

CONTRACT
FOR SERVICES BETWEEN
THE CITY OF SALINAS
AND
SAVE THE WHALES



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND PACIFIC ECORISK, INC.**

This Agreement for Professional Services (the "Agreement") is made and entered into this 24th day of January, 2017, by and between the **CITY OF SALINAS**, a California Charter city and municipal corporation (hereinafter "City"), and **SAVE THE WHALES**, a California Corporation, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in Exhibit A, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on March 1, 2017, and shall terminate on August 1, 2017, unless extended in writing upon the mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in Exhibit A. The total amount of compensation to be paid under this Agreement shall not exceed **Forty-one thousand, eight hundred and eighty nine dollars (\$41,889)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
 - a. A brief description of services performed;
 - b. The date the services were performed;
 - c. The number of hours spent and by whom;
 - d. A brief description of any costs incurred; and
 - e. The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

6. Responsibility of Consultant.

By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

7. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Gary Petersen, Public Works Director shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

8. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. Indemnification and Hold Harmless.

Consultant shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Consultant, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The obligations set forth in this section shall survive the expiration or earlier termination of this Agreement.

10. Insurance.

(A) Consultant shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

(B) Consultant shall maintain the following limits:

General Liability – Consultant shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M. Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations page but not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under Consultant's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Consultant shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible more than \$25,000.00 may be subject to review by the City of the Consultant's financials.

Auto Liability – Consultant shall provide limits on the Declarations page but not less than One Million and 00/100 (\$1,000,000) combined single limit for bodily injury and property damage having an A.M. Best rating of A Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have “Non-owned and Hired” coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers’ Compensation – In the event the Consultant hires employees, the Consultant shall provide Workers’ Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer’s Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers’ Compensation in favor of the City of Salinas is required.

Professional Liability – Consultant shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence and One Million and 00/100 (\$1,000,000) in the aggregate having an A.M. Best rating of A-Class VIII or better.

(C) All insurance companies with the exception of “Worker’s Compensation” and “professional errors and omissions” affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and, agents as additional “insured” by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

(D) All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

(E) All insurance companies affording coverage shall provide ten (10) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

(F) Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company “will endeavor” to notify the certificate holder, “but failure to mail such notice shall impose no obligation or liability of any kind upon the Consultant, its agents or representatives” does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

(G) Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

(H) Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's rates shown in Exhibit A of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

14. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

15. Termination.

(A) City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in Exhibit A, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

16. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

17. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between and of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

18. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

19. Integration and Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

20. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

21. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

Public Works Director
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(A) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Save The Whales
Attn: Maris Sidenstecker
1192 Waring St
Seaside, CA 93955

(C) The execution of any such notices by the Public Works Director of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the Public Works Director to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

23. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

24. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

25. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

26. Attorney's Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

27. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

28. **Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

29. **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

31. **Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

32. **Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

33. **Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

34. **No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray Corpuz, City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

CONSULTANT

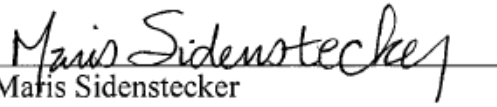

By: Maris Sidenstecker
Its: Program Director, Save The Whales

Exhibit A

Save The Whales PUBLIC EDUCATION & OUTREACH PROPOSAL 2016-2017

Organization: Save The Whales
Program Director: Maris Sidenstecker
Office Address: 99 Pacific Street, Suite 200D, Monterey, CA 93940
Mailing Address: 1192 Waring Street, Seaside, CA 93955
Phone: (831) 899-9957
Email: maris@savethewhales.org

Project Duration: March 1, 2017 – August 1, 2017

Summary of Work: The nonprofit organization Save The Whales is proposing to perform the Public Education/Outreach and Public Involvement/Participation requirements to assist with the NPDES Permit requirements. The program will be implemented from March 1, 2017 - August 1, 2017.

Relevant Experience of Save The Whales

Save The Whales has been an integral partner in the Monterey Regional Storm Water Management Program (MRSWMP) Public Education and Public Participation program for the past twelve years. The entities include: City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Monterey, City of Pacific Grove, City of Sand City, City of Seaside and the County of Monterey and Coordinating Entities: Carmel Unified School District, Monterey Peninsula Unified School District, Pacific Grove Unified School District, and the Pebble Beach Company. In addition, Save The Whales is contracted with the City of Marina, City of Santa Cruz, Cities of Gonzales, Soledad, and King City to assist with their program needs.

