of the current Fiscal
25 Year of the deficiency in the Benefit Assessment Area's funds so it may adjust, after
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1 consultation and agreement by DISTRICT, the scope of NPDES PROGRAM ACTIVITIES to
2 be provided during the current or next Fiscal Year.

3 9. COMPLIANCE WITH NPDES PERMITS – NPDES PROGRAM
4 ACTIVITIES, as specified herein, will be performed by WASTE MANAGEMENT under this
5 Agreement. Nothing in this Agreement shall be construed as making WASTE
6 MANAGEMENT responsible for NPDES Permit compliance.

7 10. NON-INTERFERENCE – DISTRICT understands and agrees that it shall
8 not directly supervise or interfere with any of WASTE MANAGEMENT'S activities
9 contemplated hereunder.

10 11. TERM OF AGREEMENT – This Agreement shall commence on the date
11 of execution thereof and shall continue in effect until June 30, 2013.

12 13. TERMINATION OF AGREEMENT – Either party may terminate the
13 provisions of this Agreement related to the HHW and ABOP Programs subject to six (6) months
14 written notice thereof.

15 14. APPLICABILITY OF PRIOR AGREEMENTS – This Agreement
16 constitutes the entire Agreement between the parties with respect to the subject matter; all prior
17 agreements, representations, statements, negotiations and understandings are hereby superseded.

18 14. NOTICES – Any and all notices sent or required to be sent to the parties
19 of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

20 RIVERSIDE COUNTY FLOOD CONTROL
21 AND WATER CONSERVATION DISTRICT
22 1995 Market Street
23 Riverside, CA 92501

RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553
Attn: Diane Christensen

24 //

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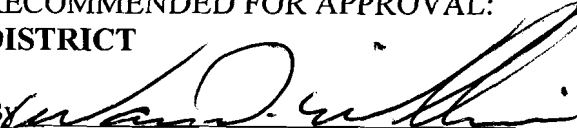
26

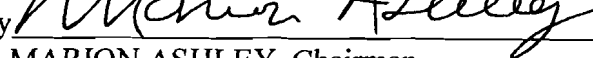
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on SEP 02 2008
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:
DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk of the Board


By 
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
HANS W. KERNKAMP
General Manager-Chief Engineer

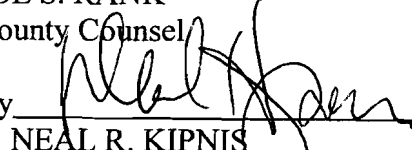
By 
ROY WILSON, Chairman
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

JOE S. RANK
County Counsel

NANCY ROMERO
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By 
Deputy

(SEAL)

Household Hazardous Waste Collection Program Agreement

AAM:blj

AGREEMENT DISTRIBUTION

DATE: 04/20/11

NAME: **S. GRONER ASSOCIATES, INC.**
FYS: 10/11, 11/12, 12/13, 13/14, 14/15

PROJECT NO.: **N/A**

COOPERATIVE AGREEMENT

CONSULTING SERVICES AGREEMENT

PARTIES: **RCFC / S. GRONER ASSOCIATES, INC.**

FROM: **TLC**

TO:	No. of Copies	No. of EC	Action / Comments
Shelagh Boggio	1		<p><i>Original Agreement and Form 11 - FY 10/11, 11/12, 12/13, 13/14, 14/15</i></p> <p style="background-color: yellow;"><i>(To be scanned and returned to T. Cummings)</i></p>
Mireya Castro Finance		1	<p><i>EC of Agreement and Form 11 - FYS 10/11, 11/12, 12/13, 13/14, 14/15 for your file</i></p>
NPDES Claudio Padres		1	<p><i>EC of Agreement and Form 11 - FYS 10/11, 11/12, 12/13, 13/14, 14/15 for your file.</i></p> <p><u><i>Administrative Clearance is given.</i></u></p> <p><i>1) The original certificates have not been received.</i></p> <p><i>2) NPDES is responsible for obtaining the original certificates and endorsements for compliance, pursuant to the executed agreement dated 4/5/11.</i></p>

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

104 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

April 5, 2011

SUBJECT: Multi-Year Consulting Services Agreement
NPDES - Public Education Support Services

RECOMMENDED MOTION:

1. Approve the Multi-Year (5 year) Consulting Services Agreement (Agreement) between the District and S. Groner Associates, Inc., (Consultant); and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which Consultant shall perform public education support services for the National Pollutant Discharge Elimination System (NPDES) Stormwater Education Outreach Program.

Continued on Page 2.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$100,000.00	In Current Year Budget:	Yes
	Current F.Y. County Cost:	\$0.00	Budget Adjustment:	No
	Annual Net District Cost:	\$170,000.00	For Fiscal Years:	FYS 10/11, 11/12, 12/13, 13/14, 14/15

SOURCE OF FUNDS:	525440-25200-947580	Positions To Be Deleted Per A-30	<input type="checkbox"/>	
	525440-25190-947560			
	525440-25180-947540			
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetter

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: April 5, 2011

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

xc: Flood

Prev. Agn. Ref.:

District: ALL

Agenda Number:

11.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
MAN M. CHANG, FINANCE DIRECTOR
3/21/2011

FORM APPROVED COUNTY COUNCIL
BY: NEAL R. KIPNIS
DATE: 3/21/11

Dep't Recomm.: Policy Consent
Per Exec. Ofc.: Policy Consent

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Multi-Year Consulting Services Agreement
NPDES - Public Education Support Services

SUBMITTAL DATE: April 5, 2011

Page 2

BACKGROUND:

In accordance with County Board Policy H-7, a Request for Proposal (RFP) was prepared and sent to known vendors as well as being posted on the District's Internet. A committee comprised of District and NPDES Municipal Separate Storm Sewer System (MS4) Permittee staff was established to review all qualifying bids. After careful evaluation of the proposals submitted for consideration based upon the pre-established criteria including experience, qualifications, professionalism, quality of work and approach, the proposal that S. Groner Associates, Inc. submitted, establishes their firm as the most qualified for the services outlined and specified in Attachment "A", *Scope of Services*.

County Counsel has approved the Agreement as to legal form.

