

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**

This Agreement is entered into this 1st day of July, 2017 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo County Resource Conservation District, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for services related to water quality improvement and natural resource protection.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three hundred eighty-five thousand two hundred and forty three dollars (\$385,243). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017, through August 30, 2022.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to the County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Eggemeyer, Director, Office of Sustainability  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City, CA 94063  
Telephone: (650) 363-4189  
Email: jeggemeyer@smcgov.org



In the case of Contractor, to:

Name/Title: Kellyx Nelson, Executive Director, San Mateo County Resource  
Conservation District  
Address: 625 Miramontes Street, Suite 103, Half Moon Bay, CA 94019  
Telephone: (650) 712-7765 ext. 102  
Email: kellyx@sanmateoRCD.org

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo County Resource Conservation District

  
\_\_\_\_\_  
Contractor Signature

6/6/17  
\_\_\_\_\_  
Date

Kelly Nelson  
\_\_\_\_\_  
Contractor Name (please print)



COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

- Technical services (water quality monitoring, best management practice evaluations and recommendations, water conservation programming, technical assistance to landowners)
- Public engagement services (outreach, community events, print and website outreach materials)
- Coordination services (connect stakeholders for integrated approach to resource conservation)
- Program oversight and administration (reporting, project management)
- Internal services (staff training, internal audits, improve business functions)

Details of the scope of these services are provided in Exhibits A1-A3.

## **Exhibit A1: Operational Support**

### **Timeframe**

July 1, 2017 - June 30, 2019

### **Budget**

\$250,000

### **Operational Tasks**

Operational tasks may include, but are not limited to, the following:

- Work in conjunction with government agencies and private parties on projects to provide an integrated approach to resource conservation and management for long term sustainability.
- Conduct follow-up site reviews and evaluations for previously completed projects.
- Migrate the internal audit process from bi-annual to an annual time basis for projects and programs, including non-recoverable time and resources.
- Continue to explore, investigate, and implement methods to improve business functions to carry out the mission of the RCD.
- Provide technical assistance to constituent requests and inquiries regarding issues and concerns that cross property lines such as erosion, flooding, stormwater management, fuel load management, water supply, water security, and new or emerging policies at the local, state and federal levels pertaining to agriculture, food safety, endangered species, water diversions, protecting coastal resources, etc.
- Provide educational outreach, as requested, or in consultation, with public and private organizations through a variety of media services, educational materials, and collaborative activities designed to engage and improve individuals and foster community participation in addressing issues of concern.
- Provide and/or conduct annual training and education for all RCD staff and the public, concentrating on water conservation, agricultural irrigation and nutrient management, climate resilience and adaptation, endangered species recovery, wildland fire, and in addition, emerging issues and policies pertaining to agriculture and resource conservation and management.
- Develop and/or improve new and existing print and website materials.

The RCD shall document work performed under this contract and provide a status report of the work efforts outlined above to the Board of Supervisors and the County Manager's Office on a semi-annual basis.

Advanced payment for services will be made on the first of July and the first of January of each year, in the amount of \$62,500.

## **Exhibit A2: San Vicente Creek Bacteria Water Quality Monitoring Program**

### **Timeframe**

July 1, 2017 - August 30, 2022

### **Budget**

\$100,237

### **Scope of Work**

The *San Vicente Creek Bacteria Water Quality Monitoring Program* is the first monitoring program to cover San Vicente Creek as a continuous system working across multiple jurisdictions from the mouth to the headwaters. The scope of work includes the following tasks:

1. Program Administration
2. Water Quality Monitoring
3. Data Management, Analysis, and Reporting
4. BMP Recommendations

#### ***Task 1: Program Administration***

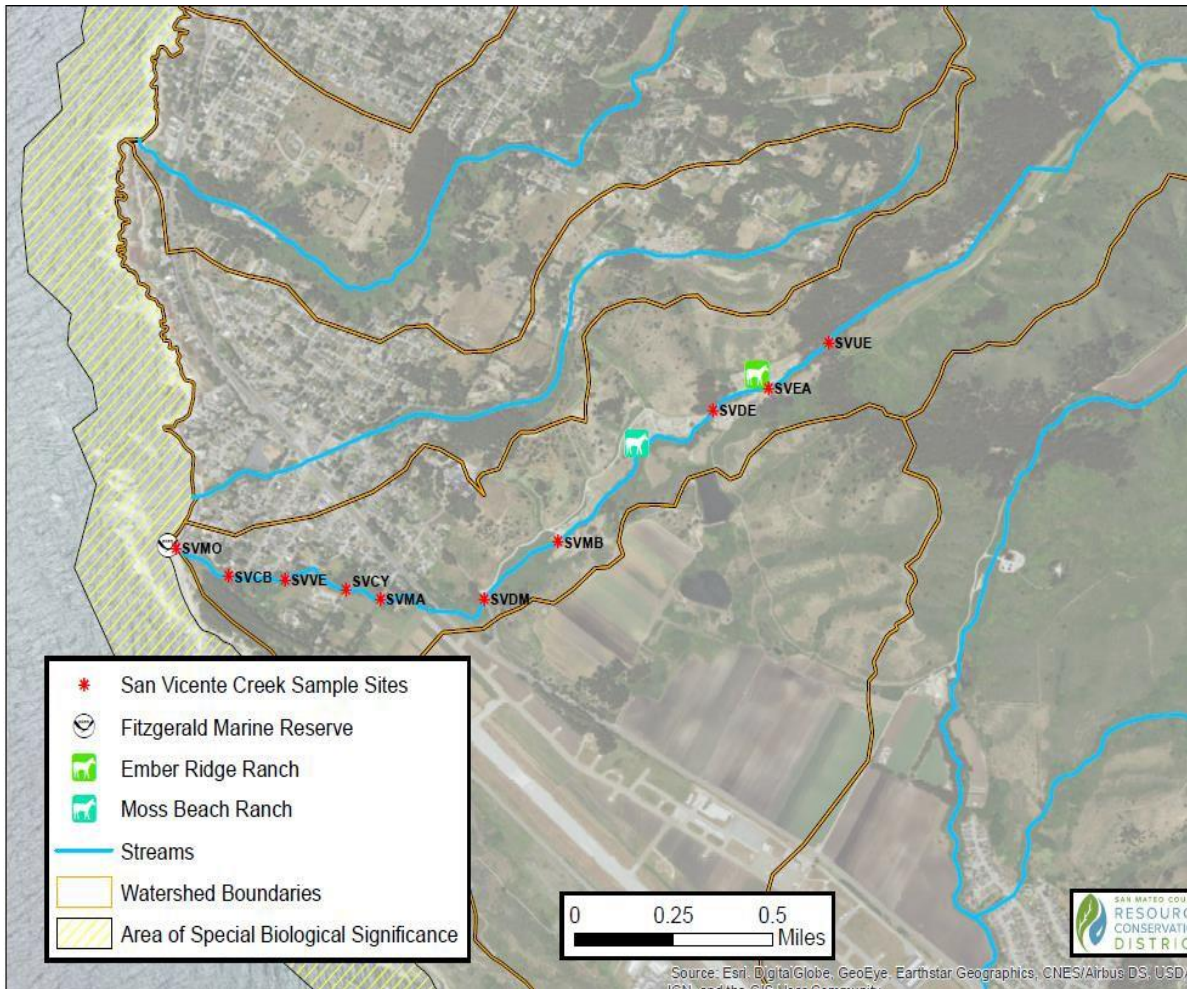
The RCD will implement all aspects of the program except for laboratory processing of the water samples. The program administration task involves program oversight, planning, and project management including drafting internal resources (i.e. checklists, maps), communicating with partners and stakeholders, and invoicing on a quarterly schedule.

#### ***Task 2: Water Quality Sampling***

Water samples will be collected along San Vicente Creek during FY18, FY20, and FY22. Samples will be processed for *E. Coli* and analyzed against the *E. Coli* WQO from the San Francisco Bay Basin Plan for water contact recreation in freshwater (<406 MPN/100 mL). In FY18 (7/1/17- 6/30/18), samples will be collected at 10 locations (Figure 1 & Table 1) that were selected based on recent water quality data, access, and to isolate potential sources of FIB. A reference site in the upstream reaches of the watershed is still being scoped so another site may be sampled in the future. In FY18, sampling will be conducted at these locations approximately monthly during five wet weather events and five dry weather events. During the wet weather events, the RCD will also collect *E. Coli* samples from the inflow and outflow of the SMC Contech media filtration unit located between Virginia Ave and Vermont Ave to assess the effectiveness of removing *E. Coli*.

Wet weather events for this program are defined as at least 0.5 inch of precipitation in < 24 hours to capture the effects of stormwater runoff into the creek. Wet weather events will be tracked and determined using several resources such as online weather databases (ex: Wunderground) and a rainfall gage in Montara (<http://www.balancehydrologics.com/mwsd/>). Samples will be collected as soon as possible after a wet weather event but no longer than 48 hours following the event so that the effects of precipitation can still be captured. If the above criteria do not occur or cannot be met, five sampling events will still be completed to capture wet season conditions. Dry weather samples will be collected during the dry season months (~May- September) at all sampling sites with flowing water to capture conditions without any influence of precipitation.

