

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

213 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
June 23, 2009

**SUBJECT:** NPDES Stormwater Public Education  
Consulting Services Agreement  
Riverside-Corona Resource Conservation District

**RECOMMENDED MOTION:**

1. Approve the Consulting Services Agreement (Agreement) between the District and the Riverside-Corona Resource Conservation District (Consultant);
2. Authorize the Chairman to execute the Agreement on behalf of the District; and
3. Direct the Purchasing Agent to issue a purchase order on behalf of the District.

**BACKGROUND:**

The Agreement sets forth the terms and conditions by which Consultant shall continue to provide partnerships with elementary and adult education schools, coordinating volunteer events in both the Santa Ana River and Whitewater River watersheds within Riverside County to reach the public with stormwater pollution prevention messages.

KEC:bjj

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	\$60,000.00	For Fiscal Year:	09-10

<b>SOURCE OF FUNDS:</b>			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
25180 947540 525440	\$20,000 (33%)	NPDES Whitewater Professional Services	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>
25190 947560 525440	\$40,000 (67%)	NPDES Santa Ana Professional Services		

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
**Alex Gann**

County Executive Office Signature

Prev. Agn. Ref.:

District: All

Agenda Number:

**11.8**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 IVAN M. CHAND, FINANCE DIRECTOR  
 DATE BY JEANNE P. HAWKINS  
 NEAL R. KIPNIS  
 COUNTY COUNSEL  
 DATE BY NEAL R. KIPNIS  
 COUNTY COUNSEL  
 Policy  Policy   
 Consent  Consent   
 Dept't Recomm.: Per/Exec. Ofc.:

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

**SUBJECT:** NPDES Stormwater Public Education  
Consulting Services Agreement  
Riverside-Corona Resource Conservation District

**SUBMITTAL DATE:** June 23, 2009

**Page 2**

**BACKGROUND (continued):**

Request is for continuation of an existing agreement. The one year extension will allow for continued delivery of current programs in the Santa Ana River and Whitewater River watersheds. The assigned task is conditioned by two separate Water Quality Permits. It is desirable to issue a single RFP for the task.

The permit for the Whitewater River Watershed and its requirements are established.

The permit for the Santa Ana River Watershed is still pending.

Once both permits are issued, a single RFP for the assigned task will be prepared.

County Counsel has approved the Agreement as to legal form.

**FINANCIAL INFORMATION:**

Sufficient funds are included in the District's NPDES Program Budget for FY 2009-2010.

KEC:bjj

CONSULTING SERVICES AGREEMENT  
Stormwater Outreach Program Service

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3 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
4 DISTRICT, hereinafter called "DISTRICT", and the RIVERSIDE-CORONA RESOURCE  
5 CONSERVATION DISTRICT, an independent special district, hereinafter called  
6 "CONSULTANT", hereby agree as follows:

- 7 1. PROJECT - CONSULTANT shall perform designated services associated with the  
8 Stormwater Education Outreach Program, a program administered by DISTRICT. The  
9 CONSULTANT will assist DISTRICT in implementation of the 'Only Rain in the Dr  
10 Program for (i) the Santa Ana River Watershed, and (ii) the Whitewater Ri  
11 Watershed.
- 12 2. SCOPE OF SERVICES - CONSULTANT shall furnish tools, equipment, faciliti  
13 materials and labor necessary to perform in a complete, skillful and professional man  
14 those consulting services described in Attachment "A" attached hereto and made a p  
15 hereof.
- 16 3. TIME FOR PERFORMANCE - CONSULTANT shall commence performance of  
17 services on July 1, 2009, following receipt by CONSULTANT of a written notice to  
18 proceed from DISTRICT and shall diligently perform the tasks to full completion by  
19 June 30, 2010.
- 20 4. COMPENSATION - DISTRICT shall pay CONSULTANT for services performed and  
21 expenses incurred in accordance with the standard rates set forth on Attachment "B"  
22 attached hereto and made a part hereof. The total amount of compensation paid to  
23 CONSULTANT under this Agreement shall not exceed the sum of sixty thousand  
24 dollars (\$60,000) unless a written amendment to this Agreement is executed by both  
25 parties prior to performance of additional services.
- 26 5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set forth  
27 herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S  
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1 receipt of CONSULTANT'S appropriate quarterly invoices. CONSULTANT shall keep  
2 employee and expense records according to customary accounting methods and such  
3 records shall be available for inspection by DISTRICT to verify the invoices of  
4 CONSULTANT. All invoices shall itemize charges to conform with the portion(s) of  
5 work and estimated costs as set forth in Attachments "A" and "B".

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

9 7. RETAINER - DISTRICT hereby retains CONSULTANT as an independent contractor  
10 to furnish all technical and professional services including expertise, labor, material,  
11 equipment, transportation, supervision and other incidental services to fully and  
12 adequately perform and complete in a skillful and professional manner those consulting  
13 services specified herein. CONSULTANT agrees to perform said consulting services  
14 within the time limits specified herein.