FINANCIAL:

Sufficient funds are included in the District's NPDES Program Budget for FY 2010-2011. Sufficient funds will be included in the District's NPDES Budgets for fiscal years 2011-2012, 2012-2013, 2013-2014 and 2014-2015.

TT:blj

CONSULTING SERVICES AGREEMENT
Public Education Support Services

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and S. GRONER ASSOCIATES, INC., a California corporation, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT - CONSULTANT shall perform designated public education support services associated with the Stormwater Education Outreach Program, a program administered by DISTRICT.
2. SCOPE OF SERVICES - CONSULTANT shall furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services described in CONSULTANT'S "Scope of Services" and "Optional On-Call Services", attached hereto as Attachment "A" and made a part hereof.
3. TIME FOR PERFORMANCE - The term of this Agreement shall commence on the date the Agreement is executed by DISTRICT'S Board of Supervisors and end on June 30, 2015. CONSULTANT shall commence performance of services upon receipt of a written Notice to Proceed from DISTRICT and shall diligently and responsibly perform the services in accordance with Attachment "A". CONSULTANT shall not perform any additional services, including Optional On-Call Services, except as directed by DISTRICT in writing. No payment will be made for any work or services performed without written authorization from the DISTRICT.
4. COMPENSATION - DISTRICT shall pay CONSULTANT for services performed and expenses incurred in accordance with the cost proposal as set forth on Attachment "A" and the standard rates as set forth on Attachment "B" attached hereto and made a part hereof. The total amount of compensation paid to CONSULTANT under this

1 Agreement shall not exceed the sum of seven hundred eighty thousand dollars
2 (\$780,000.00), with the total amount of compensation paid to CONSULTANT not to
3 exceed one hundred thousand dollars (\$100,000.00) the first fiscal year and not to
4 exceed one hundred seventy thousand dollars (\$170,000.00) in any given fiscal year
5 thereafter.

6 5. PAYMENT – Upon satisfactory performance of CONSULTANT'S services as set forth
7 herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S
8 receipt of CONSULTANT'S appropriate monthly invoices. CONSULTANT shall keep
9 employee and expense records according to customary accounting methods and such
10 records shall be available for inspection by DISTRICT to verify the invoices of
11 CONSULTANT. All invoices shall itemize charges to conform to the portion(s) of work
12 and estimated costs as set forth on Attachments "A" and "B".

14 6. LICENSES - CONSULTANT, its employees, agents, contractors and subcontractors
15 shall maintain professional licenses required by the laws of the State of California at all
16 times while performing services under this Agreement.

18 7. INDEPENDENT CONTRACTOR - CONSULTANT and the agents and employees of
19 CONSULTANT, shall act at all times in an independent capacity during the term of this
20 Agreement and in the performance of the services to be rendered hereunder and shall not
21 act as or shall not be and shall not in any manner be considered to be employees or
22 agents of DISTRICT.

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1 8. NOTICES - Any and all notices sent or required to be sent to the parties of this
2 Agreement will be mailed by first class mail, postage prepaid, to the following
3 addresses:

4 RIVERSIDE COUNTY FLOOD CONTROL
5 AND WATER CONSERVATION DISTRICT
6 1995 Market Street
7 Riverside, CA 95206
8 Attn: NPDES Section

S. GRONER ASSOCIATES, INC.
4510 E. Pacific Coast Highway,
Suite 300
Long Beach, CA 90804
Attn: Namju Cho

9 9. INSURANCE

10 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold
11 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be
12 maintained, at its sole cost and expense, the following insurance coverages during the
13 term of this Agreement:

14 A. Workers' Compensation:

15 If CONSULTANT has employees as defined by the State of California,
16 CONSULTANT shall maintain statutory Workers' Compensation Insurance
17 (Coverage A) as prescribed by the laws of the State of California. Policy shall
18 include Employers' Liability (Coverage B) including Occupational Disease with
19 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to
20 waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed
21 Servant/Alternate Employer Endorsement.

22 B. Commercial General Liability:

23 Commercial General Liability insurance coverage, including but not limited to,
24 premises liability, unmodified contractual liability, products and completed
25 operations liability, personal and advertising injury, and cross liability coverage,
26 covering claims which may arise from or out of CONSULTANT'S performance of
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1 its obligations hereunder. Policy shall name the Riverside County Flood Control
 2 and Water Conservation District, the County of Riverside, its agencies, districts,
 3 special districts, and departments, their respective directors, officers, Board of
 4 Supervisors, employees, elected or appointed officials, agents or representatives as
 5 additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per
 6 occurrence combined single limit. If such insurance contains a general aggregate
 7 limit, it shall apply separately to this Agreement or be no less than two (2) times
 8 the occurrence limit.

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 10 C. Vehicle Liability:

11 If vehicles or mobile equipment are used in the performance of the obligations
 12 under this Agreement, then CONSULTANT shall maintain liability insurance for
 13 all owned, non-owned or hired vehicles so used in an amount not less than
 14 \$1,000,000 per occurrence combined single limit. If such insurance contains a
 15 general aggregate limit, it shall apply separately to this Agreement or be no less
 16 than two (2) times the occurrence limit. Policy shall name the Riverside County
 17 Flood Control and Water Conservation District, the County of Riverside, its
 18 agencies, districts, special districts, and departments, their respective directors,
 19 officers, Board of Supervisors, employees, elected or appointed officials, agents or
 20 representatives as additional insureds.

