

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



ITEM
11.1
(ID # 9933)

MEETING DATE:

Tuesday, June 18, 2019

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of First Amendment to Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Vandabrook Safety Solutions for Safety and Environmental Program Support for 1 Year, All Districts. [\$83,616 – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to Consulting Services Agreement between the Riverside County Flood Control and Water Conservation District ("District") and Vandabrook Safety Solutions ("Consultant") for Safety and Environmental Program Support to increase the contract amount by \$83,616 for 1 year, and authorize the Chairwoman of the Board to execute the same on behalf of the District; and
2. Direct the Clerk of the Board to return three (3) copies of the executed First Amendment to Consulting Services Agreement to the District.

ACTION: Policy

Handwritten signature of Jason Uhley.

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

6/6/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 18, 2019
xc: Flood

Kecia Harper
Clerk of the Board
By: Deputy
11.1

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$83,616	\$83,616	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 15100-947200-525440 Administration – Professional Services (100%)			Budget Adjustment:	No
			For Fiscal Year:	2019-2020

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 12, 2016, the Board of Supervisors approved a Multi-Year Consulting Services Agreement ("Agreement") between the District and Vandbrook Safety Solutions ("Consultant") (Board Agenda Item No. 11-6). Pursuant to this Agreement, the Consultant was retained to provide safety and environmental program support to maintain the District's Safety Program in accordance with applicable federal, state and local laws and regulations.

The Agreement, with a not to exceed contract limit of \$250,848 over the term of the Agreement (Fiscal Year 2016-2017 through Fiscal Year 2018-2019), has allowed the District to effectively implement its Safety Program without affecting the District's core staffing levels or resources. Through the Agreement, the Consultant has helped to update and maintain the District's Safety Program; provided safety training classes; conducted safety and environmental inspections, job hazard analysis and accident investigations; and coordinated industrial hygiene support for the District and its staff. This First Amendment will extend the term by one year (Fiscal Year 2019-2020) and increase the contract amount by \$83,616, bringing the Agreement total to \$334,464. The First Amendment will also allow the District to continue its efforts to manage safety accidents and protect employees from injury.

County Counsel has approved the First Amendment as to legal form. The Consultant has executed the First Amendment.

Prev. Agn. Ref.: 11-6 of 07/12/16

Impact on Residents and Businesses

Costs incurred under this First Amendment will be funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

Additional Fiscal Information

Sufficient funds are included in the District's Fiscal Year 2019-2020 budget.

Contract History and Price Reasonableness

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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In accordance with the purchasing guidelines, on July 1, 2015, the District released a Request for Proposal for Safety and Environmental Program Support (FCARC-106) on the District's website from July 1, 2015 through July 23, 2015. Three (3) vendors responded and submitted their proposals. All qualifying bids were evaluated based on pre-established criteria such as bidder's experience, ability, qualifications and cost. The Consultant was selected as the lowest responsive bidder with a not-to-exceed cost of \$83,616 for Fiscal Years 2016-2017 through 2018-2019. The Consultant has maintained its contract pricing since the beginning of the Agreement term.

The original contract amount for the Agreement and the costs of the First Amendment are summarized below:

Consulting Services Agreement with Vandbrook Safety Solutions

Original budget:	\$250,848	(Not-to-exceed \$83,616 for FY 2016-2017 through 2018-2019)
First Amendment:	\$83,616	(An aggregate amount increase of \$83,616 for FY 2019-2020)
Total:	\$334,464	

ATTACHMENTS:

1. First Amendment to Consulting Services Agreement

RKM:blm
P8/225982



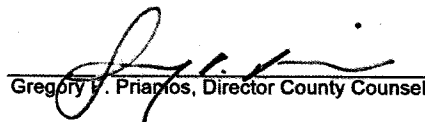
Jeanine Rey, Finance Director

6/3/2019



Jason Farin, Senior Management Analyst

6/10/2019



Gregory V. Priapos, Director County Counsel

6/7/2019

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT
 Safety and Environmental Program Support

This First Amendment to Consulting Services Agreement ("FIRST AMENDMENT"), dated as of June 18, 2019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and Kenneth Brooks dba Vandabrook Safety Solutions, a sole proprietor, ("CONSULTANT"), sometimes collectively referred to as the "Parties".

RECITALS

A. DISTRICT and CONSULTANT previously entered into that certain Consulting Services Agreement ("ORIGINAL AGREEMENT"), dated July 12, 2016 for the provision by CONSULTANT of safety and environmental program support to maintain DISTRICT's Safety Program in accordance with applicable federal, state and local laws and regulations.

B. The ORIGINAL AGREEMENT together with this FIRST AMENDMENT are collectively referred to herein as the "Agreement".

C. The Parties now desire to amend the Agreement to extend the term period, increase the total compensation amount, and revise "SCOPE OF SERVICES", Attachment "A", and the hourly rate schedule, Attachment "B".

