

APPENDIX G
Interagency Agreements

1 I. WHEREAS, DISTRICT, COUNTY, Coachella Valley Water District and the
2 incorporated cities within the County of Riverside (except for Blythe), have obtained NPDES MS4
3 Permits from the appropriate RWQCB pursuant to Section 402(p) of the CWA; and

4 J. WHEREAS, USEPA regulations and the NPDES MS4 Permits require municipalities to
5 control the contribution of pollutants to the municipal storm sewer by stormwater discharges associated
6 with industrial activity and the quality of stormwater discharged from sites of industrial activity; and

7 K. WHEREAS, DISTRICT, in accordance with its responsibilities as a Principal Permittee
8 is charged with developing comprehensive stormwater management programs within the County of
9 Riverside and in the region; and

10 L. WHEREAS, COUNTY through DEPARTMENT conducts certain area-wide programs
11 and activities pertaining to hazardous waste management, hazardous materials facility compliance
12 inspections, and health and safety code inspections; and

13 M. WHEREAS, certain aspects of DEPARTMENT'S activities are consistent with the goals
14 and objectives of the NPDES MS4 Permits and the Best Management Practices (BMPs) included in the
15 Permittees' regional Drainage Area Management Plans (DAMPs); and

16 N. WHEREAS, DISTRICT wishes to support certain DEPARTMENT programs and
17 activities by entering into this CONTRACT AGREEMENT with said COUNTY to contribute a sum of
18 money to sustain the scope of DEPARTMENT programs and activities to meet the requirements of the
19 NPDES MS4 Permits; and

20 O. WHEREAS, it is understood that this CONTRACT AGREEMENT does not change
21 existing responsibilities for compliance with any NPDES MS4 Permit, and DEPARTMENT, through any
22 services provided, is not assuming responsibility for NPDES MS4 Permit compliance requirements as
23 they exist or may be established; and

24 P. WHEREAS, cooperation between DISTRICT and DEPARTMENT in these matters is in
25 the best interest of the public.

26 NOW, THEREFORE, the parties hereto do mutually agree as follows:
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1 1. NPDES PROGRAM ACTIVITIES. DEPARTMENT will perform certain NPDES
2 PROGRAM ACTIVITIES as long as adequate manpower is available within DEPARTMENT'S staff and
3 reimbursement from DISTRICT is sufficient to perform the activities agreed to including the following:
4 Household Hazardous Waste (HHW) Collection Program; Antifreeze, Battery, Oil and Latex Paint
5 (ABOP) Program; hazardous materials/food facilities surveys (FIELD SERVICES) and enforcement
6 actions (ENFORCEMENT ACTIONS/LITIGATION SUPPORT). A scope of services and budget for the
7 HHW and ABOP programs are described below. A scope of services and budget for FIELD SERVICES
8 and ENFORCEMENT ACTIONS/LITIGATION SUPPORT are described in Attachment A hereto.

9 (a) MOBILE HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION
10 PROGRAM

11 (i) DEPARTMENT shall conduct not less than fifteen (15) HHW collection
12 events during the first fiscal year of this CONTRACT AGREEMENT.
13 Additional events for future fiscal years will be scheduled based on the
14 amount of DISTRICT'S contribution to specifically support the HHW
15 program. A minimum of two (2) mobile HHW events or a single permanent
16 HHW site shall be established in each of the three (3) NPDES MS4 Permit
17 areas (Santa Ana, Santa Margarita and Whitewater watersheds). The Pedley
18 and Palm Springs ABOP centers will be converted to permanent HHW
19 collection centers beginning in FY 04/05.

20 (ii) DISTRICT shall advertise scheduled HHW collection events in countywide
21 and/or local newspapers.

22 (iii) DISTRICT and DEPARTMENT shall work cooperatively with COUNTY,
23 incorporated cities, and other interested parties to provide technical
24 assistance and/or coordinate additional HHW collection events within the
25 NPDES Permit areas.

26 (b) PERMANENT HHW/ABOP PROGRAM
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- (i) DEPARTMENT shall operate three (3) permanent HHW or ABOP collection centers in Murrieta, Pedley and Palm Springs. The Pedley and Palm Springs ABOP collection center will be operated as ABOP centers until converted to full HHW collection centers.
- (ii) DISTRICT and DEPARTMENT shall work cooperatively with COUNTY, incorporated cities, and other interested parties to facilitate the establishment of additional ABOP/HHW collection centers within the NPDES Permit areas.

(c) FIELD SERVICES

As requested by DISTRICT and described in Attachment 'A', DEPARTMENT shall:

- (i) Provide NPDES Program support by distributing NPDES guidance materials (NPDES Stormwater Program Compliance and BMP information) and performing facility surveys at selected hazardous materials/food facilities that are within the purview of the existing facility inspection programs conducted by the Hazardous Materials Management Division (HMMD) and/or the District Environmental Services Division (DESD).

(d) ENFORCEMENT ACTIONS/LITIGATION SUPPORT

- (i) DISTRICT and DEPARTMENT recognize that on occasion it may be necessary to pursue enforcement action(s) against violators of local stormwater ordinances and/or the California Water Code. Upon written request from DISTRICT, DEPARTMENT, acting within the scope of its normal regulatory activities, will assist DISTRICT in obtaining compliance with NPDES stormwater regulations.
- (ii) In cases of significant non-compliance, DEPARTMENT'S HMMD will coordinate, as needed, with NPDES MS4 Permittees, CRWQCB, and the District Attorney's Environmental Crimes Task Force.

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

4 (a) DISTRICT and DEPARTMENT staff shall review available funding resources and
5 develop a preliminary schedule for NPDES program activities based on
6 DISTRICT's contribution to NPDES PROGRAM ACTIVITIES for the upcoming
7 fiscal year.

8 (b) DISTRICT and DEPARTMENT staff shall summarize the scope, priorities and
9 projected costs for NPDES PROGRAM ACTIVITIES in a document entitled
10 "Scope of Services for the Department of Environmental Health NPDES Program
11 Activities" (Attachment A) which will serve as a basis for services to be rendered
12 under a proposed agreement for each fiscal year through Fiscal Year 2008/2009.