21
 22 D. General Insurance Provisions – All Lines:

23 a. Any insurance carrier providing insurance coverage hereunder shall be
 24 admitted to the State of California and have an A.M. BEST rating of not less
 25 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
 26 County Risk Manager. If the County Risk Manager waives a requirement for
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a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the County Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to

1 such effective date, another properly executed original Certificate of
2 Insurance and original copies of Endorsements or certified original policies,
3 including all endorsements and attachments thereto, evidencing coverages set
4 forth herein and the insurance required herein is in full force and effect.
5 *CONSULTANT shall not commence operations until DISTRICT has been*
6 *furnished with original Certificate(s) of Insurance and certified original*
7 *copies of Endorsements and if requested, certified original policies of*
8 *insurance including all endorsements and any and all other attachments as*
9 *required in this Section. An individual authorized by the insurance carrier to*
10 *do so on its behalf shall sign the original endorsements for each policy and*
11 *the Certificate of Insurance.*

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- 13 d. It is understood and agreed by the parties hereto that CONSULTANT'S
14 insurance shall be construed as primary insurance, and DISTRICT'S
15 insurance and/or deductibles and/or self-insured retentions or self-insured
16 programs shall not be construed as contributory.
- 17
- 18 e. If, during the term of this Agreement or any extension thereof, there is a
19 material change in the scope of services; or there is a material change in the
20 equipment to be used in the performance of the scope of work which will add
21 additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or
22 the term of this Agreement, including any extensions thereof, exceeds five (5)
23 years, DISTRICT reserves the right to adjust the types of insurance required
24 under this Agreement and the monetary limits of liability for the insurance
25 coverages currently required herein, if, in the County Risk Manager's
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1 reasonable judgment, the amount or type of insurance carried by
2 CONSULTANT has become inadequate.

3 f. CONSULTANT shall pass down the insurance obligations contained herein
4 to all tiers of subcontractors working under this Agreement.

5 g. The insurance requirements contained in this Agreement may be met with a
6 program(s) of self-insurance acceptable to DISTRICT.

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8 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or
9 any incident or event that may give rise to a claim arising from the
10 performance of this Agreement.

11 10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT
12 (including its officers, Board of Supervisors, elected and appointed officials, employees,
13 agents and representatives) from any liability, claim, damage, proceeding or action,
14 present or future, based upon, arising out of or in any way relating to CONSULTANT'S
15 (including its officers, employees, subcontractors and agents) actual or alleged negligent,
16 reckless or willful misconduct acts or omissions related to this Agreement, performance
17 under this Agreement, or failure to comply with the requirements of this Agreement,
18 including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any
19 other element of any kind or nature whatsoever.

20
21 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
22 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
23 DISTRICT (including its Board of Supervisors, elected and appointed officials,
24 employees, agents and representatives) in any claim, proceeding or action for which
25 indemnification is required.
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1 With respect to any of CONSULTANT'S indemnification requirements,
 2 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice
 3 and shall have the right to adjust, settle, or compromise any such claim, proceeding or
 4 action without the prior consent of DISTRICT; provided, however, that such adjustment,
 5 settlement or compromise is in no manner whatsoever limits or circumscribes
 6 CONSULTANT'S indemnification obligations to DISTRICT.

7 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
 8 has provided to DISTRICT the appropriate form of dismissal (or similar document)
 9 relieving DISTRICT from any liability for the claim, proceeding or action involved.

10 The specified insurance limits required in this Agreement shall in no way limit or
 11 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT
 12 from third party claims.

13 In the event there is conflict between this section and California Civil Code Section
 14 2782, this section shall be interpreted to comply with California Civil Code Section
 15 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying
 16 DISTRICT or the County of Riverside to the fullest extent allowed by law. The
 17 obligations reflected in this Section shall survive the discharge or other termination of
 18 this Agreement.

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 21 11. WORK PRODUCT – CONSULTANT shall provide to DISTRICT, in addition to
 22 monthly statement documentation, with an annual report summarizing their activities
 23 and in a form acceptable to satisfy the conditions of the applicable National Pollutant
 24 Discharge Elimination System (NPDES) and Municipal Stormwater Permits. All work
 25 products or deliverables furnished under this Agreement shall become the sole property
 26 of DISTRICT. CONSULTANT shall not publish or transfer any material produced or
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1 resulting from activities supported by this Agreement without the written consent of the
2 General Manager-Chief Engineer. If any such material is subject to copyright or
3 trademark, the parties agree that the right to any and all copyright and/or trademark in
4 and to the material is expressly reserved to DISTRICT. If any such material is
5 copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-
6 free, non-exclusive, and irrevocable license to reproduce, publish and use such material,
7 in whole or in part, and to authorize others to do so, provided written credit is given the
8 author.

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- 10 12. TERMINATION - At any time during the term of this Agreement, DISTRICT may:
- 11 a. Terminate this Agreement without cause upon providing CONSULTANT thirty
12 (30) days written notice stating the extent and effective date of termination; or
- 13 b. Upon five (5) days written notice, terminate this Agreement for CONSULTANT
14 default, if CONSULTANT refuses or fails to comply with the provisions of this
15 Agreement or fails to make progress so as to endanger performance and does not
16 cure such failure within a reasonable period of time. In the event of such
17 termination, the DISTRICT may proceed with the work in any manner deemed
18 proper to DISTRICT.

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20 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i) Stop
21 all work under this Agreement on the date specified in the Notice of Termination; and
22 (ii) Transfer to DISTRICT and deliver in the manner, and to the extent, if any, as
23 directed by DISTRICT, any equipment, data or reports which, if the Agreement had
24 been completed, would have been required to be furnished to DISTRICT.

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26 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for
27 all services performed in accordance with this Agreement to the date of termination, a
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1 total amount which bears the same ratio to the total maximum fee otherwise payable
2 under this Agreement as the services actually bear to the total services necessary for
3 performance of this Agreement. Notwithstanding any of the other provisions of this
4 Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees
5 accrued prior to the date of termination) upon dishonesty, or a willful or material breach
6 of this Agreement by CONSULTANT; or in the event of CONSULTANT'S
7 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or
8 if the Agreement is terminated pursuant to Section 17, hereinafter titled NON-
9 DISCRIMINATION. In such event, CONSULTANT shall not be entitled to any further
10 compensation under this Agreement. The rights and remedies of DISTRICT provided in
11 this section shall not be exclusive and are in addition to any other rights and remedies
12 provided by law or under this Agreement.

14 13. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by
15 CONSULTANT without the prior written consent of DISTRICT.

17 14. CONFLICT OF INTEREST - CONSULTANT covenants that it presently has no
18 interest in, including but not limited to, other projects or independent contracts and shall
19 not acquire any such interest, direct or indirect, which would conflict in any manner or
20 degree with the performance of services required to be performed under this Agreement.
21 CONSULTANT further covenants that in the performance of this Agreement, no person
22 having any such interest shall be employed or retained by it under this Agreement.

