

AGREEMENT
FOR PROFESSIONAL SERVICES FOR
ENVIRONMENTAL CONSULTANTS/
CONTRACTORS BETWEEN
THE CITY OF SALINAS AND
SAVE THE WHALES



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**AGREEMENT FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL
CONSULTANTS/CONTRACTORS BETWEEN
THE CITY OF SALINAS AND SAVE THE WHALES**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 12th day of October, 2021, 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 he, she or 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 B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on 15 October 2021, and shall terminate on 15 October 2022, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon 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 B**. The total amount of compensation to be paid under this Agreement shall not exceed **one hundred thirty-one thousand dollars (\$131,000)**.
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. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. 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.

7. 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.

8. 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) Steve Carrigan, City Manager, or his designee, 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.

9. **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.

10. **Indemnification and Hold Harmless.**

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

11. **Insurance.**

Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **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.

13. **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.

14. **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 B** 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.

15. 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.

16. 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 B** and/or Section 3 of this Agreement, 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.

17. 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.

18. 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 any 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Notices.

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

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

With a copy to:

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

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

Save The Whales
Attn: Maris Sidenstecker
14040 Reservation Rd
Salinas, CA 93908

(C) The execution of any such notices by the City Manager 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 City Manager 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.

24. 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.

25. 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.

26. 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.

27. Attorneys' 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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

Steve Carrigan
City Manager

APPROVED AS TO FORM:

☐ Christopher A. Callihan, City Attorney or
☐ Rhonda Combs, Assistant City Attorney

CONSULTANT


By Maris Sidenstecker
Its Executive Director

Exhibit A- Insurance Requirements for Environmental Contractors and/or Consultants

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractor's Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after Contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Liability ("PLL") and/or Asbestos Pollution Liability and/or Errors & Omissions:** Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
1. **The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Forms CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Consultant's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Salinas, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Consultant pursuant to the contract. This coverage may also be provided on the Contractor's PLL policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of Agreement of work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of Agreement work.
 4. A copy of the claims reporting requirements must be submitted to the City for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractor's PLL policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractor's PLL shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractor's Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Consultant shall furnish the City with original certificates of insurance and amendatory endorsements, or copies of the applicable insurance policy language effecting coverage required by this contract and a copy of the Declarations and Endorsements page of the policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Consultant hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Salinas is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as ISO CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Scope of Service

**SAVE THE WHALES BUDGET FOR 2021-2022 SALINAS STORM WATER PERMIT
BMP (M-Public Education, G-Residential Outreach, R-Pesticide Management)**

Organization: Save The Whales, 14040 Reservation Road, Salinas, CA 93908

Project Period: October 15, 2021–October 15, 2022

This proposal is outlined in two sections. The first part contains an overview of all elements of the proposal which includes required public education and outreach tasks. The second part (*Attachment A*) includes details about the Pesticide Management portion for clarification purposes because it specifically relates to elements that are not an annual requirement. It is outlined as the requirements are specified in the Permit for the most part.

1. **Target pollutant of concern (POC) through the below program activities:**
 - a. residential pesticide use (OWOW at Home Depot, public events)
 - b. litter & marine debris (school outreach, trash assessments, public events)
 - c. street car washing (school outreach, public events)
 - d. dog doo waste (school outreach, public events)
2. **Target pollutant of concern (POC) Pesticide Management**

BMP #	Staff Member	Description	Cost
Public Education and Outreach Tasks (Annually Required)			
All	Program Director	Program coordination with Salinas and participation in planning of all program tasks plus annual report. 14.96 hrs per month x 12mos: \$86 x 179.6 hrs	15,448
All	Program Director	Meetings with community partners. \$86 x 18hrs	1,548
M	Marine Ecologist/ Educator & Assistant	Hands-on programs for grades 3-12 (75 programs), coordinate and present programs, collect pre-and post-student surveys (if possible), and teacher evaluations for effectiveness evaluation reporting (CBSM element) for grades 4 and up. Lead school ground litter pickups after watershed model programs. DUE to COVID will do zoom programs until we are allowed back in the schools. \$55 x 200hrs=\$11,000	11,000
M & G	Program Director & Staff	PILOT: Complete the CBSM online survey platform and partnership with local businesses such as coffee houses to encourage public to participate in in depth survey. Incentive driven for a cup of coffee as a token for completing survey and ties in with local businesses. Second layer of surveys provided to people who choose to participate. Platform in English and Spanish as well as materials. Ads in El Sol and Californian, flyers to businesses. Goal is to expand residential outreach (being COVID safe) to garner input from the public on storm water.	10,802
M & G	STW staff with bilingual educators	Bilingual educator to assist with community events and distribute educational materials to engage residents. \$25 x 50.2 hrs	1,255
M & G	STW staff bilingual educators	Trash Assessment Events: Invite partners and volunteers to participate in 3-4 of these events as COVID allows. \$86x20hrs=\$1,720 plus two support staff at \$25 x 40hrs=\$2,000 plus supplies (\$150)	3,870
G	STW activities	Engage in three-four public events to engage the public and collect public surveys for CBSM. Work with community partners to	2,470

