

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

462



FROM: Executive Office

SUBMITTAL DATE:

June 22, 2009

SUBJECT: Professional Services Agreement with Patricia Lock-Dawson for consulting services on the Santa Ana River and other natural resource projects

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Professional Services Agreement with Patricia Lock-Dawson in an amount not to exceed \$100,000 for the period of one year, with an option for a one year amendment;
2. Authorize the County Executive Officer or designee to take all actions necessary to administer the contract and/or amendment pursuant to its terms and conditions;
3. Direct the Clerk of the Board to return three (3) copies of the Agreement to the Executive Office for further processing.

BACKGROUND: Since 2003, a number of public and private entities including the counties of Riverside, San Bernardino and Orange, the cities of Riverside and Corona, the Wildlands Conservancy, and others have worked cooperatively to complete the Santa Ana River Trail. The agreement with Ms. Patricia Lock-Dawson has been reduced by \$20,000 or 16% from the prior term. The consultant is in agreement with the decreased contractual amount.

(continued on page 2) -

Alex Gann

Alex Gann, Principal Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	N/A	Budget Adjustment:	No
	Annual Net County Cost:	N/A	For Fiscal Year:	09/10

SOURCE OF FUNDS: Trails West County – Development Impact Fees Fund No. 30528, CEO NPDES Funds, Prop. 84 Grant Funds and various sources (\$67,200) (\$11,200) (\$21,600)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Gary M. Christmas*
Gary M. Christmas

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Alex Gann* 7/2/09
NEAL R. KIPNIS DATE

Departmental Concurrence

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

Prev. Agn. Ref.: 3.13 (7/01/08) | **District:** All | **Agenda Number:**

13.1 (12/23/03)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.3

Ms. Lock-Dawson was appointed by Riverside Mayor Loveridge to coordinate the Santa Ana River Task Force, an ad hoc interagency group including the County of Riverside and the Riverside County Parks and Open Space District. Following the completion of the Task Force's work, Ms. Lock-Dawson entered into a contract with the Transportation and Land Management Agency ("TLMA"), and part of her scope of services included providing support to Supervisor Tavaglione in his work with elected officials from other jurisdictions on Santa Ana River Trail issues. Under that contract, Ms. Lock-Dawson wrote an interagency MOU approved by your Board on 2/7/06, M.O. 3.1, for coordinated planning among affected entities in the River corridor. She also managed the policy and technical advisory committees that formed pursuant to the provisions of the MOU, coordinated meetings among local elected officials and State legislators, and researched grant opportunities applicable to the Santa Ana River Trail project.

Ms. Lock-Dawson's contract with TLMA concluded on June 30, 2006 and was replaced for FY 06/07 by the Park's District (M.O. 13.1, 8/1/06) because of an ongoing need for her unique experience and skills in the completion of Riverside County's portion of the Santa Ana River Trail. Accordingly, as the primary entity for planning and development of the Trail in Riverside County, the Park District has negotiated a proposed Professional Services Agreement with Ms. Lock-Dawson to allow her to continue her services in support of that project. The Agreement with the Parks District concluded in June 2007, and the Executive Office renewed the Agreement to consolidate the many activities that the consultant performs on behalf of the County. Salient provisions of the Agreement are as follows:

1. The Agreement calls for a one-year term beginning on July 1, 2009 (or later if the document is signed after that date) and ending on June 30, 2010. If both parties agree in writing, the term may be extended for one additional year until June 30, 2011.
2. Compensation shall be paid at the rate of \$125.00 per billable hour not to exceed \$100,000. If the Agreement is extended for an additional year, compensation for that period will remain at the same not to exceed figure of \$100,000;
3. The scope of services shall include, but not be limited to, the following activities: prepare interagency agreements among Riverside County entities involved in the Trail project as needed; coordinate with and recommend strategies to elected officials concerning funding and completion of the Trail; prepare agendas, white papers, and other materials for the Policy and Technical Advisory groups; research grant opportunities and prepare grant applications; communicate with federal and State legislators and agencies as directed; organize meetings and field tours among local elected officials federal and State legislators; and provide support as needed to members of your Board and the County Executive Officer for activities related to the completion of the Trail in Riverside County and additional duties related to natural resource, water quality and grants as determined by the Chief Deputy County Executive Officer;
4. The Agreement may be terminated by the County at any time either for cause or convenience; and
5. All reports, data, and other materials produced under the Agreement shall become the property of the County.