24 15. JURISDICTION/LAW/SEVERABILITY - This Agreement is to be construed in
25 accordance with the laws of the State of California. If any provision of this Agreement
26 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
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1 remaining provisions shall be declared severable and shall be given full force and effect
2 to the extent possible.

3 Any legal action, in law or equity related to the performance or interpretation of this
4 Agreement shall be filed only in the Superior Court for the State of California located in
5 Riverside, California, and the parties waive any provision of law providing for a change
6 of venue to another location. Prior to the filing of any legal action, the parties shall be
7 obligated to attend a mediation session with a neutral mediator to try to resolve the
8 dispute.

9
10 16. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
11 this Agreement shall not be constructed to be a waiver of any subsequent or other breach
12 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
13 full and complete compliance with any terms of this Agreement shall not be construed as
14 in any manner changing the terms hereof, or estopping DISTRICT from enforcement
15 hereof.

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17 17. NON-DISCRIMINATION - In the performance of the terms of this Agreement,
18 CONSULTANT shall not engage in nor permit others he may employ to engage in
19 discrimination in the employment of persons because of the race, color, national origin
20 or ancestry, religion, physical handicap, disability as defined by the Americans with
21 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
22 accordance with the provision of California Labor Code Section 1735.

23
24 18. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
25 obligations of DISTRICT are limited by and contingent upon the availability of
26 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that
27 such funds are not forthcoming for any reason, DISTRICT shall immediately notify
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1 CONSULTANT in writing. This Agreement shall be deemed terminated and have no
2 further force and effect immediately on receipt of DISTRICT'S notification by
3 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to
4 payment for work already performed in accordance with the rates as set forth on
5 Attachments "A" and "B".

6 19. NEGOTIATED AGREEMENT - This Agreement is the result of negotiations between
7 the parties hereto, and the advice and assistance of their respective counsel. No
8 provision contained herein shall be construed against DISTRICT solely because, as a
9 matter of convenience, it prepared this Agreement in its final form.
10

11 20. ENTIRE AGREEMENT - This Agreement is intended by the parties hereto as a final
12 expression of their understanding with respect to the subject matter hereof and as a
13 complete and exclusive statement of the terms and conditions thereof. This Agreement
14 may be changed or modified only upon the written consent of the parties hereto.
15

16 21. COUNTERPARTS - This Agreement may be executed and delivered in any number of
17 counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto.
18 When each party has signed and delivered at least one COUNTERPART to the other
19 parties hereto, each COUNTERPART shall be deemed an original and, taken together,
20 shall constitute one and the same AGREEMENT, which shall be binding and effective
21 as to the parties hereto.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on


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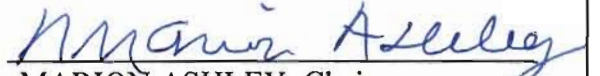
APR 05 2011

(to be filled in by Clerk of the Board)

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

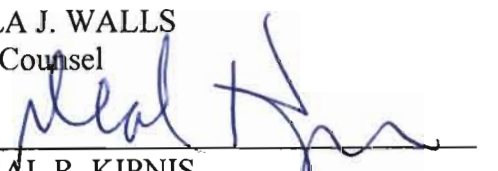
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

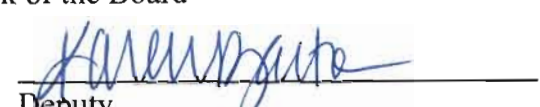
By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel
By 
NEAL R. KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

(SEAL)

Consulting Services Agreement for Public Education Support Services
TT/TMC:blj
02/24/11

S. GRONER ASSOCIATES, INC.

By 
STEPHEN GRONER, President

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Consulting Services Agreement for Public Education Support Services
TT/TMC:bjj
02/24/11

Attachment "A"
SCOPE OF SERVICES

The following describes a scope of services for the Riverside County Stormwater's public education program. Unless indicated otherwise, all programs will be applicable to and conducted in three Riverside County watersheds: Santa Ana, Santa Margarita and White Water. Efforts will be made to provide representation across these three watersheds, approximately as follows: 25% Whitewater, 60% Santa Ana, and 15% Santa Margarita. All references to 'annual deliverables' are in reference to full fiscal years.

1) SCHOOL PRESENTATIONS

Through our partnership with MFEE, we will annually conduct school presentations, with the aim of reaching up to 14,000 students in grades 3-5 across the three watersheds about stormwater pollution, what it means to them and encourage pollution prevention practices such as not littering. SGA will also followup with teachers to evaluate the presentations and provide tools and resources to help with clean-up events.

Compensation will be cost per unit - \$600 per presentation, times the number of presentations delivered, with the understanding there will be an average of 150 students per presentation and a goal of reaching up to 14,000 students per annum. All presentations will be conducted by MFEE trained presenters using the presentation created by MFEE based on State Curriculum Standards and we will, as much as possible, aim to reach assemblies whose number exceeds 150 students. Payments will be made on a monthly basis, based on the number of presentations made.

Annual Deliverables:

- a. Conduct presentations at schools targeting students in grades 3-5
Through its partnership with SGA, the MFEE has been conducting school presentations for elementary school students for over 15 years across Southern California. During this time, the MFEE has reached over a half million school students (including over 23,000 in Riverside) with a simple environmental message: "You make a difference!"

In coordinating assembly presentations, SGA will work with the teachers directly. When we first talk to the teachers about the school presentation, we present both the presentation and the clean-up together as one program so teachers understand the importance of both parts of the effort. Once the presentation has been completed, we follow up with the teachers about coordinating the clean-up and help them logistically by answering any questions about setting it up and incorporating it into their lesson plans to meet state curriculum standards.

