

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

307B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
June 30, 2009

**SUBJECT:** NPDES Storm Water Public Education  
Consulting Services Agreement  
Mission Resource Conservation District

**RECOMMENDED MOTION:**

1. Approve the Consulting Services Agreement (Agreement) between the District and the Mission 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 major home improvement stores, paint stores, garden centers, hardware stores and pet stores in Riverside County to reach the public with storm water pollution prevention messages.

Continued on Page 2

**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:	\$30,000.00	For Fiscal Year:	FY 09-10

<b>SOURCE OF FUNDS:</b>			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
25180 947540 525440	\$7,500 (15%), NPDES Whitewater Professional Services		<b>Requires 4/5 Vote</b>	<input type="checkbox"/>
25190 947560 525440	\$37,500 (75%) NPDES Santa Ana Professional Services			
25200 947580 525440	\$5,000 (10%) NPDES Santa Margarita Professional Services			

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

APPROVE

BY:   
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: \_\_\_\_\_  
 FISCAL PROCEDURE APPROVED  
 BY: \_\_\_\_\_  
 IVAN M. CHAND

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

Prev. Agn. Ref.: \_\_\_\_\_    District: All    Agenda Number: \_\_\_\_\_

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

11.3

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

**SUBJECT:** NPDES Storm Water Public Education  
Consulting Services Agreement

**SUBMITTAL DATE:** June 30, 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 while a Request For Proposals based on pending permit requirements from the Santa Ana RWQCB and San Diego RWQCB is prepared.

County Counsel has approved the Agreement as to legal form.

**FINANCIAL INFORMATION:**

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

KEC:blj

CONSULTING SERVICES AGREEMENT  
Stormwater Outreach Program Service

1  
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
3 DISTRICT, hereinafter called "DISTRICT", and MISSION RESOURCE CONSERVATION  
4 DISTRICT, hereinafter called "CONSULTANT", hereby agree as follows:

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

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

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

13  
14 8. NOTICES - Any and all notices sent or required to be sent to the parties of this  
15 Agreement will be mailed by first class mail, postage prepaid, to the following  
16 addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501	MISSION RESOURCE CONSERVATION DISTRICT Post Office Box 1777 Fallbrook, CA 92088 Attn: Judy Mitchell
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21 9. REQUIRED INSURANCE  
22 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold  
23 the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
24 maintained at its sole cost and expense, the following insurance coverages during the  
25 term of this Agreement:  
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**Workers' Compensation:**

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

**Commercial General Liability:**

10  
11 Commercial General Liability insurance coverage, including but not limited to,  
12 premises liability, contractual liability, completed operations, personal and  
13 advertising injury covering claims which may arise from or out of  
14 CONSULTANT'S performance of its obligations hereunder. Policy shall name the  
15 Riverside County Flood Control and Water Conservation District, the County of  
16 Riverside, special districts, their respective directors, officers, Board of  
17 Supervisors, elected officials, employees, agents or representatives as additional  
18 insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence  
19 combined single limit. 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  
21 limit.  
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**Vehicle Liability:**

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

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

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

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

- 3 d. It is understood and agreed by the parties hereto and the CONSULTANT'S  
4 insurance company(s), that the certificate(s) of insurance and policies shall  
5 so covenant and shall be construed as primary insurance, and the  
6 DISTRICT'S insurance and/or deductibles and/or self-insured retentions or  
7 self-insured programs shall not be construed as contributory.
- 8 e. If, during the term of this Agreement or any extension thereof, there is a  
9 material change in the scope of services; or there is a material change in the  
10 equipment to be used in the performance of the scope of work which will  
11 add additional exposures (such as the use of aircraft, watercraft, cranes,  
12 etc.); or the term of this Agreement, including any extensions thereof,  
13 exceeds five (5) years, the County reserves the right to adjust the types of  
14 insurance required under this Agreement and the monetary limits of liability  
15 for the insurance coverage's currently required herein, if, in the County Risk  
16 Manager's reasonable judgment, the amount or type of insurance carried by  
17 the CONSULTANT has become inadequate.
- 18 f. CONSULTANT shall pass down the insurance obligations contained herein  
19 to all tiers of subcontractors working under this Agreement.
- 20 g. The insurance requirements contained in this Agreement may be met with a  
21 program(s) of self-insurance acceptable to DISTRICT.
- 22 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or  
23 any incident or event that may give rise to a claim arising from the  
24 performance of this Agreement.  
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10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT  
1 (including its directors, officers, Board of Supervisors, elected and appointed officials,  
2 employees, agents and representatives) from any liability, claim, damage, proceeding or  
3 action, present or future, based upon, arising out of or in any way relating to  
4 CONSULTANT'S (including its officers, employees, subcontractors and agents) actual  
5 or alleged negligent, reckless or willful misconduct acts or omissions related to this  
6 Agreement, performance under this Agreement, or failure to comply with the  
7 requirements of this Agreement, including but not limited to: (a) property damage; (b)  
8 bodily injury or death; or (c) any other element of any kind or nature whatsoever.  
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10  
11 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
12 but not limited to attorney fees, cost of investigation, defense and settlements or awards),  
13 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed  
14 officials, employees, agents and representatives) in any claim, proceeding or action for  
15 which indemnification is required.

16  
17 With respect to any of CONSULTANT'S indemnification requirements,  
18 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
19 and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
20 action without the prior consent of DISTRICT; provided, however, that such adjustment,  
21 settlement or compromise in no manner whatsoever limits or circumscribes  
22 CONSULTANT'S indemnification obligations to DISTRICT.