13 (c) DISTRICT shall contribute a sum of up to three hundred thousand dollars
14 (\$300,000) (CONTRIBUTION), not later than May 31st each fiscal year to
15 DEPARTMENT to support HHW events and ABOP activities for the respective
16 Fiscal Year.

17 (d) DISTRICT shall contribute a sum of up to \$275,000 (REIMBURSEMENT)
18 annually to support FIELD SERVICES and ENFORCEMENT
19 ACTIONS/LITIGATION SUPPORT.
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21 3. USE OF ABOP/HHW CONTRIBUTION. DEPARTMENT shall use CONTRIBUTION
22 only for salaries, training, equipment, supplies, waste disposal and other expenses related to providing
23 NPDES PROGRAM ACTIVITIES as agreed upon by DISTRICT and DEPARTMENT.
24

25 4. INDEMNITY AND HOLD HARMLESS. COUNTY shall indemnify and hold
26 DISTRICT, its officers, employees and agents free and harmless from all claims, actions, damages and
27 liabilities of whatsoever kind and nature arising from death, personal injury property damage or other
28 cause asserted or based upon any act or omission of or by person or persons associated with NPDES

1 PROGRAM ACTIVITIES relating to or in any way connected with the accomplishment of the work or
2 performance of services of NPDES PROGRAM ACTIVITIES. As part hereto of the foregoing
3 indemnity, COUNTY agrees to protect and to defend at its own expense, including attorneys' fees,
4 DISTRICT, its officers, agents and employees from any and all legal action based upon any negligent acts
5 or omissions, as stated herein, by any person or persons.

6 5. REPORTS AND INFORMATION. DEPARTMENT shall submit to DISTRICT on or
7 before October 1st a report on NPDES PROGRAM ACTIVITIES performed by DEPARTMENT during
8 the previous fiscal year (July 1 through June 30). The report shall include but not be limited to:

9 (a) Narrative describing the HHW Program (to include a summary of each collection
10 event), ABOP Program, FIELD SERVICES and ENFORCEMENT
11 ACTIONS/LITIGATION SUPPORT, performed by DEPARTMENT (pursuant to
12 this CONTRACT AGREEMENT) during the prior fiscal year.

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

15 (c) Costs incurred for FIELD SERVICES and ENFORCEMENT ACTIONS/
16 LITIGATION SUPPORT activities.

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18 6. HHW EVENT. For the purposes of this CONTRACT AGREEMENT, an HHW event is
19 a mobile HHW collection center operated by DEPARTMENT.

20 7. PAYMENT. Payment for HHW Collection Program and ABOP Program shall be as
21 described in Section 2 above. Payment for FIELD SERVICES and ENFORCEMENT
22 ACTIONS/LITIGATION SUPPORT will be billed to DISTRICT on a quarterly basis throughout the
23 fiscal year.

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

1 Once each quarter, DEPARTMENT shall submit to DISTRICT a quarterly billing
2 statement (invoice) that itemizes the costs for personnel, legal services, equipment and materials costs
3 incurred for REIMBURSEMENT. The DISTRICT shall reimburse costs of DEPARTMENT within 30
4 days upon receipt of DEPARTMENT'S invoice.

5 8. CONTINGENCY. CONTRIBUTION and REIMBURSEMENT shall be contingent
6 upon the approval by DISTRICT'S Board of Supervisors of the annual Benefit Assessment levies for the
7 Santa Ana, Santa Margarita and Whitewater Watershed Benefit Assessment Areas and based on available
8 funding. If the CONTRIBUTION or REIMBURSEMENT determined to be available is less than the
9 prior fiscal year total, DEPARTMENT shall be notified per Section 2 above so it may adjust, after
10 consultation and agreement by DISTRICT, the scope of NPDES PROGRAM ACTIVITIES to be
11 provided during the current or next fiscal year.

12 9. COMPLIANCE WITH NPDES PERMITS. NPDES PROGRAM ACTIVITIES, as
13 specified herein, will be performed by DEPARTMENT under this CONTRACT AGREEMENT.
14 Nothing in this CONTRACT AGREEMENT shall be construed as making DEPARTMENT responsible
15 for NPDES Permit compliance.

16 10. NON-INTERFERENCE. DISTRICT understands and agrees that it shall not directly
17 supervise or interfere with any of DEPARTMENT'S activities contemplated hereunder.

18 11. TERM OF AGREEMENT. This CONTRACT AGREEMENT shall commence on the
19 date of execution thereof and shall continue in effect until June 30, 2009.

20 12. TERMINATION OF AGREEMENT. Either party may terminate the provisions of this
21 CONTRACT AGREEMENT related to the HHW and ABOP Programs subject to six (6) months written
22 notice thereof. Three (3) months notice is required if either party desires to terminate activities performed
23 pursuant to FIELD SERVICES portion of this CONTRACT AGREEMENT.

24 13. APPLICABILITY OF PRIOR AGREEMENTS. This CONTRACT AGREEMENT and
25 the Attachments hereto constitute the entire CONTRACT AGREEMENT between the parties with respect
26 to the subject matter; all prior agreements, representations, statements, negotiations and understandings
27 are hereby superseded.
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IN WITNESS WHEREOF, the parties hereto have executed this agreement on

APR 20 2004

(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 James A. Venable
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk to the Board

By Cornelia A. Daley
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Gary Root
GARY ROOT
Director

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

APPROVED AS TO FORM

ATTEST:

WILLIAM C. KATZENSTEIN
County Counsel

NANCY ROMERO
Clerk to the Board

By Timothy J. Davis
TIMOTHY J. DAVIS
Deputy County Counsel

By Cornelia A. Daley
Deputy

(SEAL)

TMR:seb
PC\86805
3/1/04

5/21/04

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

First Year (FY 2003-2004)

Task 1 - Conduct education and outreach and inspect for compliance with City/County 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. 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 03/04 (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

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, 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.

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

- The Storm Water Ordinances
- Tentative Order No. R9-2004-001 (the Riverside County Municipal Storm Water Permit proposed to be adopted by the San Diego RWQCB)

Colorado River Basin RWQCB Board Order No. 01-077 section E.1.b.

