



THE CITY OF SAN DIEGO
MAYOR JERRY SANDERS

M E M O R A N D U M

DATE: March 27, 2008

TO: Honorable Council President Scott Peters and Members of the City Council

FROM: Drew Kleis, Acting Deputy Director, Storm Water Pollution Prevention Division
via Mario X. Sierra, Director, General Services Department

SUBJECT: First Amendment to Agreement with Katz & Associates Not-to-Exceed \$366,740

On February 27, 2008, the Natural Resources & Culture Committee (Committee) voted unanimously to forward the item titled, "First Amendment to Agreement with Katz & Associates Not-to-Exceed \$366,740" to full Council, and requested additional information regarding consultant work completed under the original Agreement, and new work anticipated under the proposed First Amendment to the Agreement. A brief summary of the work completed, and projected work to be done, by Katz & Associates for the Storm Water Pollution Prevention Division (Division) is provided below.

Katz and Associates assisted the Division in the execution of the following projects under the original Agreement (See Attachment 1 for a more detailed summary of work completed) in order to maintain and/or achieve compliance under the Municipal Permit. The original Agreement's scope of work was fully completed for a value of \$152,000.

Jurisdictional Urban Runoff Management Program (URMP) – general public outreach

- Conducted notification and public comment process for updates to the Jurisdictional URMP
- Planned and executed two public meetings to obtain input regarding updates to the City's Storm Water Standards Manual
- Planned and executed two public meetings to obtain input regarding proposed new minimum Best Management Practices (BMPs) for residents and businesses

Watershed URMP – residential outreach

- Conducted notification and public comment process for updates to the six Watershed URMPs
- Residential outreach through direct observation and mail surveys for the La Jolla pilot project targeting trash and bacteria

Regional URMP – regional outreach

- Conducted notification and public comment process for updates to the Regional URMP

The proposed First Amendment to the Agreement will allow Katz & Associates to assist the Division with the following education and outreach efforts in 2008 (see Attachment 2 for a more detailed summary of the proposed work to be completed).

Jurisdictional URMP – general public outreach

- Provide strategic recommendations regarding residential research, education, and traditional outreach throughout the City of San Diego and support various City outreach programs
- Support various City outreach programs including staffing informational booths at local events, and presenting storm water-related information at local community groups and business organizations

Watershed URMP – residential outreach

- Continue residential outreach for the La Jolla Shores pilot project
- Total Maximum Daily Load (TMDL) outreach (bacteria and metals) to residents in the Chollas Creek watershed area
- Notification, outreach for residential pilot studies and low-impact development pilot projects
- Assist in the development and implementation of education and outreach activities in the City's six watersheds

If you have any questions, please contact Jennifer Nichols Kearns, Senior Public Information Officer, at (619) 525-8606.



Drew Kleis

Acting Deputy Director

- Attachments: 1. Summary of work completed under the original Agreement
2. Summary of work to be completed under First Amendment to the Agreement

cc: Alejandra Gavaldon, Policy Advisor, Mayor's Office
Dave Jarrell, Deputy Chief of Public Works

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Public Affairs
Community Relations
Issues Management

Katz & Associates, Inc.
4250 Executive Square, Suite 670
La Jolla, CA 92037-1477
(858) 452-0031
(858) 552-8437 fax
www.katzandassociates.com

Katz & Associates, Inc. Summary of Work Completed Under Original Agreement

La Jolla Shores Pilot Project

Katz & Associates worked in two pilot areas in the La Jolla Shores and Windansea neighborhoods to observe and collect data regarding pollution behaviors among residents, tourists and businesses. After conducting observations, the data was reviewed and an outreach strategy was formulated to send surveys via mail to 211 residences within the pilot areas.

The following tasks were completed and/or coordinated by Katz & Associates:

- Conducted a literature search on possible behaviors to target with residential pilot program.
- Developed a community profile report on the residential pilot and control areas, including field surveys of existing conditions, demographic information, stakeholders, and community organizations and leadership.
- Conducted residential and commercial observations in La Jolla Pilot project area.
- Developed a database of participants for residential survey.
- Assisted with the development of an introductory letter to residents about upcoming survey to identify residential outdoor water use behaviors and pet waste disposal that could contribute to CBSM targeted storm water pollution behaviors

Public Meetings for Updates to the Storm Water Standards Manual

Katz and Associates was tasked with the management and implementation of two public meetings in an effort to notify the public and receive input on Updates to the City's Storm Water Standards Manual to conform to the requirements of the 2007 Municipal Permit (Order No. R9-2007-0001).

