

932

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



FROM: TLMA-Department of Environmental Programs

SUBMITTAL DATE:
October 6, 2006

SUBJECT: Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Agreement with O'Reilly Public Relations.

RECOMMENDED MOTION:

1. Approve and authorize the Chairman of the Board to sign the attached sole source agreement with O'Reilly Public Relations for an amount not to exceed \$120,000 for professional services related to the Coachella Valley Multiple Species Habitat Conservation Plan (Appendix A).
2. Authorize the Purchasing Agent to issue any administrative amendments, if necessary.

BACKGROUND: The Coachella Valley Association of Governments (CVAG) is the lead agency for preparation of a Multiple Species Habitat Conservation Plan (MSHCP) that covers the Coachella Valley and surrounding mountain areas to address current and future federal and state endangered species matters. The County and all the cities of the Coachella Valley approved the MSHCP, with the exception of the City of Desert Hot Springs (DHS). Since DHS did not approve the MSHCP, the CVAG Executive Committee rescinded approval of the Plan, thereby nullifying it for the permittees. This MSHCP nullification put the Fringe-toed Lizard Permit at risk since it was to be incorporated into the MSHCP.

(Continued on next page)

Carolyn Syms Luna

Carolyn Syms Luna
Director, Environmental Programs Department

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 120,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2006/07

SOURCE OF FUNDS: Environmental Programs Department operating budget.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE

County Executive Office Signature
[Signature]

Consent
 Policy

 Consent
 Policy

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

SC06 OCT 18 6W15: P5
RECEIVED STAFF/2006 CORNIA

Prev. Agn. Ref.: 15.1 on 8/29/06 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3 . 26

In order to maintain coverage for the Fringe-toed Lizard Permit, the County and the cities entered into a MOU with the CVAG Executive Committee that established a commitment for the completion of the revised MSHCP. CVAG staff has estimated that the MSHCP revision process will require 12 months, commencing August 1, 2006, at a cost of approximately \$1.2 million. On August 29, 2006 (Agenda Item 15.1), the Board of Supervisors approved \$500,000 in general fund to provide initial funding for the CVMSHCP. The funding was appropriated to Transportation Land Management Agency (TLMA) Environmental Programs Department to provide contract management for the CVMSHCP. CVAG will reimburse these funds within two years of the MSHCP approval. A contract for \$350,000 to be paid from these funds has already been approved. This request is for \$120,000, which will be paid from the original \$500,000 appropriated for the public outreach component of the CVAG MSHCP.

Attached is an agreement and scope of work with O'Reilly Public Relations, the firm that developed the public outreach program for the Riverside County Integrated Plan (RCIP) effort. Through the RCIP effort, O'Reilly Public Relations gained extensive knowledge about Riverside County, its cities, and their programs and processes. The RCIP, an unprecedented national effort, comprised coordination of an extensive General Plan update for unincorporated Riverside County, development of a MSHCP for Western Riverside County and the Transportation Corridor Plan (CETAP). O'Reilly Public Relations has worked previously with DUDEK and Associates on development of the Western Riverside County MSHCP and both parties have specialized skills and experience that are unique.

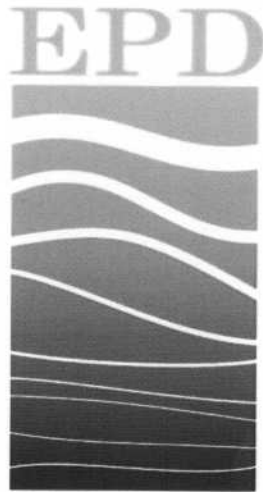
Because of their specialized skills and experiences, the established relationship with DUDEK and Associates, and the limited time frame for completion of the CVMSHCP revision effort, we feel a sole source contract with O'Reilly Public Relations, in this circumstance, is warranted and necessary. Additionally, the hourly rate offered by this company is within range for similar services offered by other companies.

CSL:kh

APPENDIX “A”

Scope of Services

PUBLIC INFORMATION SERVICES



for

Public Information Services

between

COUNTY OF RIVERSIDE • ENVIRONMENTAL PROGRAMS DEPT.

and

< O'REILLY PUBLIC RELATIONS >

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PUBLIC INFORMATION SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and < O'REILLY PUBLIC RELATIONS >, hereinafter referred to as "CONSULTANT", located at the following addressees:

County of Riverside • Environmental Programs Dept.	< O'Reilly Public Relations >
4080 Lemon Street, 12 th Floor	< 3403 Tenth Street, Suite 110 >
Riverside, CA 92502	< Riverside, CA 92501 >

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT, and COUNTY activities will be accomplished through a PUBLIC RELATIONS PROJECT MANAGER, and a COUNTY MANAGER.

The PUBLIC RELATIONS PROJECT MANAGER for CONSULTANT will be:

< Patrick J. O'Reilly >

The COUNTY MANAGER for COUNTY will be:

Carolyn Syms Luna, or her designee

ARTICLE II • PROJECT DEFINITION

CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

The Coachella Valley Association of Governments is designated as the lead agency for PROJECT and is working cooperatively with other agencies including COUNTY in the effort to complete PROJECT.

B. Cooperative Agencies

Cooperating agencies will be identified if they exist for each specific work assignment.

1 **C. COUNTY/AGENCIES Standards**

2 All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices,
3 regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject
4 to review and approval by COUNTY and the Coachella Valley Association of Governments.

5 **ARTICLE IV • CONDITIONS**

6 **A. Notifications**

7 All notices hereunder and communications regarding interpretation of the terms of this contract and
8 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
9 requested, postage prepaid and addressed to the attention of the PUBLIC INFORMATION PROJECT
10 MANAGER or the COUNTY MANAGER at the respective addresses provided on page one of this
11 contract.