- The Storm Water Ordinances
- Order No. 01-077 (the Riverside County Municipal Storm Water Permit adopted by the Colorado River Basin RWQCB)

FIELD SERVICES BUDGET ESTIMATE FY 2003-2004

FY 2003-04		Facilities (No.)	Time (min)	Rate (\$/hr)	Total	Budget
Task 1,2,3,5,6	DESD	2000	30	\$126	\$126,000	
Task 7	HMMD (Includes any necessary administrative support time)	1100	30	\$135	\$74,250	
	Training	No. of Staff				
	DESD	47	240	\$126	\$23,688	
	HMMD	20	240	\$135	\$10,800	
Task 4	Enforcement Action/ Litigation Support	2	@	\$10,000	<u>\$20,000</u>	
	TOTAL				\$254,738	
	Contingency				<u>\$20,262</u>	
	GRAND TOTAL				\$275,000	\$275,000

AGREEMENT

HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", hereby establish the responsibilities of each party concerning COUNTY'S Hazardous Materials Emergency Response Team.

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act (CWA) (33 U.S.C. §1342(p)); and

WHEREAS, 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 into navigable waters; and

WHEREAS, 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

WHEREAS, Section 402(p) further requires the Federal Environmental Protection Agency (EPA) to promulgate regulations for NPDES Permit applications; and

WHEREAS, EPA promulgated such regulations and adopted them in November 1990; and

WHEREAS, 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

WHEREAS, 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

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

WHEREAS, the NPDES Permits require the municipal permittees to develop comprehensive stormwater discharge management programs to improve water quality in the County of Riverside and in the region and to respond to emergency incidents to control the discharge of pollutants to the waters of the United States; and

WHEREAS, COUNTY, through the Riverside County Fire Department, staffs and maintains a HAZARDOUS MATERIALS RESPONSE TEAM, hereinafter called "TEAM"; and

WHEREAS, DISTRICT in accordance with certain responsibilities described in the NPDES Permits and the NPDES Stormwater Discharge Permit Implementation Agreements for the Santa Ana Region (Santa Ana Drainage Area) dated December 16, 2003; for the San Diego Region (Santa Margarita Drainage Area) dated November 17, 1998; and for the Colorado River Basin Region (Whitewater Drainage Area) dated September 9, 1997; wishes to contribute a sum of money, hereinafter called "CONTRIBUTION", to the funding of TEAM to support TEAM'S existence and current activity status.

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

- 1. TEAM BUDGET CONTRIBUTION – DISTRICT shall contribute the sum of

up to three hundred sixty-five thousand dollars (\$365,000) to COUNTY on July 1st of each year after execution of this Agreement. Payment for Fiscal Year 2003/2004 shall be made within 30 days of execution of this Agreement. DISTRICT'S continuing CONTRIBUTION shall be contingent upon sufficient NPDES funds being available for the next Fiscal Year.

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

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

4. INDEMNITY AND HOLD HARMLESS – COUNTY 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 TEAM relating to or in any way connected with the accomplishment of the work or performance of services of TEAM. As part hereto of the foregoing indemnity, COUNTY 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 hereinabove, by any person or persons.

5. REPORTS AND INFORMATION – COUNTY shall submit to DISTRICT on or before August 15th a report summarizing the activities, responses, and cases handled or performed by TEAM between July 1st and June 30th of the previous Fiscal Year. The report shall consist of a narrative describing TEAM, its operations and any major spills, and a categorization of TEAM'S

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responses showing the following: responses inside and outside DISTRICT'S jurisdiction, traffic related responses, industrial related responses, drug enforcement responses, and other response categories. The report shall also include a description of current TEAM operating expenses and revenue sources (budget).

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

7. TERM OF AGREEMENT – This Agreement shall commence on the date of execution thereof and shall continue in effect until June 30, 2007.

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

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

APR 13 2004

(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 James A. Venable
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

Dated 4/5/04

ATTEST:

APPROVED AS TO FORM:

WILLIAM C. KATZENSTEIN
County Counsel

NANEY ROMERO
Clerk to the Board

By Timothy J. Davis
TIMOTHY J. DAVIS, Deputy

By Crinne R. Daley
Deputy

Dated _____

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Tom Tisdale
TOM TISDALE
County Fire Chief

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

Dated 5/5/04

ATTEST:

NANCY ROMERO
Clerk to the Board

By Crinne R. Daley
Deputy

(SEAL)

TMR:seb
3/5/2004
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1 dollars (\$20,000.00) for any Fiscal year 2003-2004, 2004-2005 or 2005-2006 unless a
2 written amendment to this Agreement is executed by both parties prior to performance of
3 additional services.

4 5. PAYMENT – Payment to CONTRACTOR shall be paid on a quarterly basis by
5 DISTRICT following satisfactory performance of the services, as set forth herein and
6 within thirty (30) days after DISTRICT'S receipt of appropriate monthly invoice(s) from
7 CONTRACTOR. CONTRACTOR shall keep employee and expense records according
8 to customary accounting methods and such records shall be available for inspection by
9 DISTRICT to verify the invoices of CONTRACTOR. All invoices shall itemize charges
10 to conform with the portion(s) of work and estimated costs as set forth on Attachment
11 "B".
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13 6. LICENSES - CONTRACTOR, its employees, agents, contractors and subcontractors
14 shall maintain professional licenses required by the laws of the State of California at all
15 times while performing services under this Agreement.
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17 7. NOTICES - Any and all notices sent or required to be sent to the parties of this
18 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

19 RIVERSIDE COUNTY FLOOD CONTROL	RIVERSIDE-CORONA RESOURCE
20 AND WATER CONSERVATION DISTRICT	CONSERVATION DISTRICT
1995 Market Street	4500 Glenwood Drive
Riverside, CA 92501	Riverside, CA 92501
	Attn: Shelli Lamb

22 8. REQUIRED INSURANCE
23 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
24 the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be
25 maintained, at its sole cost and expense, the following insurance coverages during the
26 term of this Agreement:
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Workers' Compensation:

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

Commercial General Liability:

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

Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than

1 \$1,000,000 per occurrence combined single limit. If such insurance contains a
2 general aggregate limit, it shall apply separately to this Agreement or be no less
3 than two (2) times the occurrence limit. If CONTRACTOR does not own vehicles,
4 CONTRACTOR shall maintain coverage for non-owned or hired vehicles in an
5 amount not less than \$1,000,000 per occurrence combined single limit. Such non-
6 owned or hired coverage may be included on the Commercial General Liability
7 policy. Policy shall name the Riverside County Flood Control and Water
8 Conservation District, the County of Riverside, special districts, their respective
9 directors, officers, Board of Supervisors, elected officials, employees, agents, or
10 representatives as additional insureds.
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12 **General Insurance Provisions – All Lines:**

- 13 a. Any insurance carrier providing insurance coverage hereunder shall be
14 admitted to the State of California and have an A.M. BEST rating of not less
15 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
16 County Risk Manager. If the County's Risk Manager waives a requirement
17 for a particular insurer such waiver is only valid for the specific insurer and
18 only for one policy term.
- 19 b. CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles
20 or self-insured retentions. If such deductibles or self-insured retentions
21 exceed \$500,000 per occurrence such deductibles and/or retentions shall have
22 the prior written consent of the County Risk Manager before the
23 commencement of operations under this Agreement. Upon notification of
24 deductibles or self-insured retentions which are deemed unacceptable to the
25 DISTRICT, at the election of the County's Risk Manager, CONTRACTOR'S
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1 carriers shall either; 1) reduce or eliminate such deductibles or self-insured
2 retentions with respect to this Agreement with DISTRICT, or 2) procure a
3 bond which guarantees payment of losses and related investigations, claims
4 administration, defense costs and expenses.

5 c. CONTRACTOR shall cause their insurance carrier(s) to furnish DISTRICT
6 1) a properly executed original certificate(s) of insurance and original
7 certified copies of endorsements effecting coverage as required herein; or, 2)
8 if requested to do so orally or in writing by the County Risk Manager,
9 original certified copies of policies including all endorsements and all
10 attachments thereto, showing such insurance is in full force and effect.
11 Further, said certificate(s) and policies of insurance shall contain the
12 covenant that the insurance carrier(s) shall provide no less than thirty (30)
13 days written notice be given to DISTRICT prior to any material modification
14 or cancellation of such insurance. In the event of a material modification or
15 cancellation of coverage, this Agreement shall terminate forthwith, unless
16 DISTRICT receives, prior to such effective date, another properly executed
17 original certificate of insurance and original copies of endorsements or
18 original certified policies, including all endorsements and attachments
19 thereto, evidencing coverages and the insurance required herein is in full
20 force and effect. Individual(s) authorized by the insurance carrier to do so on
21 its behalf shall sign the original endorsements for each policy and the
22 certificate of insurance.

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26 CONTRACTOR shall not commence operations until DISTRICT has been
27 furnished with original certificate(s) of insurance and original certified copies
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of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

d. It is understood and agreed by the parties hereto and the CONTRACTOR'S insurance company(s), that the certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

9. INDEMNITY AND HOLD HARMLESS - CONTRACTOR agrees to and 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 negligent act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of DISTRICT or any officer or employee of said DISTRICT, other than the sole active negligence or willful misconduct of DISTRICT, its officers, employees or agents. As part hereto of the foregoing indemnity CONTRACTOR 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 acts or omissions, as stated hereinabove, by any person or persons.

10. WORK PRODUCT - CONTRACTOR shall provide DISTRICT with the reports and information as set forth on Attachment "A". All drawings, logs and reports shall be and remain the sole property of DISTRICT. CONTRACTOR shall not publish or transfer

1 any material produced or resulting from activities supported by this Agreement without
2 the written consent of the General Manager-Chief Engineer. If any such material is
3 subject to copyright or trademark, the parties agree that the right to any and all copyright
4 and/or trademark in and to the material is expressly reserved to DISTRICT. If any such
5 material is copyrighted, the parties hereto understand and agree that DISTRICT reserves
6 a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such
7 material, in whole or in part, and to authorize others to do so, provided written credit is
8 given the author.
9

10 11. TERMINATION - This Agreement may be terminated by either CONTRACTOR or
11 DISTRICT upon written notice to the other party in the event of substantial failure of
12 performance by the other party or in the event DISTRICT shall elect to abandon or
13 indefinitely postpone the project. In the event DISTRICT abandons or indefinitely
14 postpones the project and gives such notice of termination, DISTRICT shall make
15 payment for all services performed in accordance with this Agreement up to and
16 including the date written notice of Agreement termination is received by
17 CONTRACTOR. DISTRICT shall make payment for all services performed to the date
18 of written notice in accordance with the standard rates set forth on Attachment "B". In
19 the event of termination of this Agreement, upon demand, CONTRACTOR shall deliver
20 to DISTRICT all notes, studies, reports, plans, drawings and all other materials and
21 documents prepared by CONTRACTOR and provided by DISTRICT in the performance
22 of this Agreement. All such documents and materials shall be the property of the
23 DISTRICT.
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26 12. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by
27 CONTRACTOR without the prior written consent of DISTRICT.
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13. CONFLICT OF INTEREST – CONTRACTOR covenants that it presently has no interest in, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

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

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 NOV 25 2003

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

4

5 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

6

WARREN D. WILLIAMS
General Manager-Chief Engineer

By *James A. Venable*
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

8

9 APPROVED AS TO FORM:

ATTEST:

10

WILLIAM C. KATZENSTEIN
County Counsel

NANCY ROMERO
Clerk to the Board

11

12

By *Frank C. Aldrich III*
FRANK C. ALDRICH III

By *Nancy Romero*
Deputy

13

14

Dated 10-6-03

(SEAL)

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NPDES Storm Water/Clean Water Protection Program
PC\84489

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**RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT**

By *Alfred B. Bonnett, Jr.*
Responsible Officer

Alfred B. Bonnett, Jr.
Printed Name

President
Title

909.683.7691
Area Code/Phone Number

NPDES Storm Water/Clean Water Protection Program
AAM:lib
PC\84489
10/02/2003



Scope of Services
to conduct the
Storm Water Pollution Patrol School Program

The Riverside-Corona Resource Conservation District (RCRCD) will provide the following services to assist the Riverside County Flood Control and Water Conservation District (District) with implementation of the *StormWater/CleanWater Protection Program* from July 1, 2003, through June 30, 2006, in the Riverside County portions of the Santa Ana River and Whitewater River Watersheds.