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24 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
25 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
26 relieving DISTRICT from any liability for the claim, proceeding or action involved.  
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1 The specified insurance limits required in this Agreement shall in no way limit or  
2 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
3 from third party claims.

4 In the event there is conflict between this section and California Civil Code Section  
5 2782, this section shall be interpreted to comply with Civil Code 2782. Such  
6 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT  
7 (including its directors, officers, Board of Supervisors, elected and appointed officials,  
8 employees, agents and representatives) to the fullest extent allowed by law.

9  
10 11. WORK PRODUCT – CONSULTANT shall deliver a final report to DISTRICT by  
11 August 31, 2010. This final report shall summarize all of CONSULTANT'S activities  
12 performed under this agreement. All work products or deliverables furnished under this  
13 Agreement shall become the sole property of DISTRICT. CONSULTANT shall not  
14 publish or transfer any material produced or resulting from activities supported by this  
15 Agreement without the written consent of the General Manager-Chief Engineer. If any  
16 such material is subject to copyright or trademark, the parties agree that the right to any  
17 and all copyright and/or trademark in and to the material is expressly reserved to  
18 DISTRICT. If any such material is copyrighted, the parties hereto understand and agree  
19 that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to  
20 reproduce, publish and use such material, in whole or in part, and to authorize others to  
21 do so, provided written credit is given the author.

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

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

7           In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

- 8           i)     Stop all work under this Agreement on the date specified in the  
9           Notice of Termination; and  
10          ii)    Transfer to DISTRICT and deliver in the manner, and to the extent,  
11          if any, as directed by DISTRICT, any equipment, data or reports  
12          which, if the Agreement had been completed, would have been  
13          required to be furnished to DISTRICT.  
14

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

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

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

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

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

25  
26 16. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of  
27 this Agreement shall not be constructed to be a waiver of any subsequent or other breach  
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1 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
2 full and complete compliance with any terms of this Agreement shall not be construed as  
3 in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
4 hereof.

5 17. NON-DISCRIMINATION - In the performance of the terms of this Agreement,  
6 CONSULTANT shall not engage in nor permit others he may employ to engage in  
7 discrimination in the employment of persons because of the race, color, national origin  
8 or ancestry, religion, physical handicap, disability as defined by the Americans with  
9 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in  
10 accordance with the provision of California Labor Code Section 1735.  
11

12 18. NON-APPROPRIATION OF FUNDS - It is mutually agreed and understood that the  
13 obligations of DISTRICT are limited by and contingent upon the availability of  
14 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that  
15 such funds are not forthcoming for any reason, DISTRICT shall immediately notify  
16 CONSULTANT in writing. This Agreement shall be deemed terminated and have no  
17 further force and effect immediately on receipt of DISTRICT'S notification by  
18 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to  
19 payment for work already performed in accordance with the rates as set forth on  
20 Attachment "A".  
21

22 //

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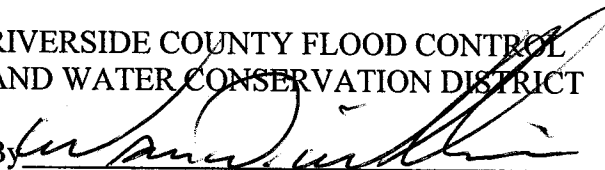
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

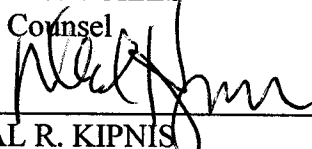
By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

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

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

By   
NEAL R. KIPNIS  
Deputy County Counsel

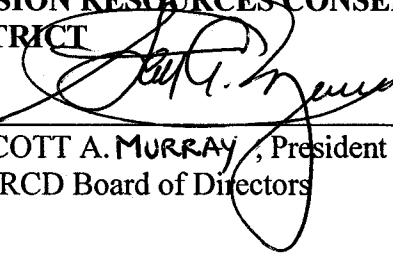
ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

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

(SEAL)

MISSION RESOURCES CONSERVATION  
DISTRICT

By   
SCOTT A. MURRAY, President  
MRCD Board of Directors

Consulting Services Agreement for Stormwater Outreach Program  
KEC:blj  
6/10/09

**ATTACHMENT "A"**

**SCOPE OF SERVICES  
For the implementation of the**

**STORM WATER/CLEAN WATER PROTECTION PROGRAM**

**Education Outreach Program  
for 7/01/2009-6/30/2010**

**Program Overview**

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

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

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

The MRCDD proposes to:

- I. Disperse, present, and administer the Storm Water/Clean Water Protection Program to public and private elementary schools: Fancy Fin the Fish (K-3), Fancy Fin and Phinnious J. Green (3-4) and Keep Your Local Waterways Clean (4-6), and;
- II. Disperse, present, and administer the Storm Water/Clean Water Protection Program to public and private middle schools using an interactive watershed model: Keep Your Local Waterways Clean (6-8), and;

## Program Details

### III Implement Storm Water/Clean Water Protection Program at public & private elementary schools

#### 1. Provide Classroom Presentations:

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

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

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

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

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

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

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

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

**2. Provide materials to teacher and individual students**

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

**3. Final Report**

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

**ATTACHMENT "B"**

**Budget for  
Education Outreach Program  
for 7/01/2009 – 6/30/2010**

<u>Item</u>	<u>Cost</u>
Personnel Services:	
Education Instructor	\$30.00 hour
Bookkeeper/Accountant	\$36.00 hour
Operating Expenses:	
Mileage @	.55 mile

**TOTAL NOT TO EXCEED: \$30,000.00**