12 **B. Assignment**

13 Without written consent of COUNTY, this agreement is not assignable by CONSULTANT either in whole
14 or in part.

15 **C. Subcontracts**

- 16 1. Except for services to be provided by Kay Hazen and Company, CONSULTANT shall perform the
17 services contemplated with resources available within its own organization. No portion of the services
18 pertinent to this contract shall be subcontracted without written authorization by the COUNTY MANAGER.
- 19 2. In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this agreement,
20 CONSULTANT shall require its subcontractors to comply with the terms of this contract in the same
21 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
22 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
23 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
24 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

25 **D. Modifications**

- 26 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
27 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
28 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
29 parties hereto.

- 1 2. There shall be no change in the PUBLIC INFORMATION PROJECT MANAGER or key members of the
2 PROJECT team without prior written approval by the COUNTY MANAGER.

3 **E. COUNTY Directives**

4 CONSULTANT shall receive contract directions and interpretations from the COUNTY MANAGER.

5 **F. Liability**

- 6 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, maps, technical
7 studies, reports and documents prepared for this PROJECT and shall check all such material accordingly.
8 The work products will be reviewed by COUNTY. The responsibility for accuracy and completeness of
9 such items remains solely that of CONSULTANT.
- 10 2. The data, maps, technical studies, reports and documents furnished in accordance with the Scope of
11 Services shall meet the criteria for acceptance and be a product of neat appearance, well organized,
12 technically and grammatically correct. The minimum standard of appearance, organization and contents
13 shall be of similar types produced by COUNTY.
- 14 3. COUNTY agrees that final work products are for the exclusive use of COUNTY and may be used by
15 COUNTY for the PROJECT described on the face hereof. Such final PROJECT work products may not
16 be changed or used on a different project without the written authorization or approval by CONSULTANT.
- 17 4. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this agreement,
18 shall act in an independent capacity and not as officers, employees or agents of COUNTY.

19 **G. Indemnification**

- 20 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
21 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
22 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
23 individually and collectively referred to as "Indemnitees") from:
- 24 a. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the
25 extent caused by any alleged or actual negligent, reckless or intentional act, error or omission, of
26 CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person
27 or organization for whom CONSULTANT is responsible, arising out of or from the performance of
28 professional services under this Agreement; and
- 29 b. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any

1 alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners,
2 employees, agents or representatives or any person or organization for whom CONSULTANT is
3 responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, or
4 caused by the CONSULTANT's performance or failure of performance of any work or services, other
5 than professional services covered under this Agreement.

- 6 2. As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole
7 expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense
8 and settlements or awards against the County of Riverside, its Agencies, Districts, Special Districts and
9 Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials,
10 employees, agents and representatives.
- 11 3. With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT
12 shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to
13 adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided,
14 however, that any such adjustment, settlement or compromise in no manner whatsoever limits or
15 circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.
- 16 4. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to
17 Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or
18 claim involved.
- 19 5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe
20 CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.
- 21 6. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall
22 be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT
23 from indemnifying the COUNTY to the fullest extent allowed by law.

24 **H. Quality Control**

25 CONSULTANT shall implement and maintain the following quality control procedures during the
26 preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality
27 control plan in effect during the entire time services are being performed under the contract. The plan
28 shall establish a process whereby work products are independently reviewed for accuracy, legibility,
29 compliance with applicable standards and regulations, and comprehensibility and all job related

1 correspondence and memoranda routed and received by affected persons and then bound in appropriate
2 job files. Evidence that the quality control plan is functional may be requested by the COUNTY
3 MANAGER. All work products submitted to the COUNTY MANAGER for review must indicate on
4 transmittal sheet that work had been checked for quality control as indicated above.

5 **I. Extra Work**

- 6 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
7 MANAGER.
- 8 2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
9 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra
10 work will be based on the provisions of Appendix C, Budget, which is attached hereto and incorporated
11 herein by reference.
- 12 3. A supplemental Agreement providing for such compensation for Extra Work shall be issued by COUNTY
13 to CONSULTANT. Such Supplemental Agreement shall be executed by CONSULTANT and be
14 approved by COUNTY.

15 **J. Disputes**

- 16 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
17 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
18 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
19 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
20 unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after
21 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
22 therefore. Except for such protests or objections as are made of record in the manner specified and
23 within the time stated herein, and except for such instances where the basis of a protest could not
24 reasonably have been foreseen by CONSULTANT within the time limit specified for protest,
25 CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or decisions
26 of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
27 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
28 authority.
- 29 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual

1 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
2 Association, provided that the parties mutually agree to submit to arbitration.

- 3 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
4 and timely performance in accordance with the terms of the contract.

5 **K. Termination Without Cause**

- 6 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
7 thirty (30) calendar days written notice to CONSULTANT.
- 8 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all
9 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and
10 documents prepared by or provided to CONSULTANT in the performance of this Agreement. All such
11 documents and materials shall be property of COUNTY.
- 12 3. In the event that the contract is terminated, CONSULTANT is entitled to full payment for all services
13 performed up to the time written notice of contract cancellation is received by CONSULTANT. Payment
14 shall be made for services performed to date based upon the percentage ratio that the basic services
15 performed bear to the services contracted for, less payments made to date; plus any amount for
16 authorized, but unpaid, extra work performed and costs incurred.

17 **L. Termination for Lack of Performance**

18 COUNTY may terminate this agreement and be relieved of the payment of any consideration to
19 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in
20 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in
21 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work
22 completed and delivered to COUNTY in a timely and successful manner.

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the COUNTY
25 harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and
26 expense, the following insurance coverages during the term of this Agreement, or for a term otherwise
27 specified herein.