**Figure 1. San Vicente Creek Bacteria Water Quality Monitoring Program sampling sites**



Water samples will be collected using standard protocols and sampling methods that comply with the State of California’s Surface Water Ambient Monitoring Program (SWAMP) for Sampling and Analysis of Indicator Bacteria in Fresh Water. Samples will be collected in factory- sealed, pre-sterilized, plastic bottles (100/125 mL) and new sampling gloves will be worn at each site. If possible, water samples will be collected directly into the sample container that contains sodium thiosulfate to inhibit effects of chlorine if it is present in the water. If a sampling device such as a bucket is necessary to collect samples, the sampling device will be rinsed with distilled water prior to and in between sampling locations and rinsed in the sample water three times. The sampling device will also be soaked in a 10% bleach solution for 30 minutes prior to each sampling event. Samples will be put directly on ice (<10 °C) and delivered to the San Mateo County Public Health Laboratory under Chain of Custody within 6 hours of sample collection. Whenever possible, samples will be delivered to the lab Monday through Thursday before 4 pm to avoid after hours fees. The San Mateo Public Health Laboratory is an ELAP certified laboratory and will quantify FIB using the SM 9223 IDEXX Colilert® method.

**Table 1.** List of San Vicente Creek Bacteria Monitoring Site IDs, Names and Locations

Site ID	Site Name	Site Location
SVMO	San Vicente Mouth	37.5242, -122.5177
SVCB	San Vicente at California Ave Bridge	37.5235, -122.5157
SVVE	San Vicente at Vermont Ave	37.5232, -122.5137
SVCY	San Vicente at Cypress Ave	37.5230, -122. 5114
SVMA	San Vicente at Marine Blvd	37.5228, -122.5101
SVDM	San Vicente Downstream Moss Beach Ranch	37.5224, -122.5062
SVMB	San Vicente at Moss Beach Ranch	37.5244, -122.5037
SVDE	San Vicente Downstream Ember Ridge Ranch	37.5287, -122.4981
SVEA	San Vicente Ember Arenas	37.5294, -122.4960
SVUE	San Vicente Upstream Ember	37.5308, -122.4937

For quality assurance and control (QA/QC), the RCD will collect a field duplicate at a different sampling site during each sampling event, in addition to collecting a field blank once during the dry season and once during the wet season. A field duplicate will be collected by rinsing a bucket three times in sample water, filling the bucket, and pouring it into two sampling containers so that the same sample water is analyzed. A field blank will be collected by directly filling a laboratory bottle with distilled water at one of the sampling sites. Supplementary information such as observations, weather, time, date, and flow rate will be recorded on a field datasheet. Adaptive management will be employed as needed in FY18 and results will inform the monitoring strategy for FY20 and FY22 which may include adjusting sampling sites, microbial source tracking, sampling from storm drains, and testing effectiveness of BMPs.

**Task 3: Data Management, Analysis and Reporting**

Results from the laboratory and data from field sheets will be checked for completeness, errors, and red flags. The RCD will organize and manage this data electronically and assess results against the *E.Coli* WQO (<406 MPN/100 mL). Data will be displayed in a variety of ways (graphs, tables, maps etc.) for the best visual representation. Results will also be entered into the EPA's STORET database.

Results from FY18, FY20, and FY22 will be used to characterize sources of controllable bacteria and identify hot spot areas. To further understand bacterial contamination and contributions, other relevant information will be obtained and analyzed to address the objectives of this program. This will include information such as land use, hydrology, dog waste accumulation areas, sewer/septic and stormwater infrastructure, management practices at residences and confined animal facilities, and past/other water quality studies. For example, the mouth of San Vicente Creek has been monitored for FIB through nine different projects over time and is currently monitored by three ongoing programs. The RCD has most of this background knowledge and information, and access to existing data to compile supplementary resources.

The RCD will submit an annual report to SMC and GGNRA by August 30<sup>th</sup> of each year of the program starting in 2018. This report will be provided in time for submittal of SMC's annual Municipal Regional Permit Report to the RWQCB. RCD annual reports will include analysis of monitoring results, characterization of sources, in addition to BMP recommendations.