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

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

RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT  
4500 Glenwood Drive, Bldg. A  
Riverside, CA 92501  
Attn: Diana Ruiz

22 9. REQUIRED INSURANCE

23 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the  
24 DISTRICT harmless, CONSULTANT 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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1                   **Workers' Compensation:**

2                   If CONSULTANT has employees as defined by the State of California,  
3                   CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as  
4                   prescribed by the laws of the State of California. Policy shall include Employer's  
5                   Liability (Coverage B) including Occupational Disease with limits not less than  
6                   \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation  
7                   in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate  
8                   Employer endorsement.

9                   **Commercial General Liability:**

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

21                  **Vehicle Liability:**

22                  If CONSULTANT'S vehicles or mobile equipment are used in the performance of  
23                  the obligations under this Agreement, CONSULTANT shall maintain liability  
24                  insurance for all owned, non-owned or hired vehicles in an amount not less than  
25                  \$1,000,000 per occurrence combined single limit. If such insurance contains a  
26                  general aggregate limit, it shall apply separately to this Agreement or be no less  
27                  than two (2) times the occurrence limit. If CONSULTANT does not own vehicles,  
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1 CONSULTANT shall maintain coverage for non-owned or hired vehicles in an  
2 amount not less than \$1,000,000 per occurrence combined single limit. Such non-  
3 owned or hired coverage may be included on the Commercial General Liability  
4 policy. Policy shall name the Riverside County Flood Control and Water  
5 Conservation District, the County of Riverside, special districts, their respective  
6 directors, officers, Board of Supervisors, elected officials, employees, agents or  
7 representatives as additional insureds.

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

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

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

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

- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

CONSULTANT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed

1 officials, employees, agents and representatives) in any claim, proceeding or action for  
2 which indemnification is required.

3 With respect to any of CONSULTANT'S indemnification requirements,  
4 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
5 and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
6 action without the prior consent of DISTRICT; provided, however, that such adjustment,  
7 settlement or compromise in no manner whatsoever limits or circumscribes  
8 CONSULTANT'S indemnification obligations to DISTRICT.

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

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

15 In the event there is conflict between this section and California Civil Code Section  
16 2782, this section shall be interpreted to comply with Civil Code 2782. Such  
17 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT  
18 (including its directors, officers, Board of Supervisors, elected and appointed officials,  
19 employees, agents and representatives) to the fullest extent allowed by law.

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

7 12. TERMINATION - At any time during the term of this Agreement, DISTRICT may:

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

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

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

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

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

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

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

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

17. NON-DISCRIMINATION - In the performance of the terms of this Agreement, CONSULTANT 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.

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

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

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(to be filled in by Clerk of the Board)

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

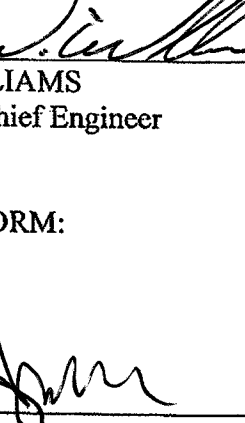
By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL R. KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT

By   
ALFRED B. BONNETT Jr., President

Consulting Services Agreement for Stormwater Outreach Program

KEC:blj:bjp  
05/15/09

# **Fiscal Years 2009-2010 Attachment "A"**

## **Scope of Services to conduct the *Only Rain Down the Storm Drain* Education 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 *Only Rain Down the Storm Drain* Program from July 1, 2009 through June 30, 2010. This contract includes services for Riverside County portions of the Santa Ana (SA) and Whitewater (WW) River Watersheds.

The RCRCD will present educational programs, offer and disperse educational materials, and organize volunteer efforts that improve storm water quality.

The RCRCD will conduct and administer the following program components for the Santa Ana and Whitewater River watersheds:

- 1.) Elementary school presentations and educational materials;
- 2.) Adult educational programs including presentations and material distributions for community groups and high schools, upon request;
- 3.) Outreach at public events and fairs, upon District request;
- 4.) Volunteer project coordination, including catch basin marking and one annual watershed cleanup event;
- 5.) Meetings, upgrading materials, and "upon District request" projects.

# Implementation

## 1.) Conduct elementary school programs:

### Offer and Provide School Presentations and Materials

Letters offering storm water educational materials, school presentations, and *Storm Water Pollution Patrol* booklets will be sent to elementary school teachers, via school principals of public and private schools within the Riverside County portions of the Santa Ana and Whitewater River watersheds. Each teacher is provided a return-mailer order form to request a presentation and materials.

A mailing list will be updated for 160 public and 10+ private elementary schools within the SA watershed and 51 public and 10+ private elementary schools within the WW watershed. The schools fall within 17 school districts, most of which require that we provide materials in advance for school district review and approval.

Teacher orders are filled and materials are distributed. Student booklets are delivered or mailed to schools by the RCRCDC.

At the same time materials are offered to teachers, programs are offered on the return-mailers. Upon teacher request, one-hour classroom programs are presented, which include hands-on student involvement, visual aids, and for younger elementary students, the song, "Keep Our Water Clean" (when available). School programs require time for preparation, scheduling, evaluating effectiveness and travel. Presentations will also be provided to youth groups, upon request.