The RCD proposes to:

1. Disperse, present and administer the Storm Water Pollution Patrol Education Program for the Santa Ana River and Whitewater River Watersheds;
2. Disperse, present and administer the Adult Storm Water Program for the Santa Ana River and Whitewater River Watersheds;
3. Disperse, present and administer the Home Garden Workshops for the Santa Ana River and Whitewater River Watersheds;
4. Disperse, present and administer the Watershed Clean Up Event for the Santa Ana Watershed; and
5. Assist with public outreach for the Santa Ana River and Whitewater River Watersheds.

**Implement the *Storm Water Pollution Patrol*
An Education Program for Elementary Levels**

1. Offer Materials

A letter offering the *Storm Water Pollution Patrol* materials will be sent to elementary school principals of public and private schools within the Riverside County portions of the Santa Ana River and Whitewater River Watersheds. With the letter, each teacher will be provided a copy of the booklet, a club information form and a return mailer order form.

A mailing list will be developed for approximately 159 public and 10 private elementary schools within the Santa Ana River Watershed and 54 public and 10 private elementary schools within the Whitewater Watershed. These areas encompass at least 18 different school districts (15, Santa Ana; 3, Whitewater). Teacher orders will be filled. Student booklets and club forms will be delivered or mailed to schools by the RCRCD.

The District will provide printed materials with a 30-day advanced notice from RCRCD. In the event the District is not able to provide printed materials in a timely manner, the RCRCD will be reimbursed for the cost of reproducing printed materials.

2. Provide School Programs

At the same time materials are offered to teachers, programs will be offered on the teacher return mailers. A one-hour classroom program, consisting of slides, video, songs and other activities will be offered to teachers. We estimate that approximately three days per week will be needed to present stormwater programs at different school locations. That time includes preparation, scheduling and travel. Presentations might also be promoted to youth groups.

3. Provide Awards

When classes or individuals complete the club requirements, the RCRCDD will mail or deliver *Storm Water Pollution Patrol* award materials including certificates and other materials. The RCRCDD will publish club member's names in its quarterly newsletter *Resources*. The District will provide award materials. Patrol member names and contact information will be provided to the District by the RCRCDD.

4. Events and Activity Prioritization

Prior to the beginning of each fiscal year, RCRCDD shall meet with District personnel to prioritize activities/events for the upcoming fiscal year. Compensation amount shall not exceed amounts stated for each watershed in item 6 below.

RCRCDD staff will assist with staffing the *StormWater/CleanWater* booth at various events and fairs as requested.

The RCRCDD coordinator will coordinate monthly with the District's Public Information Officer (PIO) to report on the status of this program so that the PIO can report on activities at the Santa Ana/Santa Margarita and Desert Task Force Monthly Meetings. If requested, the RCRCDD coordinator will attend the SA/SM and/or DTF meeting to present their status report in person.

RCRCDD staff will conduct garden workshops throughout the Riverside County portions of the Santa Ana River and Whitewater River Watersheds, at agreed-upon locations. There shall be a maximum of six workshops per fiscal year for the Santa Ana River Watershed and a maximum of three workshops per fiscal year for the Whitewater River Watershed. These workshops shall promote pest-free gardening and alternatives to pesticides including physical control, biological control and chemical control.

RCRCDD staff will work with the community to establish a Cleanup Day Event for the Santa Ana River Watershed. RCRCDD staff shall enlist the support of volunteers and the sites shall be determined by consultation with the District.

RCRCDD staff will provide Adult Storm Water Presentations as requested by community or civic groups with a maximum of six presentations per fiscal year for the Santa Ana River Watershed and a maximum of three presentations per fiscal year for the Whitewater River Watershed.

RCRCD staff will provide Catchbasin Marking Events as requested by youth or service groups with a maximum of three per fiscal year for the Santa Ana Watershed and a maximum of two per fiscal year for the Whitewater Watershed.

5. Reports

The RCRCD coordinator will provide quarterly reports to the *StormWater/CleanWater* Coordinator. For the student education program, the report will include the number of classroom presentations made during the quarter, names of teachers, and school presented to, and number and types of educational materials distributed during each presentation. The report will also identify the dates and locations of all other activities/events undertaken by the RCRCD as well as the number and types of materials (e.g., brochures, give-aways, etc.) distributed at those activities/events. The final fiscal year report shall be provided to the District no later than August 31st of each contract year.

6. Compensation

RCRCD shall submit quarterly invoices for services rendered within each quarter. RCRCD shall invoice no more than \$40,000 per fiscal year for the Santa Ana River Watershed and \$20,000 per fiscal year for the Whitewater River Watershed. This totals \$120,000 and \$60,000, respectively, over the three-year contract period.

Maximum Annual Activity & Fee Structure for the
Storm Water Pollution Patrol

<u>Item</u>	<u>Santa Ana</u>	<u>Whitewater</u>
1. Offer Materials		
School deliveries or mailings:		
Prepare & deliver school materials to school districts for approval and delivery to schools who request materials:		
120 hours @ \$29.00	\$ 3,480.00	
40 hours @ \$29.00		\$ 1,160.00
Supplies: labels and envelopes	\$ 100.00	\$ 40.00
Mileage (36¢ per mile, actual cost to be billed)		
2,000 miles/yr.	\$ 720.00	
300 miles/yr.		\$ 108.00
Postage (actual cost to be billed)	\$ 100.00	\$ 40.00
2. Provide School Programs		
A. Elementary classroom presentations (\$29.00/hr.)		
Actual cost to be billed.		
200 max. presentations/yr.: 720 hours	\$20,880.00	
100 max. presentations/yr.: 300 hours		\$ 8,700.00
B. Supplies and Printing		
Actual cost to be billed.		
	\$ 400.00	\$ 200.00
C. Mileage (36¢ per mile, actual cost to be billed)		
4,000 miles/yr.	\$ 1,440.00	
5,000 miles/yr.		\$ 1,800.00