**Task 4: Best Management Practice Recommendations**

Analysis of water quality data and identification of bacteria sources will highlight appropriate remediation measures and solutions. The RCD will use information from the comprehensive analysis of current and historical data to scope appropriate structural and non-structural BMPs for reducing bacteria in San Vicente Creek. The RCD will consider requirements of the WQIP, any baseline BMPs, and planned activities or initiatives (ex: septic inspections, confined animal facility management, etc.). The RCD will also coordinate and contribute to the San Vicente Creek BMP Implementation Plan and status reports as requested.

**Timeline**

July 2017-June 2018

- FY18 sampling, data management, and analysis

July 2018-August 2018

- FY18 results analysis and reporting to GGNRA and SMC for FY18 Annual Report

September 2018-June 2019

- Further characterize sources, scope BMPs, determine FY20 monitoring plan, project management and planning

July 2019-June 2020

- FY20 sampling, data management, and analysis
- Reporting to GGNRA and SMC for FY19 Annual Report

July 2020-August 2020

- FY20 results analysis and reporting to GGNRA and SMC for FY20 Annual Report

September 2020-June 2021

- Further characterize sources, scope BMPs, determine the FY22 monitoring plan, and project management and planning. Note if the numeric target has not been achieved by June 2021, a revised BMP Implementation Plan is due to the RWQCB by December 2021.

July 2021-June 2022

- FY22 sampling, data management, and analysis
- Reporting to GGNRA and SMC for FY21 Annual Report

July 2022- August 2022

- FY22 results analysis and reporting to GGNRA and SMC for FY22 Annual Report including an overall assessment of water quality trends and any recommendations to achieve the numeric target by June 2026



**Detailed Budget**

The total cost for the San Vicente Creek Bacteria Monitoring Program is \$200,474 as detailed in the budget table below. The County and the Golden Gate National Recreation Area will split the total cost of the program. The County budget is not to exceed \$100,327.

<b>San Vicente Creek Bacteria Water Quality Monitoring Budget (7/1/17-8/30/22)</b>			
<b>Task 1. Program Administration</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Executive Director	38	\$170	\$6,460
Program Specialist	100	\$79	\$7,900
Water Resource Specialist	165	\$92	\$15,180
Sampling supplies (gloves, ice, buckets, distilled water, gas etc)	3	\$275	\$825
Management & GIS software	5	\$325	\$1,625
<b>Task 1 Total</b>			<b>\$31,990</b>
<b>Task 2. Water Quality Sampling</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Program Assistant	400	\$56	\$22,400
Water Resource Specialist	110	\$92	\$10,120
San Mateo County Environmental Health Lab Fees	370	\$32	\$11,840
Adaptive Management/Microbial Source Tracking Lab Fee Placeholder	1	\$15,000	\$15,000
<b>Task 2 Total</b>			<b>\$59,360</b>
<b>Task 3. Data Management, Analysis, Reporting</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Water Resource Specialist	742	\$92	\$68,264
Program Assistant	360	\$56	\$20,160
<b>Task 3 Total</b>			<b>\$88,424</b>
<b>Task 4. Best Management Practice Recommendations</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Water Resource Specialist	225	\$92	\$20,700
<b>Task 4 Total</b>			<b>\$20,700</b>
		<b>PROGRAM TOTAL</b>	<b>\$200,474</b>
		<b>COUNTY SHARE</b>	<b>\$100,327</b>

## **Exhibit A3: Pet Waste Education and Outreach Program**

### **Timeframe**

July 1, 2017 - June 30, 2019

### **Budget**

\$35,006

### **Scope of Work**

The Midcoast San Mateo County Pet Waste Education and Outreach Program includes pet waste education and outreach activities for the midcoast region of San Mateo County. This scope of work includes recommendations from the San Vicente Creek Bacteria Water Quality Improvement Plan, the San Pedro Creek and Pacifica State Beach Bacteria TMDL, the NPDES Municipal Regional Permit, and the James V. Fitzgerald ASBS Compliance Plan.

Objectives of this program are to prevent and reduce pet waste discharges to local creeks and beaches, and help achieve bacteria water quality objectives for polluted waterbodies (San Pedro Creek, San Vicente Creek, Fitzgerald Marine Reserve, and Pillar Point Harbor). These objectives will be achieved by initiatives to increase community understanding about the connection between land-based activities and water pollution in addition to directly cleaning up dog waste in high accumulation areas. The program involves the following tasks:

#### ***Task 1: Program Oversight and Administration***

- Invoicing, correspondence, reporting, project management

#### ***Task 2: Community Outreach***

- Create and distribute informational items such as brochures, fliers, and other resources about watersheds, pet waste, and associated impacts to creeks and beaches. These materials will be submitted as deliverables to the County in an unlocked format for reuse and reprinting.