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

## 2. Provide adult educational presentations:

A resource educator will provide storm water education presentations, as requested by community or civic groups and businesses. The programs include a narrated slide show, a question-answer period, current household hazardous waste disposal information, visual aids, such as pictures of beneficial insects, and educational booklets/materials.

Groups can request one of the following narrated slide programs:

- *Keep Our Water Clean* for the Santa Ana River Watershed
- *Keep Our Water Clean* for the Whitewater River Watershed

- *Home Gardening: Simple and Environmentally Friendly:* A yard management presentation that explains proper household hazardous waste disposal, soil management, alternatives to pesticides, preventing erosion and irrigation runoff, and more. (For both watersheds.)

### **3. Outreach events:**

RCRCD will assist with staffing the *Only Rain Down the Storm Drain* booth at various events and fairs, upon District request. RCRCD staff will use tablecloths and apparel that are provided by the District.

### **4. Coordination of volunteers for catch basin marking and for one annual waterway cleanup event:**

A. RCRCD staff will coordinate catch basin marking for volunteer groups such as scouts, upon request.

B. For the SA watershed: RCRCD staff will plan, promote, coordinate, and enlist the help of sponsors and volunteers to conduct one annual cleanup event. The District will assist with soliciting sponsors. Should the District request, RCRCD will work to create awareness of sub-watersheds, promote responsibility for waterway-care, and empower residents and community groups to conduct cleanup events and to adopt waterways.

### **5. Meetings, Upgrading materials, Assistance per District request:**

The RCRCD Resource Educators will report accomplishments monthly to the District's Public Information Officer (PIO). Reports will include the number of classroom presentations and schools and all activities and events undertaken by the RCRCD.

Upon District request, the RCRCD coordinator will attend co-permittee meetings to report on the status of education programs.

Upon District approval, RCRCD staff will work to improve some program materials that need to be replaced, upgraded, or created to improve program delivery, including the electronic transfer of narrated slide shows to digital formats.

RCRCD staff will assist the PIO on additional projects that may arise, as requested by the District.

NOTE: Any funds that are budgeted for Items 2-5 that are not used, will be used for Item 1, in order to provide the maximum number of elementary school programs.

## **Program Administration**

Prior to, and during each fiscal year, RCRC D staff will coordinate with District personnel to prioritize activities and events.

Final fiscal year reports shall be provided to the District by August 31, following the end of each contract year. The final report will summarize the number and types of educational programs, as well as the number and types of materials distributed for all activities and events.

## **Compensation**

RCRC D shall submit quarterly invoices for services rendered within each quarter. Mileage shall be billed at the current IRS rate. RCRC D 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.

## Attachment "B"

### Activity Charges, Riverside-Corona Resource Conservation District to conduct *Only Rain Down the Storm Drain* Education Programs

<u>Item</u>	<u>Santa Ana</u>	<u>Whitewater</u>
<b>1. School Programs</b>		
<b>Offer and provide materials and give presentations to elementary schools and youth groups.</b>		
Prepare & deliver school materials to school districts for approval, then deliver to teachers who request the materials:		
<b>SA</b> Approx. 530.6 hours @ \$33.29	\$17,664.04	
<b>WW</b> Approx. 305.5 hours @ \$33.29		10,169.96
Mileage @ 50 cents per mile (approx.) (Actual miles to be billed based on IRS rate.)		
<b>SA</b> 3,500 miles / year	1,750.00	
<b>WW</b> 5,000 miles / year		2500.00
Supplies and copies, labels, envelopes (Actual cost will be billed.)	200.00	100.00
Postage (Actual cost will be billed.)	100.00	100.00
<b>2. Adult Storm Water Programs</b>		
<b>SA Presentations</b>		
Approx. 6/yr. @ \$33.29/hr X 5 hrs.	998.70	
300 miles / year @ 50 cents per mile (Actual miles to be billed.)	150.00	
<b>WW Presentations</b>		
Approx. 3/yr. @ \$33.29/hr X 5 hrs.		499.35
450 miles / year @ 50 cents per mile (Actual miles to be billed based on IRS rate.)		225.00

### 3. Outreach Events

#### SA:

Approx. 6/yr. @ \$33.29/hr X 5 hrs. 998.70

300 miles @ 50 cents per mile 150.00  
(Actual miles to be billed.)

#### WW:

Approx. 3/ yr. @ \$33.29/hr X 5 hrs. 499.35

450 miles / year @ 50 cents per mile 225.00  
(Actual miles to be billed.)

### 4. Volunteer Programs: Inlet Marking, Cleanup Event

#### A. Catchbasin Marking

SA: Approx. 3/ yr. @ \$33.29/hr X 8 hr. 798.96

200 miles @ 50 cents per mile 100.00

WW: Approx. 2/ yr. @ \$33.29hr X 8 hr. 532.64

300 miles @ 50 cents per mile 150.00

#### B. Cleanup Groups/ Events

SA: 160 hours @ \$33.29/hr 5326.40

200 miles @ 50 cents per mile 100.00  
(Actual miles to be billed.)

Event materials 1,000.00

### 5. Meetings, Upgrading materials, Additional assistance per District request

#### Meetings

10 hr/yr @ \$33.29/hr 332.90 332.90