The MFEE presentation is an entertaining, educational, permit specific and interactive 45-minute presentation that will explain the connection between the local watersheds and the urban environment. The presentation will be tailored to Riverside County's watersheds and will be conducted to Riverside elementary schools in assembly settings to reach a larger audience at a lower

cost. Not only does the presentation follow California Academic Science Standards (CASS), the assembly also builds on classroom lessons, inspires kids to care and motivates them to act. The presentations utilize an interactive multi-media show which connects students with their surroundings by teaching them about their watershed. Students are encouraged to put in to practice the lessons they've learned by hosting their own clean-up event.

b. Distribute curriculum guides to teachers at presentations

The program distributes State-approved curriculum guides to teachers with the goal of continuing the process of learning about watersheds. The guide provides teachers with a teaching packet of activities and projects with focused learning objectives; full step by step instructions for experiments; suggested modes of instruction and integration; vocabulary lists for integration with reading programs; and a complete breakout of the CASS that each activity fulfills.

c. Evaluate presentations by surveying teachers

The teachers will be surveyed after each presentation through a hand-out. Teachers' evaluations provide the best anecdotal feedback for the program. These evaluations tell us how well the information fit with existing curricula, what students' reactions were, the level of student involvement and general comments. One of the most encouraging results reported by teachers in their evaluations of the MFEE's program is the continued participation of students in clean-up activities. Monitoring this provides an indication of how school education efforts are affecting behavior.

d. Coordinate with teachers after presentations to organize a clean-up

SGA will develop and distribute to teachers, a clean-up tool kit comprised of a checklist and teacher exercises. This makes it easier for everyone to host and participate in a clean-up near them, whether city sponsored or school sponsored. In addition to the presentation, SGA will ask that Riverside County Stormwater program be included as a resource to the schools where appropriate (e.g. newsletter, website links).

Measures of effectiveness:

On a quarterly basis, SGA will provide a school participation report detailing these metrics along with the names of the schools that were contacted as well as the names of schools where a presentation has been scheduled. Measures of effectiveness will be reported on a watershed basis.

- a. Number of schools visited and students educated at the school presentations
- b. Evaluations from teachers post-presentations
- c. Photographs of presentations and clean-up events
- d. Monitor continued participation of students in clean-up activities, such as number of pounds of trash collected during clean-ups
- e. Online student quizzes hosted from the program's website*
- f. Feedback from the students

First Year Estimated Budget: \$32,400

Full Year Estimated Budget: \$40,000

**Deliverable shall include development of an online quiz and coordination with District IT staff for inclusion on the website.*

2) BUSINESS PARTNERSHIP PROGRAMS

We will build on our existing Business Partnership Program, and focus on store outreach and mobile services.

SGA has built relationships in the Riverside business community for more than eight years, having partnered with the District on successful, stormwater outreach with more than 1,000 stores. SGA will continue to build upon the momentum of our previous efforts in delivering a multi-platform, cost-effective program tracked through hard number deliverables.

A. Store Outreach:

We will continue to maintain partnerships with garden centers/nurseries, paint stores, hardware stores, home improvement stores and pet facilities. We will also train store staff on specific stormwater/BMP issues. Our key goal will be to incorporate the “Our Water, Our World” materials into the big box retailers.

Compensation will be cost per store outreached, or \$250 per store, assuming a target of 160. Payments will be made on a monthly basis, based on the number of stores outreached.

Annual Deliverables:

- a. Update existing database of business partners
- b. Outreach to 160 retail stores including garden centers/nurseries, paint stores, hardware stores, home improvement stores and pet facilities; distributed across the three watersheds. Outreach will address general pollution prevention practices appropriate to the business, with an additional focus on the pollutants of concern for the watershed.
 - i. Get as many stores as possible to approve the posting of the “Our Water, Our World” pesticide materials in their stores, and distribute/refresh such material at all approving locations.
 - ii. Collect as many email signups from employees as possible to include in the email marketing database.

- iii. We will continue to use posters, shelftalkers, tearsheets and all items described in our annual reports. As previously stated, we would seek to introduce certain items as part of our incentivized sign-up efforts.
- iv. Educate 406 store employees at various retail stores with an emphasis on the pollutants of concern for the watershed, including fertilizers and pesticides, get commitment letters and provide more information using “Our Water, Our World” materials.
- v. We will continue to support the pre and post training surveys we already have in place in addition to tracking gross numbers of businesses reached and materials dispensed.
- vi. Conduct an incentivized commitment letter/pledge program with a raffle ticket or a giveaway to encourage people to sign up.

B. Mobile Services:

We will create specialized outreach materials that will incorporate aspects of the stormwater program that are engaging and relevant to mobile services, focusing on BMPs.

Compensation will be upon completion of the deliverables below, for a total of \$5,000.

Annual Deliverables:

- a. Develop/Update a “Mobile Services” webpage*
- b. Create and email one e-blast (an e-blast is an email with graphics, usually in color, to get a message across to a targeted audience)
- c. Develop a handout

Measures of effectiveness for Business Partnership Program:

On a quarterly basis, SGA will provide a report detailing the following measurables along with the names and addresses of the businesses that were outreached to, divided by watershed.

- a. Number of partner stores outreached
- b. Number of materials distributed
- c. Commitment letters signed and email addresses received
- d. Number of employees trained
- e. Results of surveys
- f. Photographs of outreach
- g. All reporting will be broken down by Watershed and within those, by category of businesses
- h. Number of unique visitors to the webpage**
- i. Number of handouts distributed
- j. Number or percentage of opens and clicks to the e-blast

**Deliverable shall include development of / updates to the webpage, and coordination with District IT staff for inclusion on the website.*

*** Website related measures of effectiveness shall be obtained from District IT staff for incorporation into the annual report.*

Budget: \$45,000

3) MOBILE HOME PARKS/HOAs

We will create specialized outreach for Mobile Home Parks and HOAs covering the Santa Margarita Watershed area only through email communications and by developing a webpage targeting this subpopulation. This will be part of our effort to identify subpopulations of Riverside County who are most likely to engage in polluting activities (i.e., homeowners who maintain their lawns are important to target regarding pesticides, pet owners are important to outreach to regarding picking up after their pet to prevent pathogens/bacteria in stormwater). We will employ Community Based Social Marketing (CBSM) tactics to identify them and then target those subpopulations through customized messages in the e-blast and through the webpage.

Compensation will be \$3,500, or 50% of the budget for this component, following release of each e-blast (and accompanying webpage update).