- 28 1. Workers' Compensation:

29 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.

1 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less
2 than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
3 County of Riverside; and to provide a Borrowed Servant/Alternate Employer Endorsement.

4 2. Commercial General Liability:

5 Commercial General Liability insurance coverage, including but not limited to, premises liability,
6 contractual liability, completed operations, personal and advertising injury covering claims which may
7 arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name, by
8 endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective
9 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as
10 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
11 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
12 agreement or be no less than two (2) times the occurrence limit.

13 3. Vehicle Liability:

14 CONSULTANT shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount
15 not less than \$1,000,000 per occurrence combined single limit. If CONSULTANT's vehicles or mobile
16 equipment are not to be used in the performance of the obligations under this Agreement, CONSULTANT
17 shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per
18 occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part
19 of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall
20 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall
21 name, by endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their
22 respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials
23 as Additional Insureds.

24 4. Professional Liability:

25 CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work
26 included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
27 \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims-
28 made basis rather than an occurrence basis, such insurance shall continue through the term of this
29 Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made

1 insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting
2 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
3 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate
4 through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same
5 or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
6 beyond the termination of this Agreement.

7 5 General Insurance Provisions - All lines:

- 8 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
9 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
10 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
11 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
12 policy term.
- 13 b. The CONSULTANT's insurance carrier(s) must declare its self-insured retentions. If such self-
14 insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written
15 consent of the County Risk Manager before the commencement of operations under this Agreement.
16 Upon notification of self insured retentions which are deemed unacceptable to the COUNTY, at the
17 election of the County's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate
18 such self-insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond
19 which guarantees payment of losses and related investigations, claims administration, defense costs
20 and expenses.
- 21 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly
22 executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting
23 coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
24 Manager, provide original Certified copies of policies including all Endorsements and all attachments
25 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
26 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30)
27 days written notice be given to the COUNTY prior to any material modification or cancellation of such
28 insurance. In the event of a material modification or cancellation of coverage, this Agreement shall
29 terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly

1 executed original Certificate of Insurance and original copies of endorsements or certified original
2 policies, including all endorsements and attachments thereto evidencing coverages and the insurance
3 required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on
4 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5 *CONSULTANT shall not commence operations until the COUNTY has been furnished original*
6 *Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance*
7 *including all endorsements and any and all other attachments as required in this Section.*

- 8 d. It is understood and agreed by the parties hereto and the CONSULTANT's insurance company(s),
9 that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
10 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-
11 insured programs shall not be construed as contributory.
- 12 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
13 of services or performance of work the Risk Manager of the County of Riverside reserves the right to
14 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
15 insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the
16 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 17 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
18 subcontractors working under this Agreement.

19 **N. Conflict of Interest**

20 CONSULTANT warrants, by execution of this contract, that no person or selling agency has been
21 employed or retained to solicit or secure this contract upon an agreement or understanding for a
22 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
23 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
24 business. For breach or violation of this warranty, COUNTY has the right to annul this contract without
25 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
26 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
27 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
28 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a
29 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when

1 requested to do so by COUNTY.

2 **O. Legal Compliance**

3 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
4 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
5 effect and in any manner affecting the performance of this Agreement, including, without limitation,
6 workers' compensation laws and licensing and regulations.

7 **P. Nondiscrimination**

- 8 1. During the performance of this agreement, CONSULTANT and its Subcontractors shall not unlawfully
9 discriminate against any employee or applicant for employment because of race, religion, color, national
10 origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and
11 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
12 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
13 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
14 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
15 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
16 and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give written
17 notice of their obligations under this clause to labor organizations with which they have a collective
18 bargaining or other agreement.
- 19 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
20 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
21 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain
22 compliance with such Regulations, orders and instructions. Where any information required of
23 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,
24 CONSULTANT shall so certify to COUNTY, or the Federal Highway Administration as appropriate and
25 shall set forth what efforts he has made to obtain the information.
- 26 3. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this contract,
27 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
28 limited to:
- 29 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;

- Cancellation, termination, or suspension of the contract in whole or in part.

4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

Q. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the

1 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
2 determined by the Director of the California Department of Industrial Relations for similar classifications of
3 labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The
4 Department will not accept lower State wage rates determinations. This includes "helper" (or other
5 classifications based on hours of experience) or any other classification not appearing in the Federal
6 wage determinations. Where Federal wage determinations do not contain the State wage rate
7 determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT
8 and subcontractors shall pay not less than the Federal minimum wage rate which most closely
9 approximates the duties of the employees in question.

10 **R. Review and Inspection**

11 CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities
12 including review and inspection on a daily basis.

13 **S. Record Retention / Audits**

- 14 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
15 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
16 administering the contract. All parties shall make such materials available at their respective offices at all
17 reasonable times during the contract period and for three years from the date of final payment under the
18 contract.
- 19 2. COUNTY, or any duly authorized representative of the Federal Government shall have access to any
20 books, records, and documents of CONSULTANT that are pertinent to the contract for audits,
21 examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
22 (Government Code Section 105320)

23 **T. Ownership of Data**

24 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
25 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
26 transfer ownership to COUNTY.

27 **U. Confidentiality of Data**

- 28 1. All financial, statistical, personal, technical or other data and information which is designated confidential
29 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected

1 by CONSULTANT from unauthorized use and disclosure.

- 2 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
3 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same
4 on any other occasion.
- 5 3. Except as set forth in this Agreement, CONSULTANT shall not comment publicly to the press or any other
6 media regarding the contract, COUNTY or the AGENCIES actions on the same, except to COUNTY,
7 CONSULTANT's own personnel involved in the performance of this contract, or at public hearings.
- 8 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
9 nondisclosure of the same.
- 10 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
11 regarding work performed or to be performed under this contract without prior review of the contents
12 thereof by COUNTY and receipt of COUNTY's written permission.