<u>Item (per fiscal year)</u>	<u>Santa Ana</u>	<u>Whitewater</u>
3. Provide Award Materials		
A. Time to personalize certificates, print names for newsletter, and compile, mail or deliver award materials and thank you letters. Process approximately 10 per hour at \$16.00/hour = \$1.60 per <i>Storm Water Pollution Patrol</i> member. Actual cost to be billed (we estimate 500 members during the year).		
500/year x \$ 1.60	\$ 800.00	\$ 800.00
Postage to mail awards (actual to be billed) \$3.00 x 100 packets	\$ 300.00	\$ 300.00
4. Events		
A. Staff Storm Water/Clean Water booth at various events, fairs, etc.		
65 hours @ \$29/hr.	\$ 1,885.00	
40 hours @ \$29/hr.		\$ 1,160.00
B. Attend NPDES monthly meetings		
20 hours @ \$29/hr.	\$ 580.00	
17 hours @ \$29/hr.		\$ 493.00
C. Garden Workshops		
6 ea./yr. @ \$45/hr. x 4 hrs./workshop	\$ 1,080.00	
Mileage: 300 miles @ 36¢/mile (actual to be billed)	\$ 108.00	
3 ea./yr. @ \$45/hr. x 5 hrs./workshop		\$ 675.00
Mileage: 525 miles @ 36¢/mile (actual to be billed)		\$ 189.00
D. Watershed Cleanup Events (one per year)		
250 hours x \$29/hr.	\$ 7,250.00	
Mileage: 750 miles @ 36¢/mile (actual to be billed)	\$ 270.00	
Event Materials	\$ 1,000.00	
E. Adult Storm Water Presentations		
6 ea./yr. @ \$29/hr x 5 hrs./presentation	\$ 870.00	
Mileage: 500 miles @ 36¢/mile (actual to be billed)	\$ 180.00	

5 ea./yr. @ \$29/hr x 8 hrs./presentation	\$ 1,160.00
Mileage: 800 miles @ 36¢/mile (actual to be billed)	\$ 288.00

F. Catchbasin Marking Events	
3/yr. x \$29/hr. x 8 hrs.	\$ 696.00
Mileage: 500 miles @ 36¢/mile (actual to be billed)	\$ 180.00

2/yr. x \$29/hr. x 8 hrs.	\$ 464.00
Mileage: 960 miles @ 36¢/mile (actual to be billed)	\$ 345.60

5. Administrative Fee:

Includes time for planning, coordinating, meetings, proposal preparation and final report at 20% of actual cost.

Not to exceed 20% of \$40,000/fiscal year	\$ 8,000.00
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Not to exceed 20% of \$20,000/fiscal year	\$ 4,000.00
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ANNUAL CONTRACT TOTAL FOR <i>STORM WATER POLLUTION PATROL</i> EDUCATION PROGRAMS,		
NOT TO EXCEED	\$40,000	SANTA ANA WATERSHED, per fiscal year
	\$20,000	WHITEWATER WATERSHED, per fiscal year

Per this 3-year contract, total billings shall not exceed \$120,000 for the Santa Ana Watershed and \$60,000 for the Whitewater Watershed.

1 6. LICENSES - CONTRACTOR, its employees, agents, contractors and subcontractors shall
2 maintain professional licenses required by the laws of the State of California at all times while
3 performing services under this Agreement.

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

6 RIVERSIDE COUNTY FLOOD CONTROL	MISSION RESOURCE
7 AND WATER CONSERVATION DISTRICT	CONSERVATION DISTRICT
1995 Market Street	Post Office Box 1777
Riverside, CA 92501	Fallbrook, CA 92088
	Attn: Judy Mitchell

9 8. REQUIRED INSURANCE

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

13 Workers' Compensation:

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

20 Commercial General Liability:

21 Commercial General Liability insurance coverage, including but not limited to, premises
22 liability, contractual liability, completed operations, personal and advertising injury
23 covering claims which may arise from or out of CONTRACTOR'S performance of its
24 obligations hereunder. Policy shall name the Riverside County Flood Control and Water
25 Conservation District, the County of Riverside, special district, their respective directors,
26 officers, Board of Supervisors, elected officials, employees, agents or representatives as
27 additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per
28

1 occurrence combined single limit. If such insurance contains a general aggregate limit, it
2 shall apply separately to this Agreement or be no less than two (2) times the occurrence
3 limit.

4 **Vehicle Liability:**

5 If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the
6 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all
7 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence
8 combined single limit. If such insurance contains a general aggregate limit, it shall apply
9 separately to this Agreement or be no less than two (2) times the occurrence limit. If
10 CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for non-
11 owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined
12 single limit. Such non-owned or hired coverage may be included on the Commercial
13 General Liability policy. Policy shall name the Riverside County Flood Control and Water
14 Conservation District, the County of Riverside, special districts, their respective directors,
15 officers, Board of Supervisors, elected officials, employees, agents, or representatives as
16 additional insureds.

17 **General Insurance Provisions – All Lines:**

- 18
- 19 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to
20 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
21 8) unless such requirements are waived, in writing, by the County Risk Manager. If
22 the County's Risk Manager waives a requirement for a particular insurer such waiver
23 is only valid for the specific insurer and only for one policy term.
- 24 b. CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
25 self-insured retentions. If such deductibles or self-insured retentions exceed
26 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
27 written consent of the County Risk Manager before the commencement of
28 operations under this Agreement. Upon notification of deductibles or self-insured

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retentions which are deemed unacceptable to the DISTRICT, at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. CONTRACTOR shall cause their insurance carrier(s) to furnish DISTRICT 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; or, 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 that the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all endorsements and attachments thereto, evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

CONTRACTOR shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

d. It is understood and agreed by the parties hereto and CONTRACTOR'S insurance company(s), that the certificate(s) of insurance and policies shall so covenant and

1 shall be construed as primary insurance, and DISTRICT'S insurance and/or
2 deductibles and/or self-insured retentions or self-insured programs shall not be
3 construed as contributory.