Annual Deliverables:

- a. Develop/update list of mobile home parks and HOAs
- b. Target Audience Research focusing on preferred methods of communication
- c. Craft and release 2 e-blasts
- d. Develop/update 1 webpage targeting owners and residents of Mobile Home Parks and HOAs, concurrent with each e-blast*

Measures of effectiveness that will be reported quarterly:

- a. Number or percentage of opens and clicks to e-blasts
- b. Number of unique visitors to webpage and other relevant statistics**

**Deliverable shall include development of / updates to the webpage, and coordination with District IT staff for inclusion on the website.*

*** Website related measures of effectiveness shall be obtained from District IT staff for incorporation into the annual report.*

Budget: \$7,000

4) E-Newsletters

We will craft an outreach program that includes e-newsletters in an effort to keep stormwater issues on the minds of residents and stakeholders. Whenever feasible, we would seek to utilize existing materials as a way of saving costs and avoiding having to “reinvent the wheel.” As part of an incentivized email sign-up program, we would seek to identify raffle prizes such as a rainwater barrel which would be raffled off to participants choosing to provide us with their contact information throughout the course of our outreach. We will also try to drive traffic to the Only Rain Down the Storm Drain website by placing links to the site in our e-newsletters and cross-link with other relevant sites as much as possible. This strategy is integrative, connecting the many modules of our efforts to a webpage that is immediately available with information for

potential business partners, as well as pro-active, providing outreach to people through the mechanisms of their daily routine. Rather than having to search us down at an event, when someone checks their email, we will be right there waiting for them via an e-newsletter or e-blast.

A. E-Newsletters

We will develop and send quarterly e-newsletters that will be custom designed in html format that consist of text and pictures. Through our e-newsletters, we will provide tailored follow-up materials to audiences reached at our outreach focused on various BMPs.

Compensation will be \$5,000 per e-newsletter, following release of each newsletter.

Deliverables:

- a. Send out quarterly custom designed html e-newsletters, including:
 - o Development of theme content and draft program actions
 - o Development of (and inclusion of links to) additional backend website/blog, content*
 - o Links to any relevant already existing PDF's or other documents
- b. Build and manage Constant Contact database for subscribers (email addresses)
- c. Analyze and track the effectiveness of the emails through statistics (rates at which audience clicked and opened the e-newsletter)
- d. Set up online e-subscriber form linked to backend Constant Contact database for e-newsletters*
- e. Coordinate with District IT department on the posting of pages on website so e-newsletter drives traffic to new site*

First Year Estimated Budget: \$10,000

Full Year Estimated Budget: \$20,000

Measures of Effectiveness for E-Newsletters:

Our online outreach would be evaluated through hard number deliverables in the annual report (e.g. number of clicks and opens for the e-newsletters, etc.). This approach is quantitative, allowing for hard number deliverables to be evaluated regularly. We know exactly how many people are receiving and reading (or not reading) e-newsletters so we are able to tailor our approach to the findings accordingly.

- a. Open and click rates (i.e. how many recipients are opening and reading the e-newsletter) of e-newsletters delivered

**Deliverable shall include development of / updates to the webpage, and coordination with District IT staff for inclusion on the website.*

B. Program Branding:

We will develop an aesthetic design (involving type, color, graphics, etc) that embodies the look and feel of the program and expresses its goals in a creative way.

Compensation will be based on a one-time cost of developing a brand identity that incorporates the existing logo into the new look (\$5,360) that can be applied to online platforms such as the website and e-newsletter and offline collateral such as printed materials. This cost includes staff time on planning and consultation with the District on the program's aspirational identity; compiling existing logo files and graphics; design and 2 rounds of revisions. This cost also assumes the District will coordinate getting and receiving all feedback from the permittees.

Deliverables:

- a. Develop 3 concepts for review and approval by District
- b. Deliver 1 aesthetic identity

Budget: \$5,360

SUBTOTAL CORE SERVICES

First Year Estimated Budget: \$99,760

Full Year Estimated Budget: \$112,000

OPTIONAL ON-CALL SERVICES

The following on-call services will be performed upon specific direction from the District. Prior to performance of any of the on-call services, SGA will work with the District to agree upon specific task budgets and methods of payment, based on the scope of the actual work to be performed.

1) SCHOOL PRESENTATIONS

- a. Facilitate school clean-ups on a time and materials basis (estimated at \$1,206 per clean-up)

SGA will work with teachers to set up and help to implement school clean-up projects. Clean-ups enable the kids to put into action the ideas from the presentation. By linking the school presentations with clean-ups, these connections become more relevant to students as well as providing teachers the opportunity to leverage science and math California State Standards activities.

The estimated cost per clean-up of \$1,206 covers staff time to prepare and coordinate the cleanup in collaboration with teachers; travel time to and from site; attendance and taking photos at the clean-ups, as well as followup/update to get information such as total number of students participated, total weight of waste collected, etc.

Estimated Cost: \$1,206 per clean-up

2) BUSINESS PARTNERSHIP PROGRAMS

- a. Conduct Intercept Surveys

Intercept surveys can be conducted on an as-needed basis for a cost of \$690, for a half day onsite conducting surveys. Typically in a half day, about 30 intercept surveys can be collected. Intercept surveys are conducted outside of the targeted stores to gauge the effectiveness of our point of purchase marketing and outreach efforts by asking customers who are walking out from the stores whether they have seen the materials we produced and placed, and if so, what they think of them, etc.

Estimated Cost: \$690 per half day of conducting intercept surveys

- b. BMP Toolbox:

Develop and implement a BMP toolbox on website modeled after San Diego's projectcleanwater.org site. We recommend programming a template and database on the content management system that will enable users to search content easily. The cost of setting up the template that would include a database is a range between \$5,500 and \$15,000, assuming an approximate web page count of about 150. This includes staff time for design, programming, content input and updates and followup support.

We need to better understand the backend of the database for San Diego and other sites you would like to replicate. When we get a better sense of the backend, we will be able to provide a more accurate page count and therefore cost estimate to add an online toolbox.