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Attachment "A" to the Agreement is hereby deleted in its entirety and replaced by the Scope of Services, which is attached hereto as Attachment "A" and made a part hereof.

2. Attachment "B" to the Agreement is hereby deleted in its entirety and replaced by the Fee Schedule, which is attached hereto as Attachment "B" and made a part hereof.

3. TIME FOR PERFORMANCE. Section 3 of the Agreement is hereby amended to add a new subsection A by adding the following:

- A. The term of this Agreement shall be extended for one (1) year and shall terminate at midnight on June 30, 2020.
4. COMPENSATION. Section 4 of the Agreement is hereby amended to add a new subsection A by adding the following:
- A. The amount of compensation paid to CONSULTANT for performance of safety and environmental program services approved pursuant to this Agreement shall not to exceed eighty-three thousand six hundred sixteen even dollars (\$83,616) in Fiscal Year 2019-2020. Upon approval of the FIRST AMENDMENT, the total compensation amount for all work performed under this Agreement since its original Effective Date shall not exceed a sum total of three hundred thirty-four thousand four hundred sixty-four even dollars (\$334,464).
5. CAPITALIZED TERMS. FIRST AMENDMENT to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this FIRST AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement as heretofore amended, and shall supplement the remaining provisions thereof.
6. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this FIRST AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full

force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONSULTANT.

7. EFFECTIVE DATE. This FIRST AMENDMENT to Agreement shall not be binding or consummated until it is fully executed by the Parties.

8. This FIRST AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

[Signature Provisions on Following Page]

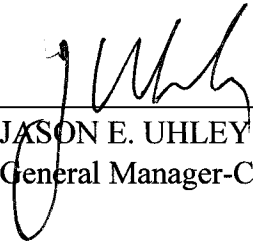
IN WITNESS WHEREOF, the Parties hereto have executed this FIRST AMENDMENT on


JUN 18 2019

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA R. HARPER
Clerk of the Board

By: 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By: 
Deputy

(SEAL)

First Amendment to Consulting Services Agreement
Safety and Environmental Program Support
05/14/2019
RKM:blm

**KENNETH BROOKS dba
VANDABROOK SAFETY SOLUTIONS**

By *Kenneth A. Brooks*
KENNETH BROOKS
Sole Proprietor

First Amendment to Consulting Services Agreement
Safety and Environmental Program Support
05/14/2019
RKM:blm

ATTACHMENT A
SCOPE OF SERVICES

Safety and Environmental Program Support

The Consultant shall provide the Riverside County Flood Control and Water Conservation District (District) with the technical support necessary to maintain a safety and environmental program that complies with all applicable local, state, and federal regulations. The Consultant shall function as the District's Senior Safety Coordinator in support of the Chief of Operations and Maintenance Division who is also the District's Safety Manager. Consultant shall perform the following:

PROGRAM DOCUMENTATION DEVELOPMENT AND MAINTENANCE

The Consultant shall provide technical services to assure the District's safety and environmental program documentation continues to be compatible and up to date with new or revised regulations and changes in District processes, organizational structure, or responsibilities.

Safety and Operations Manual

The Consultant shall monitor regulatory changes and recommend updates to the District's Safety and Operations Manual to reflect changes in safety and environmental regulations affecting the District's program and method of operations. The Consultant shall also recommend refinements and revisions to existing procedures based on feedback from implementing organizations and operational experience.

Safety Data Sheet (SDS) System

The Consultant shall maintain the SDS system as new chemicals are added to or existing chemicals are deleted from District processes. The Consultant shall function as the District's Hazardous Material Coordinator and review new or replacement chemicals; perform an analysis of the chemical's health, flammability, reactivity, and Proposition 65 risks; and determine and recommend personal protective equipment requirements for use in District applications.

Hazardous Material Business Emergency Management Plan (BEMP)

The Consultant shall prepare an annual update to the District's Hazardous Material Business Emergency Management Plan for submittal to the Riverside County Fire Department.

Other Program Documentation

The Consultant shall develop documentation to satisfy existing regulations, and maintain and update program documentation as necessary or as requested by District management. Examples include the following: District's Spill Prevention, Control, and Countermeasures Plan, Pressure Vessel Inventory, Hearing Conservation Program, Hazard Communication Program, Vehicle Accident Investigations, Safety Inspection Program, Heat Illness Prevention Program, Commercial Drivers Records Program, etc.