The Agreement will be funded from a variety of sources including the Trails West County – DIF Fund, Proposition 84, and contributions from MOU member jurisdictions. The following jurisdictions/agencies have pledged or committed funding to this contract: Santa Ana Watershed Protection Authority (SAWPA), the Wildlands Conservancy, San Bernardino County, Orange County, and the Coastal Conservancy.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2009, by and between Patricia Lock-Dawson (herein referred to as CONSULTANT), and the COUNTY OF RIVERSIDE (herein referred to as COUNTY), a political subdivision of the State of California.

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for special services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. TERM AND EXTENSION: The initial term of this Agreement shall be effective July 1, 2009 and will continue in effect until June 30, 2010, unless terminated

as specified in Paragraph 7. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

With the written concurrence of the COUNTY and CONSULTANT, this Agreement may be extended for an additional year, from July 1, 2010 through June 30, 2011. Such concurrence shall take the form of a letter signed by both parties. If the Agreement is extended by mutual consent of the parties, the scope of work to be performed by the CONSULTANT may be amended in the letter. The compensation for services performed by the CONSULTANT during the one-year extension period shall be the same as that specified in Section 3 and Exhibit B herein.

3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit B attached hereto. The total amount of compensation paid to the CONSULTANT under this Agreement shall not exceed the sum of \$100,000 unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

3.1 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and the COUNTY shall, if approved, pay the invoice within thirty (30) working days from the date of receipt of the invoice.

4. INDEPENDENT CONSULTANT: The COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Any personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including

but not limited to, social security taxes, income tax withholdings, unemployment insurance, and worker's compensation insurance.

5. INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and CONSULTANT shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to the Indemnified Parties as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnified Parties to the fullest extent allowed by law.

6. **INSURANCE:** Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

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

6.2 **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as an Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, or representatives as an Additional Insureds.

6.4 General Insurance Provisions - All lines:

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

b. The CONSULTANT'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retentions as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. The CONSULTANT shall cause their insurance carrier(s) to furnish the COUNTY with: 1) a properly executed original Certificate(s) of Insurance and

certified original copies of Endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s), shall provide no less than thirty (30) days written notice be given to the COUNTY prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or, there is a material change in the equipment to be used in the performance of the work which will add

additional exposure (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 Risk Manager reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages 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 any sub consultants working under this Agreement.

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

h. CONSULTANT agrees to notify COUNTY 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.

7. TERMINATION: The COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for the COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform Services pursuant to the Schedule of Services described in Exhibit A to this Agreement.

7.1 Discontinuance of Services. Upon receipt of written Notice of Termination, CONSULTANT shall discontinue all affected Services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of Services, whether completed or in progress.

7.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT

for services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services. CONSULTANT shall provide documentation deemed adequate by COUNTY'S representative to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate seven (7) calendar days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following the discontinuation of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, the COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the PARK DISTRICT in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

8. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

9. ADMINISTRATION: The Chief Executive Officer of the COUNTY (or his designee) shall administer this Agreement on behalf of the COUNTY.

10. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of the COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of the COUNTY will be deemed void and of no force or effect.

11. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

12. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. ELIGIBILITY: Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any

local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.

15. CONFIDENTIALITY: CONSULTANT shall observe all applicable Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to the COUNTY.

16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this Agreement shall become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Chief Executive Officer of COUNTY or his authorized designee.

17. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY 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 stopping the COUNTY from enforcement hereof.