13 **ARTICLE V • PERFORMANCE**

14 **A. Performance Period**

- 15 1. The Contract shall begin upon execution of the contract and continue until successful completion of all
16 assignments.
- 17 2. CONSULTANT is advised that the contract is not binding on COUNTY until it is fully executed and
18 approved by COUNTY.
- 19 3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Appendix
20 B, Schedule of Services, which is attached hereto and incorporated herein by reference.
- 21 4. Where CONSULTANT is required to prepare and submit maps, studies, reports, etc., to COUNTY, these
22 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions,
23 prior to final submission.
- 24 5. Time is of the essence in this agreement.

25 **B. Time Extensions**

- 26 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
27 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an
28 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall
29 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall

1 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the
2 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

- 3 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
4 intended to deny CONSULTANT its civil legal remedies in the event of a dispute.

5 **C. Reporting Progress**

- 6 1. On a monthly basis, CONSULTANT shall submit a progress report. Progress Reports shall indicate the
7 progress achieved during the previous month in relation to the Schedule of Services.
- 8 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, the
9 Coachella Valley Association of Governments and CONSULTANT shall be held as often as deemed
10 necessary. All work objectives, CONSULTANT's work schedule, the terms of the contract and any other
11 related issues will be discussed and/or resolved.

12 **ARTICLE VI • COMPENSATION**

13 **A. Work Authorization**

14 CONSULTANT shall not commence performance of any work or PROJECT services until this contract
15 has been approved by COUNTY. No payment will be made for any work performed prior to approval of
16 this contract.

17 **B. Basis of Compensation**

- 18 1. PROJECT services as provided under this agreement as described in the Scope of Services, shall be
19 compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by
20 reference.
- 21 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
22 by COUNTY.
- 23 2. Prior authorization in writing by the COUNTY MANAGER will be required before CONSULTANT enters
24 into any non-budgeted purchase order or subcontract exceeding \$100 for supplies, equipment or
25 consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of
26 incurring such costs.
- 27 3. For purchase of any item, service or consulting work not covered in CONSULTANT's proposal and
28 exceeding \$100, with prior authorization by the COUNTY MANAGER, three competitive quotations shall
29 be submitted with the request, or the absence of bidding shall be adequately justified.

- 1 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall
2 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
3 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
4 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
5 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment
6 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
7 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
8 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
9 market value shall be determined, at CONSULTANT's expense, on the basis of a competent independent
10 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by
11 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such
12 sale must be approved in advance by COUNTY.
- 13 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
14 CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless
15 otherwise expressly so provided.

16 **C. Progress Payments**

- 17 1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Appendix C,
18 Budget.
- 19 2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the
20 preceding month. Invoices shall be submitted to the COUNTY MANAGER.
- 21 3. Progress payments will be based on PROJECT services provided.
- 22 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
23 COUNTY MANAGER of itemized invoices.

24 **ARTICLE VII • GIS Information**

- 25 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
26 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
27 pursuant to this agreement.
- 28 B. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of
29 the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.

1 CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
2 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
3 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
4 ownership of COUNTY GIS information.

5 C. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
6 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this PROJECT
7 and as described within the Scope of Services.

8 D. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
9 and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of
10 COUNTY GIS information.

11 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
12 Additional investigation or research by CONSULTANT into other sources will be required. GIS information is
13 intended only as an information base and is not intended to replace any legal records. COUNTY has used
14 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
15 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
16 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
17 update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS
18 information may not be current and changes or additions to the information contained in COUNTY GIS may
19 not yet be reflected in COUNTY GIS.

20 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
21 use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY
22 SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
23 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
24 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Carolyn Syms Luna Dated: 10/06/06

CAROLYN SYMS LUNA

Director, Environmental Programs Department

APPROVED AS TO FORM:

Karin Watts-Bazan Dated: 10/6/06

KARIN WATTS-BAZAN

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

NANCY ROMERO

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE



**Coachella Valley
Multiple Species Habitat Conservation Plan
Public Information Proposal**

Submitted by:



O'REILLY PUBLIC RELATIONS

August 29, 2006

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COACHELLA VALLEY MSHCP BACKGROUND

The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) involves one of the most innovative plans in the Western United States and will play a significant role in shaping the future of the Coachella Valley and Eastern Riverside County.

The Coachella Valley continues to be one of the fastest growing regions in California. The Coachella Valley has a strong business climate, and is a well known vacation getaway location, receiving an average of 350 days of sunshine every year.

The implementation of the Coachella Valley MSHCP will ensure that native threatened and endangered species are protected, residents' quality of life is enhanced and necessary new homes, businesses, hospitals and roadways can be built to serve current and new residents.

INTRODUCTION

1.0 SITUATION OVERVIEW

Perhaps the most critical element of the **CVMSHCP** is that of public information and community outreach.

As a truly public, and publicly-financed process, the challenge then is to maximize the usage of taxpayers' dollars in such a way that the scope, depth and importance of the **CVMSHCP** is clearly defined and communicated on a personal level, as well as provide opportunities for the citizens of the Coachella Valley to weigh in, participate in the debate, and have a say in its future.

The Plan already enjoys the support of all but one of the Coachella Valley's cities. Because that City, Desert Hot Springs, has elected not to participate in the Plan, it must be redrawn and recirculated to participating cities in the coming months.