	coordinator, bilingual educator	participate in events as COVID allows. (Take It Outside, Founders Day, Northridge Tabling). \$65 x 38hrs	
M & G	College Service Students to assist at events	College volunteers, approximately 5 students x 20 hrs. each=100 volunteer hours. Value of volunteer hours: *\$24.69/per hour x 100hrs=\$2,469 Donated Services * Source: http://independentsector.org/volunteer_time	0.00
M & G	STW staff	Tabulate student, public and intercept survey responses: \$20 x 40hrs	800
G	Program Director & Bilingual Educator	Our Water Our World Program (WOW) outreach in Home Depot, Salinas store (English and Spanish). Engage the public regarding alternative products to pesticides. Mark materials in racks and point of purchase labeling. Talk to patrons re pesticide alternatives. Outreach will be done with English and Spanish speaking educators as COVID permits. \$65 x 20hrs=\$1,300	1,300
G	STW Staff	Refine CBSM surveys (as needed for outreach to public). \$65x 10hrs	650
G	Graphic Designer	Run print ads and /or print materials as needed for education and outreach.	2,792
Pesticide Management Services			
R	Pesticide Management Services	This section of the proposal relates to Provision "R" Public Education and Involvement, specifically section 10 Pesticide Use Education of the City's Permit Order R3-2019-0073. All program elements address Provision R, Section 8.a, and where appropriate Provision R, Section 9 requirements. Details of this program element are included in Attachment A herein. These tasks are broken up into Phase I and Phase II as noted herein.	
R	Task 1	Research and Development (Phase I)	5,000
R	Task 2	Outreach Materials to Develop & Implement (Phase I)	38,375
R	Task 3	Implementation Elements Line Itemed Out for Informational Purposes to Demonstrate Permit Compliance.	Included elsewhere
R	Task 4	Agency Meetings and Approval Process (Phase I)	1,500
R	Task 5	Program Outcomes and Assessments (Phase II)	TBD
	Subtotal	Pesticide Management Elements Phase I	44,875
Total Personnel Cost for Year 1			\$96,810
Expenses for Year 1			
	Mileage	1200 miles at \$0.56/mile** (2021 rates)	672
M & G	Program Director	Purchase of OWOW fact sheets in English and Spanish, on Ants, Lawn Care, Weeds, Rats and Mice, Healthy Gardens	Provided by City
G	Program Director	Supplies for residential outreach for trash cleanup days, event registration fees, etc.	150
	Subtotal	Total Expenses Standard Annual Requirements	822
Pesticide Management Services Expenses Year 1			
R	Pesticide Management Services	Part II – Supplies, Materials, Print and Postage	
R	Task 6	Print Cost: Print cost for handouts (Phase I)	7,500
R	Task 7	Mailing / Postage Cost [Provision R, Sections 3.a, 10.c, et al; Phase I]	2,250
R	Task 8	Point of Purchase Display Racks (Phase I)	2,400

R	Task 9	Mailing Cost - 1,500 pieces total (Phase I)	5,000
	Subtotal	Pesticide Management Elements Phase I – Supplies, Materials, Print and Postage	17,150
Total Supplies Cost Year 1			\$17,972
Media Related Cost Year 1			
G	Program Director	Air radio ad in English and Spanish specific to Salinas that give branding to the city and mirror the educational print pieces: Pick it up (litter), Fix it up (motor oil), Scoop it up (pet waste). Ads to air on English and Spanish stations.	4,000
G	Program Director	Movie Ad: Air 15 second digital movie ad for Salinas Northridge Mall movie theater on (14 screen) movie theater prior to every movie, to reach patrons with stormwater message. Air ad for 8 weeks=\$1,500	1,500
G	Program Director	Regional TV partnership. Air ads on English & Spanish stations via Monterey SEA. 50% of the budget is placed on Spanish TV station. Cost share among partners.	3,403
	Subtotal	Media Cost Year 1	8,903
	Direct Costs		\$123,685
	Indirect Costs		\$6,340
TOTAL FOR YEAR 1			\$130,025

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

ATTACHMENT A

Target pollutant of concern (POC) Pesticide Management Proposal Details

(This program element is developed in two phases, Phase I and Phase II)

PHASE I LABOR – Includes tasks to develop and implement as specified in the Permit which are anticipated to be completed during this permit year.