SAFETY TRAINING

The Consultant shall provide the following safety training classes and support to the District employees:

- New Employee Injury and Illness Prevention Program - Annually or More Frequently As Needed
- New Supervisor Safety and Operations Manual Orientation - As Needed
- Hazard Communication - Annually or More Frequently As Needed
- Fire Extinguisher Usage - Annually
- Respirators - Annually

- Hearing Conservation -Annually
- Hot Work -Annually
- Personal Protective Equipment -Annually
- Electrical Safety -Annually
- Confined Space Entry for Inspectors -Annually
- Confined Space Entry for Surveys Personnel -Annually
- Confined Space Entry for Maintenance Personnel -Annually
- Spill Notification and Clean-up -Annually
- CPR/First Aid/Bloodborne Pathogens/AED -Biennially
- Heat Illness Prevention -Annually
- District Safety Training Support
- Suggest topics for Division Safety Meetings
- Participate in Maintenance Safety Meetings
- Participate in Fire and Disaster Drills
- Provide other training support as requested by management

JOB HAZARD ANALYSIS AND ACCIDENT INVESTIGATION

The Consultant shall review job hazards identified during safety inspections and discussions with District personnel or as directed by District management. The Consultant shall review existing operations, equipment, and procedures and determine whether additional controls are needed to eliminate the exposure or reduce the risk of accident or injury.

The Consultant shall coordinate suggestions with affected personnel and management to assure process changes will be accepted and implemented. The Consultant shall follow-up to assure process changes are effective.

The Consultant shall conduct accident investigations, determine the root cause of accidents or injuries, and develop options to reduce the probability of future accidents.

INDUSTRIAL HYGIENE SUPPORT

As required, the Consultant shall coordinate sampling to quantify District employees' exposure to air contaminants.

With input from Supervisors, the Consultant shall identify employees who are exposed to significant air contaminants and need to wear respirators. The Consultant shall conduct annual Respirator comfort and fit testing for designated employees and issue respirator cards for employees authorized to wear respirators.

The Consultant shall coordinate annual hearing tests and health examinations for District employees in the Hearing Conservation and Respirator Programs, assure documentation satisfies Cal/OSHA regulations and is provided to the District's Human Resources for inclusion in personnel files.

The Consultant shall monitor noise levels of District equipment and tool and recommend appropriate controls to minimize the effects of noise exposure on District personnel. Together with supervisors, the Consultant shall conduct ergonomic evaluations of District workstations and field operations and recommend corrective measures to reduce or preclude the occurrence of injuries due to repetitive motion or cumulative trauma. Ergonomic evaluations shall be conducted for new employees, existing employees who change workstations, or whenever requested by employees.

SAFETY AND ENVIRONMENTAL INSPECTIONS

The Consultant shall conduct safety and environmental inspections of main office compound and field operations to assure compliance with regulations and Safety and Operations Manual policies and procedures.

The Consultant shall inspect above ground storage tanks and hazardous waste storage operations.

The Consultant shall classify the results as system or personnel problems and develop corrective action plans to correct system's issues.

The Consultant shall analyze the results to determine if personnel problem trends exist and suggest additional training, or other action to correct adverse trends.

ON-SITE SUPPORT

The Consultant shall provide on-site technical safety and environmental support in sufficient hours (not to exceed 24 hours/week) to satisfy the specifics of this Statement of Work. The support will take place at 1995 Market Street, Riverside, CA, the District's main office compound and in the field at various Flood Control facilities, as needed.

The Consultant shall be available to provide consultation to employees and management on job hazards, safety recommendations, Safety and Operation Manual procedures, and equipment/process safety. Examples include: supporting District personnel entry into confined spaces, review and approval recommendations on Consultant or developer confined space entry procedures, and support in responding to Cal/OSHA inquiries. Consultant personnel shall also be available to District personnel by phone in case of emergencies.

DELIVERABLES

The Consultant shall provide the following deliverables in support of this contract:

- Draft and final versions of revisions to the Safety and Operations Manual procedures
- SDS system updates
- Hazardous Material Business Emergency Management Plan
- Corrective Action Summaries
- Training materials, handouts, quizzes, attendance records, etc. for training classes listed under paragraph above
- Job hazard analysis reports and Job Hazard Matrix updates
- Accident/Incident Investigation Reports
- Ergonomics Evaluations Reports
- Respirator Fit Test Records
- Safety and Environmental Inspection documentation and reports
- Contractor/Developer Confined Space Entry Procedure comments and approvals and recommendation memorandum.
- Other special reports or studies requested by District management

ATTACHMENT B

FEE SCHEDULE

Safety and Environmental Program Support

VANDABROOK SAFETY SOLUTIONS
Fiscal Years 2016-2017 through 2019-2020

<u>Description</u>	<u>Weekly Hours</u>	<u>Hourly Rate</u>	<u>Monthly</u>	<u>Extended Amount for the year</u>
<u>Standard Rate</u> Based on the majority of work being a consistent monthly effort of a " <i>not to exceed</i> " 24 hours per week	24	\$67.00	\$6,968.00	\$83,616.00
			<u>TOTAL</u>	<u>\$83,616.00</u>

The Consultant will invoice the District monthly based on the hours worked and the invoice is not to exceed the maximum amount of \$6,938.00 per month.