The following tasks were completed and/or coordinated by Katz & Associates:

- Developed a communication plan to notify the public about the Storm Water Standards and obtain input
- Planned and executed two public meetings, held on Aug. 28 and Nov. 6, 2007
 - Identified stakeholders and created comprehensive mailing list
 - Publicized meetings with e-mail notifications to stakeholder groups and individuals, newspaper display ads and notices, media releases and flyers distributed at other city meetings and in mailings
 - Created comment forms for use by attendees at the public meetings
 - Prepared five fact sheets about the updates and developed versions for Web site
 - Developed meeting presentations, speaker remarks and question and answer document
 - Facilitated question and answer period at one of the meetings
 - Participated in meeting preparation sessions with City staff
 - Coordinated all meeting logistics. Staffed informational table at the meetings and facilitated the meetings.
- Provided detailed information on City of San Diego Web site about the meetings, created a Comment Form for public input and provided information about the two upcoming public meetings
- Planned and conducted two stakeholder roundtable meetings for representatives of key stakeholder groups.

Public Outreach for Updates to the Urban Runoff Management Plans

Katz & Associates was tasked with notifying and receiving input from the public to support updating the City's mandated three urban runoff management plans (Task Order 10):

1. Jurisdictional Urban Runoff Management Plan (JURMP)
2. Watershed Urban Runoff Management Plan (WURMP)
3. Regional Urban Runoff Management Plan (RURMP)

The following tasks were completed and/or coordinated by Katz & Associates:

- Developed a communication plan to notify the public about the CEQA Minimum Negative Declaration public input process and materials to be posted on the City's Web site
- Prepared stakeholder list for notifying interested groups and individuals about the updates
- Developed materials about the public input process for use at other city meetings and mailings
- Created detailed information for posting on City Web site:
 - color-coded regional watershed maps
 - color-coded lists of activities and programs for each watershed with descriptions
 - links to the full documents of each runoff management plan
 - link to public comment process on City Clerk's section of City Web site
 - link to the draft CEQA document

Public Meetings for Proposed Minimum Best Management Practices (BMPs)

Katz and Associates was tasked with the management and implementation of two public meetings in an effort to notify the public and receive input to proposed new Minimum Best Management Practices to residents and businesses Citywide.

The following tasks were completed and/or coordinated by Katz & Associates:

- Planned, coordinated details and staffed two public meetings, held on Sept. 17 and 19, 2007
- Finalized stakeholder lists, advertised the meetings via 119 postcard announcements, 128 e-mail notifications in English and Spanish to stakeholder groups, eight newspaper display ads in general and ethnic-oriented newspapers, and a media release to local print media
- Created comment forms for use by attendees at the public meetings
- Assisted with development of Minimum BMPs presentation, speaker remarks and question and answer period at the meetings
- Prepared four fact sheets, frequently asked questions and revised versions of two detailed tables on the proposed Minimum Best Management Practices for posting on the City's Web site and for use as meeting handouts
- Prepared table-top materials for the public meetings on the residential, commercial and industrial Minimum Best Management Practices
- Created five posters for the public meetings and formatted versions for posting on City Web site
- Provided detailed Web site information regarding the new Minimum BMPs, created an electronic comment form for public input and provided information about the two upcoming meetings

000765



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Katz & Associates, Inc. Summary of Work to be Completed Under First Amendment to the Agreement

Katz & Associates, Inc., will support the City of San Diego Storm Water Pollution Prevention Division in implementing education and public participation activities outlined in the 2007 NPDES Municipal Storm Water Permit, Order NO. R9-2007-0001. This support includes developing and implementing outreach programs that achieve measurable results in changing polluting behaviors. Also included are outreach to support construction projects and public education activities about specific pollutants of concern.

Residential Outreach for the La Jolla Shores Pilot Project

- Continue residential outreach for the La Jolla Pilot Project
- Assist with the completion of the initial research for the Community Based Social Marketing pilot project.
- Implement outreach intervention strategy provided by CBSM consultants, which could include the development and distribution of informational materials, participation in community events, one-on-one contact with community/neighborhood leaders and disseminating information through the media and community organizations.