Led by Maris Sidenstecker and her qualified team they cover the following elements: Community-Based Social Marketing (CBSM), school outreach programs (in Salinas), public outreach events, partnering with community organizations (in Salinas), storm drain stenciling, water monitoring, obtaining grant funding to augment program efforts, measuring program effectiveness, alternatives to pesticide education, social media, and business, tourist and restaurant outreach. Save The Whales' nonprofit status and established community partnerships brings reduced rates for radio airtime and print ad buys, in-kind services from businesses, and enables recruitment of college service-learning students.

Save The Whales is integrated in the community and has the ability to start programs from scratch, nurture, grow, and sustain them. Maris has worked directly in storm water education and outreach efforts for 20 years. Reviews of Save The Whales' respected work in the community can be read online through Great Nonprofits: <http://greatnonprofits.org/reviews/save-the-whales-inc>.

The talented and dedicated staff of Save The Whales make the hands-on school programs on watersheds, whales, sea otters, sea turtles, and endangered species requested every year by teachers and organizations in Monterey and Santa Cruz Counties. All programs meet California Science Standards. The unique marine mammal artifacts that accompany the programs engage children and incite them to learn more about marine animals and how to help them. Save The Whales has educated over 306,000 school children with the highly popular educational series. All of the programs make the connection between human activities on land (that lead to storm drains) and contribute to water pollution. Each person can make a difference. Please see the teacher reviews on page five which includes Salinas schools.

Recognition for Save The Whales:

- ❖ Voted Great Nonprofit since 2011
- ❖ 2013 Spanish PSA on the vaquita honored by Monterey Bay Aquarium
- ❖ 2013 Member of international coalition for whale protection led by Jean-Michel Cousteau
- ❖ 2012-2014 Awarded Best of Seaside Environmental Conservation & Ecological Organization
- ❖ 2014 Award for Best Environmental Nonprofit by Nonprofit Alliance of Monterey County
- ❖ 2014 IPM Advocate Award from the Department of Pesticide Regulation

Save The Whales Staff Assigned to Project

Program Director for the Project: **Maris Sidenstecker**

Maris Sidenstecker II co-founded Save The Whales in 1977 with her mother (of the same name), at the age of 14 in Los Angeles, CA. Since 1996, Save The Whales has been active in the Monterey area with Maris as the program director of the organization. Maris developed an innovative educational program called WHALES ON WHEELS WOW™, which brings the marine environment to the classroom or group through the use of hands-on tools such as skeletal parts, baleen, pelts, marine mammal activities, whale vocalizations and visual aids. Since 1994, Maris and her staff have reached over 306,000 students throughout the country.

Since 1996, Maris has focused on storm water pollution prevention education. Working closely with the City of Monterey, Santa Cruz, the Monterey Bay National Marine Sanctuary, and the California Coastal Commission, she developed and implemented the education section of the Model Urban Runoff Program (MURP) and continues to work with federal, state, nonprofit, and local agencies. Save The Whales is currently contracted by the Monterey Regional Storm Water Management Program (MRSWMP), which includes implementing the education program of their NPDES Phase II permit. Educational products and services include the award winning bilingual radio ads "Dirty Words™," bus ads, movie preview ads, posters, brochures, targeted outreach to businesses, school outreach, television Public Service Announcements, Community Based Social Marketing (CBSM), and leading volunteer community programs, recruiting college service students to assist with community efforts, and sustaining lasting partnerships. Maris is the only certified Our Water Our World (OWOW) advocate in Monterey County. Maris was awarded the 2007 Educator of the Year award by the Monterey Bay National Marine Sanctuary and the Association of Monterey Bay Area Governments (AMBAG). In January 2014 she was awarded the IPM Advocate Award by the Department of Pesticide Regulation. She has a B.A. in marine biology and zoology from Humboldt State University.

Scope of Services: Manage the program, coordinate with entities and direct staff and consultants on tasks. Participate in program aspects as needed. Offer partnerships with other entities in order to reduce cost on media materials and educational materials. Coordinate education and outreach to schools, conduct Facebook audits and CBSM surveys, and develop/produce targeted short radio ads. Redesign existing brochures that are effective for the needs of client. Develop brochures targeted toward reducing discharges from organized car washes, mobile, and pressure washing cleaning, conduct landscape irrigation. [Save The Whales has solicited grant funds from foundations to help augment educational components of this program at no charge to the client.](#)

Bilingual Education Specialist: Cheryl Butner

Cheryl Butner is the social media and bilingual Education Specialist for Save The Whales. Cheryl has an M.A. in International Environmental Policy from the Monterey Institute of International Studies, where her main focus of study was on marine conservation and ecotourism in California and northwestern Mexico. She has also lived abroad in Spain, Guatemala, and Mexico. Cheryl has worked on several bilingual conservation projects on both sides of the border, including outreach and education to save the world's most endangered marine mammal, the vaquita porpoise, from extinction.