2.0 CHALLENGES/OPPORTUNITIES

2.1 Challenges

- Expanding awareness and involvement to multiple audiences and answering successfully the most pertinent of all questions for each: Why should they care?
- Building strong relationships with the Coachella Valley's diverse and multiple communities.
- Conveying complex elements of the **CVMSHCP** into easy-to-understand concepts for media and public consumption.
- The Plan will be redrawn to exclude the City of Desert Hot Springs and must be reapproved by all supporting cities, delaying the production of a "finished product."

2.2 Opportunities

- The ability to inform and empower the general public about the **CVMSHCP** and the benefits that it will bring to Eastern Riverside County.
- Provide the citizens of the Coachella Valley the opportunity to take personal responsibility and actively participate in the implementation of the **CVMSHCP**.
- Build and expand upon awareness of the Coachella Valley MSHCP effort among key federal and state elected leaders.
- Highlight how the **CVMSHCP** is managed by committed individuals from a wide range of backgrounds.

3.0 GOALS

The goals of this program are three-fold: generate **awareness**, encourage **participation**, and create an **informed public** regarding the **CVMSHCP** and its implementation.

- **Awareness** - Generate awareness of the benefits and objectives of the **CVMSHCP** among the public, in order to solicit their ideas and comments.
- **Participation** - Opportunities for participation will allow the citizens of the Coachella Valley to learn and experience, first hand, the importance of the **CVMSHCP** as it relates to their quality of life, particularly in the areas of air quality, economic development and the environment.
- **Informed Public** - Through awareness and participation in the planning process, residents of the Coachella Valley will build an appreciation of the importance of what is being attempted and recognize its significance for future generations.

How well we do each will serve as the barometer for which the success of the **CVMSHCP** public information and education program will be measured.

4.0 TARGET AUDIENCES

4.1 General Public

- Residents of the Coachella Valley

4.2 Government

- Riverside County Board of Supervisors
- Coachella Valley Association of Governments
- Eastern Riverside County City Councils
- Special Districts
- Joint Power Authorities
- California Governor and Staff
- California State Legislators
- California Department of Fish and Game
- California Resources Agency, Director
- U.S. Secretary of the Interior
- U.S. Senators from California
- U.S. Congressional representatives
- U.S. Fish and Wildlife Service

4.2 Water Districts

- Coachella Valley Water District
- Imperial Irrigation District
- Other water districts

4.3 Local Media

- Major daily newspapers
 - The Press-Enterprise
 - The Desert Sun
 - The Los Angeles Times
- Weekly community newspapers
- Television network affiliates
 - KMIR
 - KESQ
 - KZSW
- Magazines
 - Tourism / Recreation
 - Environment / Outdoors
- Radio

4.0 TARGET AUDIENCES (CONTINUED)...

4.4 Trade Publications

- Building Industry
- Environmental
- Travel
- Hospitality
- Family

4.5 Stakeholder Organizations

- Business
- Economic Development Corporations
- Agriculture
- Civic
- Cultural
- Developers
- Tribal Governments
- Environmental
- Healthcare Providers
- Hospitality
- Property Owners
- Public Safety
- Real Estate
- Recreation
- Regional Planning
- Seniors
- Tourism
- Youth

5.0 MESSAGES

To achieve the goals of the **CVMSHCP** it is imperative that the process become more than just a series of maps, diagrams and species lists. The focus should transcend beyond what the **CVMSHCP** entails, to also include its effect on the region:

“The implementation of the Coachella Valley Multi Species Habitat Conservation Plan will maintain and improve the great quality of life enjoyed by all current and future residents of the Coachella Valley.”

Specific messages to communicate this theme will be developed and refined through a specialized process and resulting document as described in Section 6.0. These messages must be communicated from the outset, so as to prevent any initial false or inaccurate impressions, and continued throughout the entire process.

The project must be positioned with messages that reflect key quality of life issues (i.e. economy, open space, transportation) that resonate with the public. It is imperative the public understands both the results of a successful implementation and the consequences of a failed one.

PROGRAMS

6.0 RESEARCH PROGRAM

6.1 Objectives

- Generate public awareness of positive quality of life impacts of the **CVMSHCP**.

6.2 Strategy

- Frame the **CVMSHCP** according to issues of greatest concern to Coachella Valley residents.
- Consistently communicate messages that address those issues to target audiences in Coachella Valley.

6.3 **Key Messages**

Concept:

A document containing specific messages, proof points and media "sound bites" will be developed to guide all activities and materials developed for the Public Information and Community Outreach Plan.

Execution:

The document will be developed out of a facilitated, half-day message session with key staff.

Schedule: September 2006

7.0 GOVERNMENT RELATIONS PROGRAM

7.1 Objectives

- Ensure accurate and consistent information is communicated throughout the **CVMSHCP**.
- Solicit input from federal, state and local elected and appointed officials.

7.2 Strategy

- Present opportunities to involve officials and staff in the **CVMSHCP**.
- Seek feedback from officials at every level of government.
- Develop effective communication tools for governing officials.

7.3 **Briefing Program**

Concept:

Conduct a briefing program that involves communication with various local, state and federal elected and appointed officials and/or appropriate staff.

Execution:

Communications activities should consist of regularly scheduled meetings and distribution of written materials to ensure the accurate and consistent dissemination of information.

Develop a clear and concise briefing package for use with/by government officials.

Develop list of all elected and appointed officials that should receive communications materials on a regular basis.

Schedule: October 2006 – September 2007

8.0 COMMUNITY RELATIONS PROGRAM

8.1 Objectives

- Increase awareness of the **CVMSHCP**.
- Create opportunities for public participation.
- Ensure accurate and consistent information is communicated at all times.

8.2 Strategy

- Highlight **CVMSHCP** value to the community and region through speaking opportunities/community involvement and e-mail updates.