4 9. INDEMNITY AND HOLD HARMLESS - CONTRACTOR agrees to and shall indemnify and
5 hold DISTRICT, its officers, employees and agents free and harmless from all claims, actions,
6 damages and liabilities of whatsoever kind and nature arising from death, personal injury,
7 property damage or other cause asserted or, based upon any negligent act or omission of
8 CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR
9 relating to or in any way connected with the accomplishment of the work or performance of
10 services under this Agreement, regardless of the existence or degree of fault or negligence on the
11 part of DISTRICT or any officer or employee of said DISTRICT, other than the sole active
12 negligence or willful misconduct of DISTRICT, its officers, employees or agents. As part hereto
13 of the foregoing indemnity CONTRACTOR agrees to protect and to defend at its own expense,
14 including attorneys' fees, DISTRICT, its officers, agents and employees from any and all legal
15 action based upon any acts or omissions, as stated hereinabove, by any person or persons.

16 10. WORK PRODUCT - CONTRACTOR shall not publish or transfer any material produced or
17 resulting from activities supported by this Agreement without the written consent of the General
18 Manager-Chief Engineer. If any such material is subject to copyright or trademark, the parties
19 agree that the right to any and all copyright and/or trademark in and to the material is expressly
20 reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and
21 agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce,
22 publish, and use such material, in whole or in part, and to authorize others to do so, provided
23 written credit is given the author.

24 11. TERMINATION - This Agreement may be terminated by either CONTRACTOR or DISTRICT
25 upon written notice to the other party in the event of substantial failure of performance by the
26 other party or in the event DISTRICT shall elect to abandon or indefinitely postpone the project.
27 In the event DISTRICT abandons or indefinitely postpones the project and gives such notice of
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termination, DISTRICT shall make payment for all services performed in accordance with this Agreement up to and including the date written notice of Agreement termination is received by CONTRACTOR. DISTRICT shall make payment for all services performed to the date of written notice in accordance with the standard rates set forth on Attachment "A". In the event of termination of this Agreement, upon demand, CONTRACTOR shall deliver to DISTRICT all notes, studies, reports, plans, drawings and all other materials and documents prepared by CONTRACTOR and provided by DISTRICT in the performance of this Agreement. All such documents and materials shall be the property of the DISTRICT.

12. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of DISTRICT.

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

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1 This Agreement is executed on AUG 26 2003
2 (to be filled in by Clerk to the Board)

3 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

4 By Michael D. Rawson
5 **WARREN D. WILLIAMS**
6 General Manager-Chief Engineer

By James A. Venable
JAMES A. VENABLE
Chairman, Board of Supervisors

7
8 APPROVED AS TO FORM:

ATTEST:
NANCY ROMERO
Clerk to the Board
By Nancy Romero
Deputy
(SEAL)

9 WILLIAM C. KATZENSTEIN
10 County Counsel

11 By Lee A. Vinocour
LEE A. VINOUCOUR
12 Deputy County Counsel

13 Dated 7/23/03

**MISSION RESOURCE CONSERVATION
DISTRICT**

14 By Judy Mitchell
15 **Judy Mitchell**

16 District Manager
17 Title

18 760.728.1332
19 Area Code/Phone Number

20 Contracting Services Agreement-
21 NPDES Public Education
22 KEC:mcv
23 07/22/2003
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stakeholder

ATTACHMENT "A"

SCOPE OF SERVICES For the implementation of the

STORM WATER/CLEAN WATER PROTECTION PROGRAM

Education Outreach Program for 7/1/03– 6/30/06

Program Overview

Mission Resource Conservation District (MRCD) is pleased to provide the following scope of services to assist Riverside County Flood Control District (District) with implementation of the Storm Water/Clean Water Protection Program in the Temecula/Murrieta/Wildomar/Lake Elsinore/Menifee areas.

The goal of the Education Outreach Program is to educate students and adults about how polluted stormwater enters surface and ground water and harms wildlife, jeopardizes the use of our rivers and lakes for recreation and may eventually contaminate our drinking water. Students and adults will learn how to protect and keep local waterways clean as well as the following:

- Definition of watershed;
- Definition of stormwater;
- The difference between storm drain systems and sewer systems;
- How surface and ground water can become polluted;
- About nonpoint and point source polluted runoff; and
- Solutions to keep our waterways clean.

The MRCD proposes to:

- I. Disperse, present, and administer the Storm Water/Clean Water Protection Program to public and private elementary schools: Fancy Fin the Fish (K-3), Fancy Fin and Phinnious J. Green (3-4) and Keep Your Local Waterways Clean (4-6), and;
- II. Disperse, present, and administer the Storm Water/Clean Water Protection Program to public and private middle schools using an interactive watershed model: Keep Your Local Waterways Clean (6-8), and;
- III. Upon request, MRCD will provide adult presentations to public or private businesses, churches, homeowners associations, adult community classes or community groups in the Temecula/Murrieta/Wildomar/Lake Elsinore/Menifee areas, and;
- IV. MRCD, upon request, will make available 50 hours of each year for public outreach and community clean-up events.

Program Details

I & II. Implement Storm Water/Clean Water Protection Program at public & private elementary schools

1. Provide Classroom Presentations:

Each teacher at each targeted school will be given a promotional flier announcing the availability of individual classroom presentations. Most fliers will be hand delivered to assure the fliers are dispersed in the teachers' mailboxes and not disregarded as junk mail. Scheduling will be done mostly by fax to accommodate the teachers' schedules. The school contact list will include public and private elementary schools and local youth groups in the Temecula, Murrieta, Wildomar, Lake Elsinore and Menifee areas. Teachers will be given the opportunity to access an instructor to conduct a classroom presentation from the following choices:

A. *Kindergarten through third grade - Fancy Fin the Fish.*

This introductory elementary school program will begin with a simple talk about natural resources, conservation, household hazardous materials, storm drains, sewers and local waterways using matted photographs, maps and story boards developed under the Storm Water/Clean Water Protection Program. Storyboards will follow Fancy Fin the Fish down the Santa Margarita River where she encounters various types of nonpoint source pollution. At each point in the story, students will participate by pouring "pollutants" made of nontoxic household materials that into Fancy Finn's fishbowl. These nontoxic materials represent various pollutants that enter local waters on a daily basis. Students will discuss what they can do to help keep each pollutant from entering local waterways. After the completion of the presentation, students will receive goodie bags stuffed with educational materials provided by the Storm Water/clean Water Protection program: Fancy Fin activity booklet, Pollution Patrol workbook, pencils, magnets, and stormwater brochures to share with parents and adults.