Thousands of people will be reached through the following mechanisms:

- Mailers (~500) to local residents in focus watersheds (San Pedro Creek, San Vicente Creek, Pillar Point Harbor) and groups (Coastside Dog Group, Peninsula Humane Society, veterinary clinic clients)
- Print ads and articles in local press (Coastsider, Peninsula Press, Half Moon Bay Magazine/Review, Pacifica Riptide, Friends of Fitzgerald Newsletter, NextDoor)
- Website page and periodic facebook posts for relevant organizations as permitted (RCD, San Mateo County, Sewer Authority Mid Coastside- SAM, San Mateo County Harbor District, Coastside County Water District, Surfrider, Midcoast Community Council, Peninsula Humane Society, Coastside Dog Group, Pacifica Beach Coalition, San Pedro Creek Watershed Coalition, Coastside Veterinary Clinic)
- Bulletins/Flyers (~250) posted at local businesses including pet supply stores, groomers, veterinary clinics, and dog park informational boards
- Brochures/Fact Sheets (~250) made available at relevant organizations as permitted (San Mateo County Harbor District, Coastside County Water District, RCD, SAM, Fitzgerald Marine Reserve Education Center)
- Information emails sent periodically to dog owners, especially before wet weather events to remind residents to pick up pet waste before rain events

**Task 3: Community Events**

- Conduct bi-annual pet waste cleanups towards the beginning and end of the rainy season in high accumulation areas as identified during visual watershed inspections. Focus will likely be placed on Pillar Point Harbor and San Pedro Creek watersheds and will involve an educational component and community volunteers when possible. This task will also involve getting in touch with existing clean up groups (e.g. Pacifica Beach Coalition) and events (e.g. Coastal Clean Up Day) to educate volunteers about dog waste and provide supplies for picking up dog waste during the clean-ups.
- Conduct a minimum of four classroom lessons/workshops at local schools (K-12) to educate students about watersheds and how pet waste can contribute to local water pollution. Various age groups will be targeted and the lessons will likely coincide with existing initiatives such as Oceans Week. Each lesson will involve demonstration of the land to sea connection with the Enviroscope watershed model in addition to an age appropriate interactive activity such as artwork about the impacts of pet waste or learning how to test for bacteria in water. Materials developed for classroom lessons will be submitted as deliverables to the County in an unlocked format for future use.

**Detailed Budget**

<b>Midcoast San Mateo County Pet Waste Education and Outreach Program- FY18 and FY19</b>			
<b>Personnel</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
<b>Task 1: Program Oversight/Administration</b>			
Executive Director	18	\$162	\$2,916
Water Resource Specialist	24	\$85	\$2,040
Program Specialist	36	\$70	\$2,520
<b>Task 2: Community Outreach</b>			
Water Resource Specialist	80	\$85	\$6,800
Project Assistant	120	\$52	\$6,240
<b>Task 3: Community Events</b>			
Water Resource Specialist	110	\$85	\$9,350
Project Assistant	70	\$52	\$3,640
<b>Supplies/Materials</b>			
Printing, postage, trash bags etc)	1	\$1,500	\$1,500
<b>PROGRAM TOTAL</b>			<b>\$35,006</b>

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

<b>Exhibit</b>	<b>Fee schedule and terms</b>
Exhibit A1 Operational Support	RCD shall bill the County on a semi-annual basis (July and January) beginning July 2017 for four (4) equal payments of sixty two thousand and five hundred dollars (\$62,500).
Exhibit A2 San Vicente Creek Bacteria Water Quality Monitoring Program	RCD will submit invoices on a quarterly basis identifying the task, specific work completed, and breakdown of charges. RCD will make reference to the tasks and staffs rates provided in <i>Exhibit A2 – San Vicente Creek Bacteria Water Quality Monitoring Program</i> .
Exhibit A3 Pet Waste Education and Outreach Program	RCD will submit invoices on a quarterly basis identifying the task, specific work completed, and breakdown of charges. RCD will make reference to the tasks and staff rates provided in <i>Exhibit A3 - Pet Waste Education and Outreach Program</i> .

Invoices are due and payable to the San Mateo County Resource Conservation District within 30 days of submission.

# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

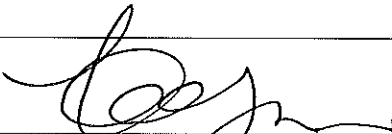
Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Kelly Nelson

Date:

6/7/17

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP**

### **Intellectual Property Rights**

---

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.