8.3 **Speakers Bureau**

Concept:

Develop a turnkey speaker's package, and update at appropriate intervals, to allow speakers standardized presentation. The Speakers Bureau would reach organizations throughout the Coachella Valley.

Execution:

- Prepare a targeted list of key organizations to receive presentations.
- Prepare a standard package including script, visuals and Q&A for use in speaking engagements. Update the package at appropriate intervals.
- Conduct individual briefings to leaders of community groups, as needed.
- Develop a timeline of **CVMSHCP** speaking engagements.
- Seek media coverage, when appropriate.
- Actively pursue speaking engagement opportunities and ensure the program is reaching a wide range of the program's target audiences throughout the region.

Schedule: October 2006 – September 2007

8.0 COMMUNITY RELATIONS PROGRAM (CONTINUED)...

8.4 Quarterly E-Newsletters

Concept:

Develop and distribute a quarterly e-newsletter highlighting milestones, progress reports, upcoming events, etc.

Execution:

Design and develop quarterly newsletters using a consistent and distinctive look for **CVMSHCP**.

Schedule: October 2006 – September 2007

8.0 COMMUNITY RELATIONS PROGRAM (CONTINUED)...

8.5 Web Site Development

Concept:

Develop and update a specialized page for the *CVMSHCP* highlighting key messages and milestones of the implementation of the Plan.

Execution:

Create a user-friendly web page including:

- Information about upcoming events
- Meeting agendas and minutes
- Online newsletter
- News flashes and updates
- E-mail
- Hyperlinks to related community and government sites.

Schedule: October 2006

8.0 COMMUNITY RELATIONS PROGRAM (CONTINUED)...

8.6 Public Service Announcements

Concept:

Create informative PSA's to be shown on Coachella Valley cable stations.

Execution:

The PSA's will inform Coachella Valley residents of the progress of the Plan, communicate key messages and alert them to opportunities for future participation.

Cable television is an efficient and cost effective medium and allows for significant frequency and increased message penetration among target audiences.

Schedule: December 2006 (production), January – March 2007 (airing)

8.0 COMMUNITY RELATIONS PROGRAM (CONTINUED)...

8.7 Direct Mail Program

Concept:

Reach large target audiences in the Coachella Valley in their "comfort zone."

Execution:

Direct mail program will provide the *CVMSHCP* with the ability to reach households throughout the region and gain a first hand account on the implementation of the *CVMSHCP*.

Schedule: January 2007

9.0 MEDIA RELATIONS PROGRAM

9.1 Objectives

- Secure timely media coverage that accurately portrays the activities, risks and rewards concerning the **CVMSHCP**.
- Generate awareness of the project benefits that will result from the **CVMSCHP**.

9.2 Strategy

- Develop a proactive local media campaign to reach target audiences and effectively respond to media inquires.
- Publicize milestone events to local, state and national media.
- Develop effective communications tools for the media.

9.3 **Media / Briefing Kit**

Concept:

Prepare an information package for media and other target audiences to ensure detailed and accurate information is communicated. Distribute media kit during briefings with appropriate media members and editorial boards.

Execution:

The media kit will include:

- Fact Sheet
- Q&A
- White Paper
- Relevant news articles
- Photos

Update press kit on a regular basis.

Schedule: September – October 2006

9.0 MEDIA RELATIONS PROGRAM (CONTINUED)...

9.4 Media Releases / Briefings

Concept:

Draft and issue media releases and conduct briefings with appropriate media representatives when significant **CVMSHCP** milestones are reached.

Execution:

Prepare a priority list of selected reporters, editors and news directors that should receive briefings.

Prepare a standardized presentation utilizing the information generated from the development of the media kit; prepare news releases for key milestones.

Schedule: October 2006, January 2007, June 2007

9.0 MEDIA RELATIONS PROGRAM (CONTINUED)...

9.5 Editorial Board Briefings

Concept:

Continually inform and update the editorial staff of the major regional newspapers.

Execution:

Schedule editorial board meetings with media outlets throughout the Coachella Valley, utilizing a standardized briefing book, and Q&A document.

Schedule: November 2006, April 2007, September 2007

9.6 Opinion – Editorial Placements

Concept:

Identify opportunities for key representatives to author Opinion-Editorials communicating key program messages.

Execution:

Draft opinion-editorials under appropriate area Coachella Valley community leaders and elected officials' by-lines, for placement in print media outlets at key milestones during the technical process

Schedule: November 2006, February 2007, June 2007

10.0 PROJECT MANAGEMENT

In an effort to maintain quality, budget and schedule control for the project, monthly meetings will occur among the Coachella Valley Community Consultant and Coachella Valley Association of Governments (CVAG) and appropriate County Staff. Additionally, a monthly status report will be distributed among all project team members to ensure the program is on schedule and within budget.

11.0 PROJECT STAFFING

Patrick J. O'Reilly

President and CEO, O'Reilly Public Relations

Project Assignment: O'Reilly will serve as the project manager for this account, providing overall strategic direction and counsel, and will directly serve as the official point of contact with County officials.

Past Experience and Relevant Qualifications: A Southern California native, O'Reilly has positively influenced regional business and public affairs throughout his 16-year career.

He serves as a trusted and respected adviser to numerous elected officials throughout the region and has guided scores of successful public information and public affairs campaigns. A veteran of several high profile cases, his career has included both national and international crisis management experiences.

Specifically, O'Reilly has worked closely with numerous regional public agencies including the Board of Supervisors of San Bernardino and Riverside Counties, Omnitrans, Riverside County Transportation Commission, Riverside Transit Agency, Orange County Transportation Authority and Western Riverside Council of Governments (WRCOG).

Prior to opening O'Reilly Public Relations, O'Reilly was President of Stoorza Communications, then California's largest independently owned public relations and Public Affairs Company. He has also worked with the Republican National Committee in Washington D.C. and a Wall Street investor relations firm in New York.