B. *Third and fourth grade - Fancy Finn and Phinnious J. Green.*

This elementary school program will emphasize literacy by asking students to read the story of *Fancy Finn and Phinnious J. Green* out loud. As Fancy Finn and Phinnious J. Green, a Pacific tree frog, travel down the river, they discuss the causes of pollution and differentiate between point source and nonpoint source pollution. The presentation will provide an overview of natural resources, conservation, household hazardous materials, storm drains, sewers and local waterways using matted photographs, maps and storyboards developed under the Storm Water/Clean Water Protection Program. After the completion of the presentation, students will receive goodie bags stuffed with educational materials provided by the Storm Water/clean Water Protection program: Fancy Fin activity booklet, Pollution Patrol workbook, pencils, magnets, and stormwater brochures to share with parents and adults.

C. *Fifth through eighth grade – Keep Your Local Waterways Clean.*

This elementary and middle school program will use a three-dimensional watershed model to demonstrate how each land use activity in a community can contribute or help prevent pollution in the watershed. Students are assigned a role, such as farmers, homeowners, pet owners, construction workers and factory owners. They will learn what types of pollutants can come from these various roles and what best management practices can be implemented to reduce and eliminate pollution from entering the waterways. Students will sprinkle various nontoxic “pollutants” onto their area of the watershed model, then simulate a rainstorm (with spray bottles) to learn how point source and nonpoint source pollutants contaminate the waterways. A discussion of household hazardous products and collection events will also be conducted.

The instructor, provided by MRCD, will be responsible for conducting the presentations as well as presentation promotion, scheduling, accounting of presentations given, and keeping adequate inventory of materials distributed. The goal for this three-year proposal is to conduct presentations (of any combination of the three presentation types) at the public and private elementary schools and middle schools. The instructor will also offer presentations to school administration; youth group leaders and in-service instruction to teachers.

2. Provide materials to teacher and individual students

After completion of a classroom presentation, goodie bags will be sent home with each student containing educational materials for the student and the parents. The goodie bag will include stormwater pollution activities, magnets, pencils and educational brochures. Teachers will be given a teacher packet with additional educational materials. Riverside Flood Control and MRCD will provide the educational materials.

3. Provide awards

The Storm Water Pollution Patrol booklet offers an award to each student completing the club requirements outlined in the activity booklet. Classes or individuals, who complete the club requirements, will be mailed Storm Water Pollution Patrol award materials, which will include personalized certificates and other items. The District will provide or cover the costs of award material upon approval. With District approval MRCD may seek media coverage of any award presentation to call further attention to the program and its participants.

4. Final Report

Upon conclusion of the contract period, a final report will be submitted which will include information on the number of presentations conducted, number of children and adults reached, schools participating and educational materials distributed. Recommendations to make the program more effective may be included in this report.

III. Conduct adult educational presentations for local community groups

1. Adult Presentations

MRCD will conduct adult stormwater pollution prevention presentations for adult groups in the Temecula/Murrieta/Wildomar/Lake Elsinore/Menifee areas. MRCD will not advertise these presentations but will make them available by special request only. MRCD will utilize the already developed and approved slide show from the Riverside Corona Resource Conservation District. The slide show presentation will address pollutants in storm water runoff, their impact on the Santa Margarita Watershed and on groundwater and actions that individuals can do to prevent stormwater pollution. The presentation will be edited to shorten the length of the presentation to make it more appropriate for the audience. Minor replacements of slides will customize the current presentation to be used specifically for the Santa Margarita River Watershed. Similar minor script changes will be made for the same purposes. The presenter will do narration of the slides. After the presentation, the adults will be provided with a packet of educational materials. Riverside Flood Control and MRCD will provide educational materials.

IV. Public outreach and community clean-up events

1. Community Outreach Events

MRCD will participate in public outreach events and assist in event planning, such as community clean-ups and community fairs in the contracted areas in support of the overall public education outreach effort. The MRCD will offer StormWater/CleanWater program materials and discuss the program theme. Riverside Flood Control will provide educational materials to MRCD on an as needed basis.

ATTACHMENT "B"

**Budget for
Education Outreach Program
for 7/01/03 – 6/30/06**

	<u>Item</u>	<u>Cost</u>
I, II & III.	Implement Storm Water/Clean Water Protection Program to elementary and middle schools and adult groups 174 presentations each year for a total of 522 over the three-year contract period.	
A.	Update school contact list and school district flier approval 25 hours @ \$30/hr.	750.00
B.	Preparation of promotional flier and flier delivery to individual schools 90 hours @ \$30/hr.	2700.00
C.	Inventory of educational materials & supplies, material requests and pick-up 30 hours @ \$30/hr.	900.00
D.	Supplies Presentation supplies (pollutants, replacement parts, etc.)	350.00
F.	Postage Pollution Patrol certificates and miscellaneous postage	100.00
G.	Conduct Presentations Staff time includes scheduling, preparation, travel, & conducting presentation 522 presentations @ 4 hours per presentation = 2088 hrs. 2088 hours @ \$30/hr.	62640.00
H.	Mileage 8500 miles @ \$.34/mile	<u>2890.00</u>
	Total for Tasks I, II & III	\$70,330.00

IV. Public Outreach

Not to exceed 50 hours per year, for a total of 150 hours during the contract period.

- A. Community Events
Staff time includes preparation, travel & planning meetings
150 hours @ \$30/hr. 4500.00
- B. Mileage
500 miles @ \$.34 170.00

Total for Task IV \$4,670.00

TOTAL FOR EDUCATION PROGRAM \$75,000.00

Administration Fee
20% of \$75,000 \$15,000.00

TOTAL \$90,000.00