Estimated Cost range: \$5,500 to \$15,000

3) PUBLIC OUTREACH EVENTS

At the direction of the District, we will provide the staffing for Public Outreach events. Multiple day events are major entertainment or cultural events attracting thousands of people. Team SGA has experience coordinating, staffing and managing these types of major events which range from Home and Garden Shows to the annual Orange Show held at San Bernardino. Single day events attract anywhere from a few dozen to a few thousand people. They may occur under the auspices of a club or group, they may occur in celebration of a holiday or legislative milestone. They include:

- Dog and pet adoption events
- Localized Farmer's Markets events
- Clean-up events
- Conferences
- Swap meets
- General grassroots efforts to distribute information to local areas

The key messages and materials distributed at public outreach events will depend largely on the type of event. Since outreach events will be targeted, SGA will provide the program with appropriate materials which emphasize BMPs most likely to resonate with projected audiences. At all events however, e-newsletter sign-up sheets to obtain emails from stakeholders will be a priority. SGA's goal is to keep people connected to the program in a way that is exciting, relevant and extends beyond that day.

Compensation will be based on cost per single-day event estimated at \$2,000, depending on the level of staff time for preparation, coordination on materials and setup with event hosts, attendance, travel time for one staff attending a one-day event as well as any followup needed. Events that last more than a day will be billed at an estimated rate of \$1,340 on the second or third day of the event, since there will be less preparation and followup time required.

Deliverables:

- a. Coordinate, staff and manage major events hosted by third parties as directed on an on-call basis
- b. Collect as many email signups as possible at each event
- c. Photographs of outreach as it is being conducted

Measures of effectiveness:

- a. Number of events

- b. Number of attendees
- c. Number of emails collected
- d. Number of materials distributed
- e. Number of surveys collected
- f. Qualitative estimate on the amount of publicity for the program

Estimated Costs: \$2,000 per single-day event and \$1,340 per additional day of an event

2) BOOTH IN A BOX

Develop a “Booth in a Box” which is essentially a toolkit that includes educational outreach materials, display materials and guidelines that agencies or other organizations can use at events. We will develop and deliver “booth in a box” to community organizations.

Compensation will be based on the cost of developing (or updating after the first year) “booth in a box” (\$1,500), and securing 3 partners for outreach opportunities (\$1,000).

Deliverables:

- a. Develop “booth in a box”
- b. Secure partners to carry out 3 “booth in a box” opportunities

Measures of effectiveness:

- a. Number of emails collected
- b. Number of partners secured for “booth in a box” opportunities

Estimated Costs: \$2,500

3) ADULT EDUCATION PROGRAMS

We will conduct a County-wide Adult Education Outreach Program targeting the most impactful subpopulations of the pollutants of concern. These presentations will be conducted on an as-needed basis based on the availability of events attended by relevant subpopulations.

We would begin by creating an all-new PowerPoint slide show specifically addressing the new permit guidelines. The slide show will include various multi-media aspects, including but not limited to:

- Diagrams
- Videos
- Interactive quizzes
- Photographs
- Text
- Maps

For events where our slide show could not be used, we would use these materials:

- Poster boards
- Brochures
- Tearsheets
- Tip cards

Many of those materials would be leveraged from other modules of this program as well as other applicable municipal efforts. These materials will all be consistent with the *Only Rain Down the Storm Drain* identity as will all staff representing the District at any event, Adult Education or otherwise.

The targeted behaviors and key messages would be sorted by impactful subpopulation (e.g. gardeners would be delivered information on integrated pest management.)

We will create a presentation detailing information for each Pollutant of Concern, which can then be tailored into separate shorter presentations depending on the event (e.g. a gardening event would receive a presentation on pesticide BMPs.)

Compensation will be based on delivery of the PowerPoint presentations (\$6,000) and cost per outreach event (\$3,000) attended using the presentations. The cost per event includes cost to print presentations, staff time to coordinate, travel and conduct presentations.

Deliverables:

- a. Create two tailored PowerPoint presentations regarding specific pollutant issues, regulatory requirements and best management practices
- b. Conduct outreach to target organizations or subpopulations that disproportionately impact stormwater pollution
- c. Conduct presentations to groups identified by the District
- d. Collect email signups
- e. Photographs of outreach as it is being conducted

Measures of effectiveness:

- a. The same pre and post training survey furnished to the participants of the Home Improvement Store Staff Trainings
- b. Number of participants reached
- c. Number of events attended
- d. Number of materials dispensed

Estimated Costs: \$6,000 per presentation and \$3,000 per event

4) PRINT MATERIALS

We will update outdated materials and develop materials such as brochures, handouts and tip cards and focus on the solution.

We will develop the materials that provide quick and simple models for what the audience should do to avoid contributing to pollution. The emphasis would be on targeting the pollutants of greatest concern and what activities create these sources.

Then provide solutions or BMPs so the audience has a model for what they should do, rather than what they should not do.

Program effectiveness criteria will be centered on this focus in addition to an analysis of the gross number of materials provided to audiences and the timeliness of their delivery.

Beyond the slogan and the logo, the Riverside County Stormwater program's branding will have a unique tone and voice which will be carried out through all of its materials at the most efficient cost. Along with letterheads, consistent color schemes, consistent typefaces and a general attention to detail, this announcement of partnership ensures that the Riverside County Stormwater program reaches its audience as a singular, cost-effective voice.

Print Materials Development:

Through our research conducted into targeting subpopulations, we will identify the appropriate outreach materials for reaching each audience. These materials may include brochures, handouts and tip cards. In addition to developing new materials, we will also update existing materials on an on-call basis.

Compensation will be negotiated in advance, based on the scope and scale of the materials to be developed. The cost to develop materials will depend on the type of material that is deemed most appropriate for the target audience we intend to reach. Costs will also be saved if we can limit the rounds of revisions to two.

Typical Deliverables:

- a. Develop creative brief
- b. Design initial concepts
- c. Produce electronic print-ready materials
- d. Synchronize look and feel of print materials with program's website

The estimated cost for development of a new single, audience/activity specific, 4-fold, full-color brochure is \$7,000. This cost includes consulting with the District on the goals and details of what you would like in the brochure; planning; collecting all applicable raw text and images from the District; design and layout; and 2 rounds of revisions.

Estimated Cost: \$7,000 per development of new single, audience/activity specific, 4-fold, full-color brochure

5) FACEBOOK PAGE

A Facebook page will provide regular updates on stormwater developments in Riverside County, BMPs and events to various target audiences, including teachers, businesses as well as community members. A Facebook page will engage the target audiences to learn more about stormwater issues and what one can do to make a difference or get more information and resources.