Kay Hazen

President/Owner, Kay Hazen and Company

Project Assignment: Hazen will serve as the local Coachella Valley consultant, she will assist the project team and provide local strategic communications support for the project.

Past Experience and Relevant Qualifications:

Hazen opened her public affairs firm in 2001 after serving for over 20 years in a variety of executive management positions in the private sector. The firm provides strategic direction, project representation, research and planning services and marketing and communications advice to a wide variety of public and private clients throughout Southern California. Many community organizations have also received the benefit of her time and expertise through her volunteer positions as President of the Palm Springs Chamber of Commerce, Chairman of the International Film Festival, President of the American Heart Association, and Founding Board Member of the Coachella Valley Economic Partnership.

She is a publicly elected board member of the Desert Healthcare District and currently holds volunteer board positions at Friends of the Desert Mountains, and the Agua Caliente Development Authority.

John Andrews

Director of Media Relations, O'Reilly Public Relations

Project Assignment: Andrews will provide strategic counsel on media relations and community relations issues and will manage development of messages and media materials.

Past Experience and Relevant Qualifications: A former newspaper reporter, Andrews worked for the Redlands Daily Facts and the Press-Enterprise, where he covered Redlands city government, business and education.

A Redlands resident since 1995, Andrews' journalism background gives him significant insight in developing both proactive media programs and crisis response plans. He has worked closely with numerous regional public agencies including Omnitrans, Mojave Water Agency, Western Riverside County Regional Conservation Agency, Orange County Transportation Authority and numerous municipalities providing media relations counsel and message development for all audiences.

Jeremy Goldman

Account Executive, O'Reilly Public Relations

Project Assignment: Goldman will coordinate television production, direct mail activities under the direction of the project manager and will assist with the media and community relations activities.

Past Experience and Relevant Qualifications: Goldman specializes in media relations, marketing communications and public affairs to local government agencies, non-profit organizations and Fortune 500 companies. A highly skilled communications strategist, Goldman joined the firm in 2003 and his experience includes public opinion research, message development, reputation management and coalition building in both the public and private sectors.

He has successfully managed numerous political campaigns local bond measures and candidate elections. He represents multiple clients on a range of issues, including land-use, transportation, water and waste disposal.

Nicole Dailey

Assistant Account Executive, O'Reilly Public Relations

Project Assignment: Dailey will assist the project manager and will provide strategic counsel on media relations and community relations activities.

Years of Experience: 1.5

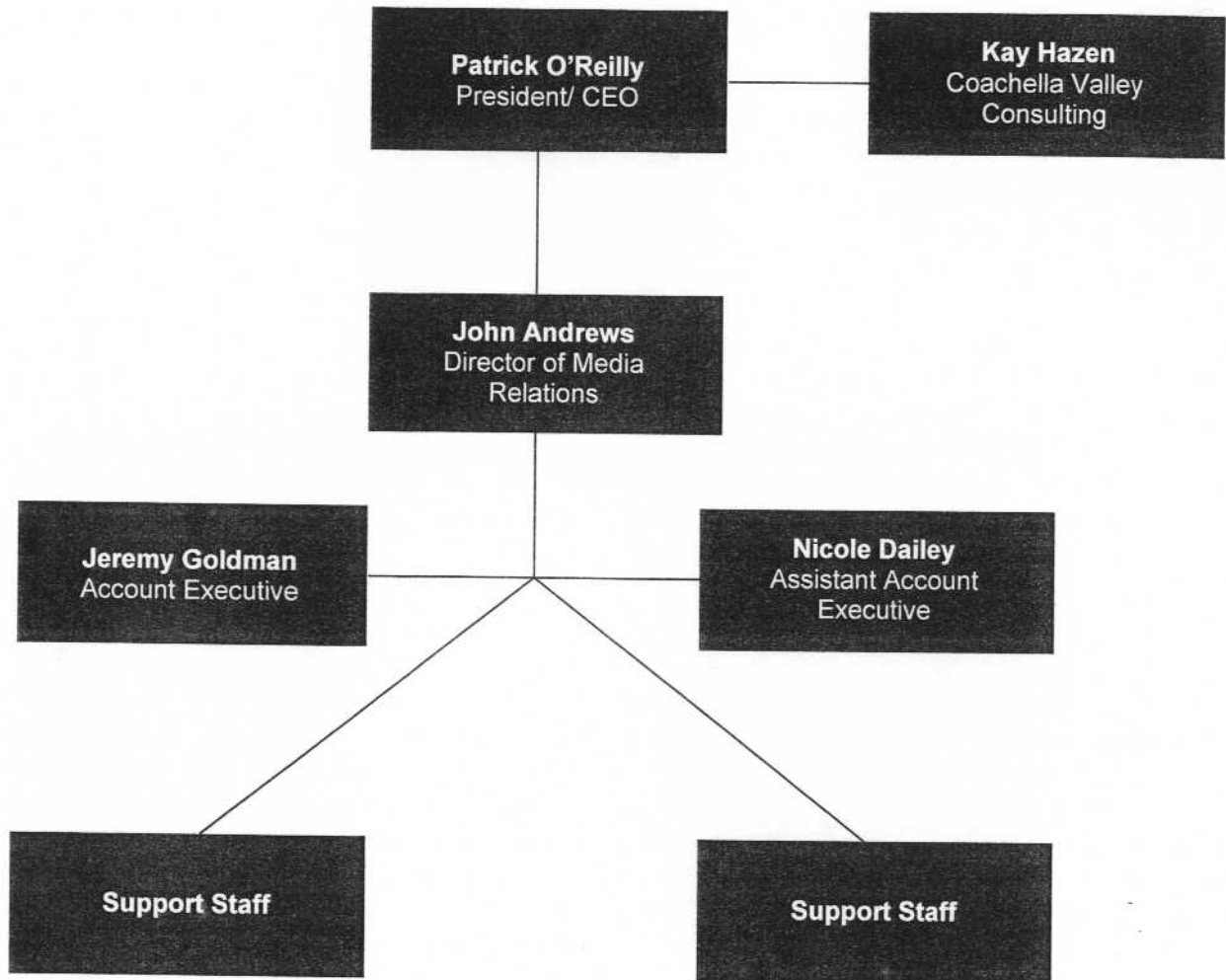
Education: Bachelors Degree in Communications with an emphasis in Public Relations and minor in Political Science, San Diego State University