Scope of Services: Outreach as needed with information in Spanish and English as directed by the Program Director.

Marine Educator: Thomas R. Kieckhefer

Thomas Kieckhefer is a marine ecologist and educator. Tom has been teaching Save The Whales hands-on programs for several years to rave reviews from students and teachers. He helped develop the new outreach programs including Whale of a Rhythm Program (WOARP), Endangered Species, and the Amazing Lives of Sea Turtles program. Tom received a master's degree in marine science through Moss Landing Marine Laboratories/San Jose State University in 1992, and has over 25 years of research and education experience in the marine mammal field. His work has focused on: the impact of vessel traffic and noise pollution on humpback whales, killer whales, and sea otters; long-term humpback whale feeding ecology and bioacoustic monitoring of humpback whales, killer whales, and bottlenose dolphins for the University of Rhode Island Office of Marine Programs. Tom founded the Pacific Cetacean Group and was Education Director for Friends of the Sea Otter, for which he created several outreach programs that have now been incorporated into Save The Whales' programs. Tom joined Save The Whales as an educator in 2007.

Scope of Services: Provide education and outreach programs to schools, obtain pre/post student surveys and teacher evaluations, assist with teacher workshops and public events, and lead CSUMB students, as directed by the Program Director.

Bilingual Outreach Assistant: David Gonzales

David is a recent graduate from Notre Dame De Namur University, Belmont, CA and grew up and resides in Greenfield. He is fluent in Spanish and is comfortable engaging the public at events, and conducting business outreach on stormwater pollution prevention.

Scope of Services: Lead restaurant and auto shop outreach and conduct CBSM intercept surveys at local grocery stores, outreach at public events, and community outreach.

Activities Coordinator: Amanda Good

Amanda is a recent graduate from California State University, Monterey Bay and has volunteered and worked with Save The Whales for several years. She has a degree in marine science and is comfortable engaging the public at events, and enjoys working with school children.

Scope of Services: Conduct and assist with school outreach programs, CBSM intercept surveys at local grocery stores, outreach at public events and community outreach.

TEACHER REVIEWS

The following is a representative sample of comments written by teachers on the Teacher Evaluation Forms following Save The Whales' WHALES ON WHEELS™ classroom presentations. To read more reviews by teachers, community members, principals, and local organizations go to: <http://greatnonprofits.org/reviews/save-the-whales-inc>

"I would use this program in the future. Wonderful to have a biologist/scientist present to students."
Diane Cunanan, 5/6th Grade Teacher, Laurel Wood Elementary School, Salinas

"Students will remember everything that goes to the storm drains goes to the ocean."
Michael Whitmer, 6th Grade Teacher, Kammann Elementary School, Salinas

"My students really enjoyed the hands-on activities (whale artifacts) and the balloon alert flyer."
Nicole Ironside, 3rd Grade Teacher, Kammann Elementary School, Salinas

"This presentation was excellent, as always, and I look forward to future presentations from this group."
Janelle Cap, 4th Grade Teacher, San Vicente Elementary School, Soledad (former Salinas teacher)

"This program is very helpful. Fifth graders take the CST science test. It fits right into our curriculum. Thanks" Mr. Mora, 5th Grade Teacher, Frank Ledesma Elementary School, Soledad

"Our water resource is scarce and pollutants come from our community. Pick up trash!"
Maricela Lopez, 5th Grade Teacher, Frank Ledesma Elementary School, Soledad

"Please come back next school year!"
Vanessa Rico, 5th Grade Teacher, Fairview Middle School, Gonzales



Hands-on watershed model depicts how litter and pollution from land can enter waterways.

Students making a difference! Litter cleanup on school grounds.



David Gonzales explains storm water pollution (in Spanish) at community event.