Task 1 – Research and Development

40 hours @ \$125/hr
\$5,000.00

- a. Develop contact list for outreach activities to address Provision R, Section 5.a et al requirements Target Audiences:
 - Review business license list for appropriate contacts
 - Review internet for appropriate contacts
 - Review craigslist for appropriate contacts
 - Appropriate contacts may include:
 - Residential, single family residential units
 - Professional landscapers
 - Licensed pest control companies
 - Licensed herbicide applicators
 - Pest control supply companies
 - Agricultural supply companies,
 - Irrigation management and repair companies
 - Property management companies (*Commercial, HOA's*)
 - Chamber of Commerce Members via City

Task 2 – Outreach Materials to Develop and Implement

- a. Email / letter notice to all commercial, industrial businesses (*R.10.b et al*)

4 hours @ \$125/hr
\$500.00
- b. Spanish Translation, where appropriate

1.5 hours @ \$125/hr
\$187.50
- c. Email / letter notice to all property management firms (*R.10.b et al*)

3 hours @ \$125/hr
\$375.00

 - Spanish Translation, where appropriate

1.5 hours @ \$125/hr
\$187.50
- d. Informational piece concerning IFRHF use (*All elements*)

40 hours @ \$125/hr
\$5,000.00

 - Spanish Translation, where appropriate (*R. 5.a et al*)

4 hours @ \$125/hr
\$500.00
- e. City staff training (*IPM based; R.10.b, c et al*)

40 hours @ \$125/hr
\$5,000.00
- f. IPM training for retailers (*Point of Purchase*) that will address to address Provision R, Section 10.a and c requirements:

40 hours @ \$125/hr
\$5,000.00

 - Distribute Point of Purchase Materials at Retailers
- g. Informational training factoid for landscape maintenance co's (*R.5.a and 10.b, c, et al*)

40 hours @ \$125/hr
\$5,000.00

 - To address Provision R, Section 3.a requirements
 - Spanish Translation, where appropriate

6 hours @ \$125/hr
\$750.00

- h. Informational training factoid for pest control companies (*R.5.a and 10.b, c, etal*)
 - 20 hours @ \$125/hr
\$2,500.00
 - To address Provision R, Section 3.a requirements
 - Spanish Translation, where appropriate
 - 6 hours @ \$125/hr
\$750.00
- i. Informational piece for property management companies (*R.5.a and 10.b, c, etal*)
 - 20 hours @ \$125/hr
\$2,500.00
 - To address Provision R, Section 3.a requirements
 - Spanish Translation, where appropriate
 - 6 hours @ \$125/hr
\$750.00
- j. School Outreach to address Provision R, Section 5.b requirements Target Audiences:
 - To dovetail into existing School Outreach when authorized
 - 4 hours @ \$125/hr
\$500.00
- k. Advertisements - Movie Ads (*R.10.b etal*)
 - 35 hours @ \$125/hr
\$4,375.00
 - To address Provision R, Section 3.a requirements
 - Spanish Translation, if deemed necessary (*R.5.a etal*)
 - 2 hours @ \$125/hr
\$250.00
 - Coordination with Theaters
 - 10 hours @ \$125/hr
\$1,250.00
 - Theater Fees (*Seasonally appropriate times*)
 - \$3,000.00
- l. Other elements to be determined at \$125.00/hr

Task 3 – Implementation – Included above, but lined item out for informational purposes.

- a. Place informational piece in local newspapers with link to website (*Salinas Clean Water*)
- b. Place ads in local movie theaters (*Est Run Nov 1-Feb 1; June 1 – Sept 1*)
- c. Email blast with informational piece
- d. Direct mailers with informational piece
- e. Email link via chamber of commerce (*Requires City's assistance*)
- f. Email link via City website (*Requires City's assistance*)
- g. Email link via StW website

Task 4 – Agency Meetings and Approval Process

- a. Task 1
 - 2 hours @ \$125/hr
\$250.00
- b. Task 2
 - 6 hours @ \$125/hr
\$750.00
- c. Task 3
 - 4 hours @ \$125/hr
\$500.00

PHASE II – These tasks can only be developed and implemented once Phase I elements are complete. Experience and information gathered during Phase I will dictate how Phase II will be developed and implemented. For example, you cannot complete the Program Outcomes and Assessments Phase until all the other elements are completed. Also, experience and information gathered during Phase I, plus the survey post Phase I will be used to develop a Pilot Project meeting provision R, Section 8.b requirements. The survey itself will be based upon the target audiences reached during Phase I.

Task 5 – Program Outcomes and Assessments

- Next Permit Year develop program assessment and outcome survey to target audiences to address Provision R, Sections 6 and 7 requirements. TBD
- Next Permit Year develop a Pilot Project to address Provision R, Section 8.b requirements. TBD

PHASE I - EXPENSES

Task 6 - Print Cost: Print cost for handouts (*i.e. direct mailers*) \$7,500.00

Task 7 – Mailing / Postage Cost (*Provision R, Sections 3.a, 10.c, etal*) Estimated at
\$2,250.00

Task 8 Point of Purchase Display Racks 4 est. at \$600.00 ea
\$2,400.00

Task 9 - Mailing Cost - 1,500 pieces total \$5,000.00

PHASE II – EXPENSES – To be determined based upon experience and information gathered during Phase I. TBD