Residential Outreach for Low Impact Development (LID) project in Kellogg Park and ASBS Low Flow Diversion Structures

- Identify participants, organize, advertise and conduct two community meetings with community members and representatives of groups regarding the proposed Green Parking Lot project design at Kellogg Park
- Collaborate with city consultants and street sweeping personnel to produce project information materials (including street sweeping information) such as fact sheets and PowerPoint presentations for community meetings
- Plan and facilitate up to three community workshops focused on proposed ASBS Low Flow Diversion Structures
- Develop and implement communication strategies as needed, such as public notifications and informational materials, to inform the residents about the ASBS Structures and public art projects at the new utility boxes

Residential Outreach for Bacteria & Metals TMDLs in Chollas Creek

- Develop key messages on specific TMDLs that will be used for communicating with the public
- Create six fact sheets on TMDLs that will be tailored to different audiences within the residential community
- Coordinate participation in three community events
- Coordinate five community speaking engagements
- Assist the City staff with regulatory compliance communication and report writing as needed

Residential Outreach for Low Impact Development (LID) project Mt. Abernathy

- Develop and implement community outreach activities for proposed Green Street project on Mt. Abernathy
- Produce a community profile report that identifies demographics, community groups and stakeholders in Mt. Abernathy
- Identify participants, organize and conduct two community meetings, produce and distribute project information materials (including street sweeping information) such as fact sheets, PowerPoint presentations, and Web site copy, and follow up on the materials
- Provide data collected to CBSM consultants to develop an outreach intervention based on the findings. Outreach could include the development and distribution of informational materials, participation in community events, one-on-one contact with community/neighborhood leaders, and disseminating information through the media and community organizations
- Refine the program based on results and implement in two additional areas of the Tecolote Sub-basin (program could also be used in other watersheds)
- Assist the City staff with regulatory compliance communication and report writing for this project.

Residential Outreach for Low Impact Development (LID) Construction in Additional Watersheds

- Develop a construction relations outreach plan for residents in the vicinity of potential new LID construction projects in the San Dieguito, Los Penasquitos, San Diego River and Tijuana watersheds
- Attend planning meetings with the City project team, identify outreach needs for construction activities, and create the content of fact sheets and other materials needed for the design phase of each proposed LID project
- Plan community meetings, one on one meetings and/or workshops or presentations as needed

General Residential Outreach Education Activities in Additional Watersheds

- Identify and implement one residential education outreach activity in the San Dieguito, Los Penasquitos, San Diego River and Tijuana watershed focusing on pollutants of concern and storm water pollution prevention measures
- This includes developing informational materials, presentations and Web content, as needed to support the identified outreach activity
- Identify target audiences and groups, participate in events and provide information to the media regarding the outreach activity, as appropriate.



About Katz & Associates, Inc.

Katz & Associates, Inc., is a full-service communication firm specializing in public outreach programs for public works, environmental and consumer awareness programs. With headquarters in San Diego and offices in Sacramento, Las Vegas and the Pacific Northwest, Katz & Associates offers a diverse team of communication professionals with expertise in community relations, consensus building, media relations, public participation, public awareness programs and project positioning

Sara Katz founded the firm in 1986 after serving on the staffs of former California Governor Pete Wilson and former San Diego Mayor Susan Golding. A certified Woman Owned Business Enterprise, Katz & Associates has established a successful track record with such clients as the San Diego Water Department, U.S. Navy, Port of San Diego, City of San Diego, San Diego County Water Authority, North County Transit District and a wide variety of other public agencies.

Each of the firm's skilled professionals is committed to ensuring our clients consistently receive the highest-quality, most reliable and resourceful service. The size and structure of our firm is designed to allow us to become an extension of your organization, focusing on strategic, results-oriented solutions to your communication needs.

**Summary of Public Outreach and Involvement Efforts for
Land Development Manual Updates
as of October 30, 2007**

Public meetings

August 28, 2007
5:30 to 7:30 p.m.
Metropolitan Wastewater Operations Center
Comment Forms available at meeting

Rescheduled meeting (Previously scheduled for Oct. 24, 2007)

Nov. 6, 2007
5:30 to 7:30 p.m.
Metropolitan Wastewater Operations Center
Comment Forms will be available at meeting

Mailings

- 307 postcards mailed on August 2, 2007
- 341 flyers mailed on October 4, 2007
- 154 revised flyers (photocopied) mailed on October 23, 2007 giving rescheduled November 6, 2007 meeting date