Budget for 2016-2017 Salinas Storm Water Permit**BMP (M-Public Education, G-Residential Outreach)**

Organization: Save The Whales

Project Period: March 1, 2017 –August 1, 2017

Target pollutant of concern (POC) through the below program activities:

- a. residential pesticide use (OWOW, public events, surveys)
- b. litter & marine debris (school outreach, public events)
- c. street car washing (school outreach, public events)
- d. dog doo waste (school outreach, public events)

BMP #	Staff Member	Description	Cost
All	Program Director	Program coordination with Salinas and participation in planning of all program tasks 20hrs per month x 5mos: \$86 x 100hrs	8,600
All	Program Director	Meetings and working with existing community partnerships. \$86 x 20hrs	1,720
M	Marine Ecologist/Educator	Hands-on programs for grades 3-12 (20-24 programs), contact, coordinate and present programs, collect pre-and post-student surveys, and teacher evaluations for effectiveness evaluation reporting for grades 4 and up. \$55 x 96hrs	5,280
M & G	STW staff including bilingual educator	Engage parents. Grant funds from Save The Whales will offset the bulk of the cost for this program, including the busses. To engage parents, we will invite them from 14 classrooms (grades 5-6) to participate in 8 outdoor field trips to the beach with students. Bilingual educators will be available to engage/involve parents in the educational activities related to storm water and litter. PILOT PROJECT. (\$25 x 40hrs)	1,000
G	STW activities coordinator, bilingual educator	Three public events to engage the public and collect public surveys for CBSM. Work with local community partners to participate in events and/or sponsor creek cleanup, restoration projects, etc. We will get what surveys we can in 5 months. \$55 x 40hrs	2,200
M & G	College Service Students to assist at events	College volunteers, approximately 5 students x 20 hrs. each=100 volunteer hours to support the permit tasks. Value of volunteer hours: *\$23.56/per hour x 100hrs=\$2,356 Donated Services	0.00
M & G	STW Staff	Coordinate college volunteers. \$25 x 25hrs	625
M	CSUMB student to educate students about Zero Waste Week art contest	Encourage student participation in NOAA Zero Waste Week art contest (Spring). CSUMB student will visit 14 Salinas classrooms to educate them about the marine life and how activities on land (littering, pollution in streets) can lead to rivers, creeks, and the ocean.	600

		\$20 x 30hrs	
M & G	STW staff	Tabulate student, public and intercept survey responses: \$20 x 30hrs	600
G	Program Director & Bilingual Educator	Our Water Our World Program (WOW) outreach in existing Salinas stores (English and Spanish) to engage the public regarding alternative products to pesticides. Check on materials in racks and need for point of purchase labeling. Talk to patrons re pesticide alternatives. Maris will conduct outreach with Spanish speaking educator. PILOT PROJECT. Maris \$86x40hrs + \$30x40hrs=\$4,640	4,640
G	STW Staff	CBSM surveys. Refine surveys as needed for outreach to public. \$65x 10hrs	650
G	Graphic Designer	Assist with ad design for catchy ads.	900
G	Program Director	Print ads in (English and Spanish) for ads in El Sol, La Ganga, Californian or local papers selected by City.	2,382
	Total Personnel		29,197
	Mileage	1200miles at \$0.54/mile**	648
	Total Travel		648
M & G	Program Director	Purchase of OWOW fact sheets in English and Spanish, on Ants, Lawn Care, Weeds, Rats and Mice, Healthy Gardens	700
G	Program Director	Supplies for residential outreach for cleanup days, etc., school art contest (Zero Waste Week) and/or event registration fees.	250
	Total Supplies		950
G	Program Director	1. Radio ads (possibly with other partners) on English and Spanish local stations. 2. Produce Spanish ad with Salinas focus on oil dumping and contacting 911, and air on the Spanish radio stations.	2,500
G	Program Director	Produce:15 digital movie ad for Salinas Northridge Mall movie theater. Air ad on (14 screen) movie theater prior to every movie, to reach patrons with stormwater message. Approximately, 46K patrons attend monthly. Production of ad (one time cost)=\$1,500 Air ad on 14 screens for 8 weeks=\$1,320	2,820
G	Program Director	Regional TV partnership to air ads on English & Spanish stations via MRSWMP. 50% of the budget is placed on Spanish TV station. Cost share among regional partners for the \$3,403 amount.	3,403
	Total Media		8,723
	Direct Costs		39,518
	Indirect Costs	6% of Direct Costs	2,371
	TOTAL		41,889

* Source: Independent Sector: http://independentsector.org/volunteer_time

** Source: IRS: [http://www.irs.gov/ Standard-Mileage-Rates](http://www.irs.gov/Standard-Mileage-Rates)