19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. AUDIT: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of CONSULTANT connected with the performance of this Agreement are subject to the examination and audit of the COUNTY auditor, and/or the State Auditor of the State of California, at the request of COUNTY or as any part of an audit of the COUNTY, for a period of three (3) years after the final payment is made under this Agreement. The parties agree to preserve such books, records and files for the audit period.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

22. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY OF RIVERSIDE:
EXECUTIVE OFFICE
CHIEF DEPUTY EXECUTIVE OFFICER
Gary Christmas
4080 Lemon Street
Riverside, CA 92501

CONSULTANT:
Patricia Lock-Dawson
5060 Castile Way
Riverside, CA 92507

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

Patricia Lock-Dawson

DATED: July 2, 2009

By: Patricia Lock-Dawson

County of Riverside

ATTEST:
Kecia Harper-Ihem

By: _____
Deputy

By: _____
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS DATE

Exhibit "A"

Scope of Work Patricia Lock-Dawson, Consultant

July 2009

General Objectives: Working with and for the County Executive Office and its Partners, will help direct the efforts of the Santa Ana River Trail and Parkway Partnership effort. Oversee all aspects of various programs and projects related to the development of a recreational trail along the Santa Ana River; assist with development and implementation of water quality programs; and conduct legislative research and analysis relating to natural resource issues.

Description of Work to Be Performed: Under direction of the Chief Deputy County Executive Officer, develop and implement components of various programs to ensure timely completion of the trail. Responsibilities include, but are not limited to the following: Oversee all aspects of administering Santa Ana River Trail and Parkway Partnership program including advising elected officials of strategies for completing the trail in Riverside County and throughout the watershed. Provide governmental relations support to all elected officials. Conduct public relations campaign as directed by elected officials. Schedule and conduct meetings of participating entities (including Policy Advisory Group and Technical Advisory Committee.) Develop agendas and follow up action items from meetings when appropriate. Communicate with federal, state, and local elected officials on trail progress; prepare white papers, give presentations, write letters, organize tours, and related duties as directed. Communicate with interested city and county staff to implement projects along the river. Facilitate workflow among affected jurisdictions. Identify grant and funding opportunities and prepare appropriations requests. Additional duties include assisting Chief Deputy County Executive Officer in other tasks as assigned including: providing support for development and implementation of water quality related programs such as NPDES, TMDL, and IRWM. Provide assistance in completing San Jacinto Water Quality Improvement Program including finalizing land acquisition, assisting in developing monitoring program; and preparing quarterly and final reports. Research, track, and analyze relevant state and federal legislation to support affected County programs.

Accountability and reporting:

Progress will be reviewed in regular meetings (estimated to be weekly or as needed) with Chief Deputy County Executive Officer (or designee.) Chief Deputy County Executive Officer will identify issues or problems as they arise and apprise consultant. Consultant will identify measures to address issues and take actions to correct problems.

Exhibit "B"

Compensation:

Work is expected to be performed approximately ½ time for an estimated total of 800 hours over the initial one-year term of the contract. The CONSULTANT shall be paid at the rate of \$125 per hour for all services. The total compensation to be paid by the COUNTY to the CONSULTANT for the initial one-year period shall not exceed one hundred thousand dollars (\$100,000.)

Estimated Schedule of Tasks and Time:*

Description of Task	Estimated Hours
Direct development of Santa Ana River Trail and Parkway. Advise and lead elected officials; conduct Policy Advisory Group meetings and associated tasks. Oversee all aspects of program development and operation.	220
Provide governmental relations support. Identify and meet with key staff and leaders at local, state and federal agencies. Meet and solicit support from state and federal elected representatives.	160
Conduct public relations campaign and provide support (media appearances, interviews, press coverage)	60
Participate in Technical Advisory Committee (e.g., assist Chairman in all aspects of organizing, tracking action items, developing agendas, etc.)	60
Identify funding opportunities and assist partners in preparing funding requests (e.g., appropriations)	120
Coordinate with partners in watershed to develop interagency agreements, prepare five-year workplan.	100
Provide support for San Jacinto Watershed Clean Up Program (e.g. coordinate land acquisition, assist in developing monitoring program, write quarterly and final reports.)	40
Administration	40

*All hours are estimated and subject to change, dependent on workload and priorities as determined by EO.