This online effort is also integrative as it connects the many modules of our efforts through a Facebook landing page for teachers or customers at stores we conducted

outreach in, BMPs for specific subpopulations and immediately available information for potential business partners. It is pro-active via people's Facebook page. We can also quantify the level of interest and engagement by tracking number of fans, likes, posts or comments made on Facebook.

Annual Deliverables:

- a. Create/maintain a Facebook page
- b. Collect at least 50 Facebook friends
- c. Post updates and respond to posts/questions at least once a week, and in consultation with the District as needed.
- d. Create monthly contests to secure Facebook friends and engage audiences
- e. Establish links between Facebook, online content, e-newsletters, e-blasts, and website

Typical Measures of effectiveness:

- a. Number of Facebook friends
- b. Number of Facebook posts, comments or likes

Estimated Annual Cost: \$15,000

6) LID EVENT

As directed by the District, we will oversee the media outreach for promoting Low Impact Development (LID) so it is a highly visible demonstration project. The District is scheduled to retrofit its facility involving LID techniques and highlighting various BMPs. We will organize a press event associated with this event and publicize it through media alerts and media relations. We will also develop messaging points so all spokespeople have a consistent, concise and clear message around the project. We will also develop materials such as an interactive web map with BMPs with the understanding that the District will provide all the data and materials, and no additional research on SGA's part is required. We will also develop permanent signs (quantity is to be determined) and a walking map for those present to walk through the actual site and learn about BMPs. The permanent, outdoor signage will distil complex technical language into user-friendly messages that are simple and clear for the layperson so that the public can learn about LID. Design of the signs will also be eye-catching so they stand out.

Compensation will be as follows:

- a. **Physical Signage:** Cost to develop a physical, permanent sign would be up to \$3,600. This includes staff time to plan and consult with the District; coordinate receipt of raw content (that we will repackage for the public), images and any applicable graphics; design, including creation of graphics; and 2 rounds of revisions.
- b. **Walking Map:** Cost to develop a walking map would be up to \$3,900. This includes staff time to plan and consult with the District; coordinate receipt of your site map/layout from landscape architect, raw content, images and any applicable graphics; design, including creation of graphics and user-friendly map; and 2 rounds of revisions.

- c. **Interactive Web Map:** Cost to develop and upload an interactive web map: \$2,660, which covers staff time to develop and place an interactive map on the new website. This cost assumes the District will be delivering all information and data to populate the map and therefore excludes staff time SGA would spend on research. The cost of having SGA conduct research to populate the map would be approximately \$5,320.
- d. **Media Outreach:** Cost for media event coordination: \$4,000, which covers staff time to develop media list; research, draft, revise and get media alert approved; followup with media contacts before, at and after the event; coordinate interviews with District spokespeople on-site; travel to and from site; attend the press event and track coverage.

Deliverables:

- a. Physical Signage and Walking Map:
 - o Develop 3 generalized concepts of the physical signs for District review
 - o Develop 1 walking map for on-site presentation
- b. Produce 1 interactive web map for integration into the website
- c. Media Outreach
 - o Develop media list including 20 contacts
 - o Distribute 1 media alert
 - o Disseminate media alert to 20 media contacts with follow-up phone calls made
 - o Collect as many e-mail signups as possible

Measures of effectiveness:

- a. Number of media hits
- b. Number of email signups from the event
- c. Number of people/reporters who attended the press event

Estimated Cost Range: \$14,160 - \$19,480

7) WEBSITE

We will develop and maintain a website on a separate URL address to have full control over content, images and updates, as guided by the District. We will develop dynamic content for a site that will include a homepage and an interactive calendar. Through a creation of an external site that will be linked to www.rcflood.org, we will provide access to online resources such as the clean-up guide for teachers.

There will be an upfront, one-time cost of \$5,000 to set up a CMS (content management system) for the website. This is a content management system that will help with SEO (search engine optimization). In other words, investing in a CMS early on will help with site management over the longer period and will allow the site management to get better placement in search engines.

1. Typical Initial Development Tasks:

- a. Develop a website on separate custom URL address (developed in consultation with District)
- b. Create wire frames website with backend content manager system for website management (one-time): this includes development of a site map and navigation
- c. Complete look and feel of page templates
- d. Complete selection of page content and populating of page templates with text, images and graphics, as appropriate
- e. Set up online e-subscriber form with back end database
- f. Complete open online and beta test pages

Estimated Cost: \$20,000

2. Typical Maintenance Tasks:

- a. Create or update content for a total of 6 pages
- b. Develop interactive calendar, updated at least once a week with District, city, and stakeholder events, meeting, etc.
- c. In consultation with the District, update website content, graphics, topics, etc. every other month to keep site “fresh”
- d. Cross-link with at least 3 external websites
- e. Track and analyze monthly traffic to the site through Google Analytics

Estimated Cost: \$15,000

Measures of Effectiveness for Website:

The website would be evaluated through hard number deliverables in the annual report (e.g. number of unique monthly visitors to website, etc.). This approach is quantitative, allowing for hard number deliverables to be evaluated regularly. We know exactly how many people are coming to the site so we are able to tailor our approach to the findings accordingly.

- a. Number of unique visitors to website and other related statistics to analyze traffic to the website*
- b. Percentage change in number of unique visitors to the site*

** Website related measures of effectiveness shall be obtained from District IT staff for incorporation into the annual report.*

8) OTHER SERVICES AS DIRECTED BY THE DISTRICT

Attachment "B"
RATE SHEET

2011 Hourly Staff Rates:

Project Director \$160
Project Manager \$134
Project Coordinator \$116
Project Specialist \$104
Graphic Designer/Programmer \$104
Outreach Specialist \$ 94

SGA bills mileage at the Federal mileage standard as set by the Internal Revenue Service (current 2011 mileage rate is \$0.51/mile). All "out of pocket" expenses are billed at cost plus 10%. All rates/deliverable costs/hard costs are adjusted annually on January 1st based on the Southern California inflation/cost of living index. The 2011 hourly rates listed above reflect a 1% increase from rates stated in the original proposal for 2010.