Past Experience and Relevant Qualifications: Dailey specializes in media relations, community relations, marketing communications, local government agencies, non-profit organizations and Fortune 500 companies.

Dailey joined the firm in 2005 bringing with her experience in strategic planning, research and evaluation, message development, marketing and event planning.

She assisted Rancho California Water District on numerous community outreach campaigns, including events, exhibits, media relations and the development of an anniversary plan. She worked closely with several other water agencies to develop key campaign messages in the areas of water conservation, water education and crisis management.

11.0 PROJECT STAFFING (CONTINUED)...



11.0 PROJECT STAFFING (CONTINUED)...

<u>STAFF</u>	<u>HOURLY BILLING RATE**</u>
Patrick J. O'Reilly	\$275
John Andrews	\$200
Jeremy Goldman	\$150
Nicole Daily	\$110
Kay Hazen	\$100

**Represents discounted government rates.

**Coachella Valley MSHCP
Proposal Cost Estimate**

Project	Cost
Research	
Key Messages Document	\$4,000
Total	\$4,000
Government Relations	
Elected official briefings (15) <ul style="list-style-type: none"> - Schedule briefings - Draft briefing scripts - Attend briefing rehearsal 	\$12,000
Total	\$12,000
Community Relations	
Quarterly E-Newsletters (3) <ul style="list-style-type: none"> - Develop content and e-mail 	\$3,500
Speakers Bureau <ul style="list-style-type: none"> - Develop list of organizations to brief - Schedule briefings (10) - Develop power point presentation - Rehearsal 	\$7,500
Website Development <ul style="list-style-type: none"> - Develop website content - Edit layout and graphics 	\$1,500
Public Service Announcement's <ul style="list-style-type: none"> - Draft script - Conceptualize spots - Air PSA's - 3 Month buy 	\$35,000
Direct Mail Program (1 piece) <ul style="list-style-type: none"> - Develop layout and design - Includes prepaid postage reply card - Print and mail 	\$20,500
Total	\$68,000
Media Relations	
Media Kit <ul style="list-style-type: none"> - Fact sheet - Q&A document - Backgrounder - White Paper 	\$5,000
Media Releases (3)	\$5,000

- Draft press releases on key milestones, events - Pitch release to local media outlets	
Editorial Board Briefings (3) - Draft briefing script - Draft media Q&A	\$3,000
Opinion-Editorials (2) - Draft Op-Eds - Coordinate submittal	\$3,000
Total	\$16,000
Local Coachella Valley Community Consulting	\$20,000
Grand Total	\$120,000

APPENDIX “B”

Budget Adjustment for the Coachella Valley Multi-Species Habitat Conservation Plan

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



15.1

On motion of Supervisor Wilson, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the Auditor-Controller is directed to make the following budget adjustments, for the Coachella Valley Multi-Species Habitat Conservation Plan:

Decrease Appropriations		
10000-110900000-581000 Contingency		\$500,000
Increase Appropriations		
10000-110100000-551100 Contributions to other funds		\$500,000
Increase Estimated Revenue		
20200-310050000-790600 Contribution from other county funds		\$500,000
Increase Appropriations		
20200-310050000-527980 Contracts		\$500,000

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on August 29, 2006 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: August 29, 2006
Nancy Romero, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: *Nancy Romero* Deputy

AGENDA NO.

15.1

xc: Auditor, E.O., TLMA, COB

APPENDIX “C”

Schedule of Services

APPENDIX “D”

Budget

**Coachella Valley MSHCP
Proposal Cost Estimate**

Project	Cost
Research	
Key Messages Document	\$4,000
Total	\$4,000
Government Relations	
Elected official briefings (15) - Schedule briefings - Draft briefing scripts - Attend briefing rehearsal	\$12,000
Total	\$12,000
Community Relations	
Quarterly E-Newsletters (3) - Develop content and e-mail	\$3,500
Speakers Bureau - Develop list of organizations to brief - Schedule briefings (10) - Develop power point presentation - Rehearsal	\$7,500
Website Development - Develop website content - Edit layout and graphics	\$1,500
Public Service Announcement's - Draft script - Conceptualize spots - Air PSA's - 3 Month buy	\$35,000
Direct Mail Program (1 piece) - Develop layout and design - Includes prepaid postage reply card - Print and mail	\$20,500
Total	\$68,000
Media Relations	
Media Kit - Fact sheet - Q&A document - Backgrounder - White Paper	\$5,000
Media Releases (3)	\$5,000

<ul style="list-style-type: none"> - Draft press releases on key milestones, events - Pitch release to local media outlets 	
Editorial Board Briefings (3) <ul style="list-style-type: none"> - Draft briefing script - Draft media Q&A 	\$3,000
Opinion-Editorials (2) <ul style="list-style-type: none"> - Draft Op-Eds - Coordinate submittal 	\$3,000
Total	\$16,000
Local Coachella Valley Community Consulting	\$20,000
Grand Total	\$120,000