E-mails

- 57 postcards e-mailed to Technical Advisory Committee of the Land Use and Housing Committee, Co-Permittees, and individuals on August 3, 2007
- 39 follow-up e-mails with copy of postcard sent to groups and organizations asking for distribution to their members and associates on August 3, 2007
- 57 flyers e-mailed Technical Advisory Committee of the Land Use and Housing Committee, Co-Permittees, and individuals on October 8, 2007
- 39 follow-up e-mails with copy of flyer sent to groups and organizations asking for distribution to their members and associates on October 8, 2007
- 217 e-mails sent on October 23, 2007 notifying recipients of cancelled October 24, 2007 meeting
- 227 e-mails (with electronic copy of revised meeting flyer) sent on October 26, 2007 notifying recipients of rescheduled November 6, 2007 meeting date

Additional publicity

- Cross promoted public meetings and other opportunities for input at first Land Development Manual public meeting and Minimum BMP public meetings

- Information about the upcoming October 24, 2007 meeting and the public involvement process included in 285 piece mailing and on City Web site regarding the draft Mitigated Negative Declaration prepared by the Development Services Dept. to agencies, groups and individuals on September 10, 2007

Advertising

- 1 public notice ad placed in Daily Transcript legal section on August 7, 2007
- 1 public notice ad placed in the Daily Transcript legal section on October 16, 2007
- 1 public notice ad placed on October 31, 2007 in the Daily Transcript legal section giving November 6, 2007 rescheduled meeting date
- 1 display ad placed in Daily Transcript on August 16, 2007
- 1 display ad placed in the Daily Transcript on October 16, 2007
- Signs placed on doors of meeting location on October 24, 2007 notifying public of cancellation and referring to the Web site to get the new meeting date and location, once available
- 27 newspapers, including community, ethnic and minority papers received a media release electronically on August 23, 2007 regarding the August 28, 2007 meeting date
- 27 newspapers, including community, ethnic and minority papers received a media release electronically on October 23, 2007 announcing the October 24, 2007 meeting and a subsequent media release sent with a meeting cancellation notice. (The second release referred recipients to the Web site to get the new meeting date, once available.)
 - Asia
 - Asian Journal
 - Carmel Valley News
 - Clairemont Mesa News
 - Coast News
 - Corridor News
 - The Daily Transcript
 - Del Mar Times
 - Del Mar Village Voice
 - El Latino
 - El Sol De San Diego
 - Filipino Press
 - Hillcrest News
 - The Korea Times
 - La Jolla Light
 - La Jolla Village News
 - La Prensa San Diego
 - Mid-City Journal
 - Mira Mesa/Scripps Ranch Sentinel
 - Mission Times Courier

- Peninsula Beacon
- Poway News Chieftain
- Rancho Bernardo News Journal
- San Diego Business Journal
- San Diego Union-Tribune
- San Diego Voice & Viewpoint
- U C Golden Triangle News

Web site

- Information about the August 28, 2007 meeting, an on-line Comment Form, and informational materials (Fact Sheets) posted on Think Blue Web site on August 24, 2007
- Information about the October 24, 2007 meeting posted on the Think Blue Web site on October 8, 2007
- Copy of draft Updates to Storm Water Standards document posted along with dates of public comment period (October 12 through November 10, 2007) on Think Blue Web site on October 12, 2007
- Notice of October 24, 2007 cancelled meeting posted on Think Blue Web site on October 23, 2007 and also on City's community meeting bulletin board section for firestorm information
- Notice of rescheduled November 6, 2007 meeting date and location posted on Think Blue Web site on October 26, 2007

Stakeholder meetings

- Stakeholder roundtable meeting held August 9, 2007, at Storm Water Division offices with representatives from the American Public Works Association, San Diego Building Industry Council and San Diego Coastkeeper
- Follow-up stakeholder roundtable meeting held October 15, 2007, at Storm Water Division offices with representatives from the American Public Works Association, San Diego Building Industry Council, San Diego Coastkeeper, and landscape design industry

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**Summary of Outreach Efforts for
Minimum Required BMPs Public Involvement
As of September 26, 2007**

Minimum BMPs public meetings

September 17, 2007

5:30 to 8:00 p.m.

Balboa Park Club, Santa Fe Room, San Diego

Comment Forms available at meeting

September 19, 2007

5:30 to 8:00 p.m.

Metropolitan Wastewater Operations Center

9192 Topaz Way, San Diego

Comment Forms available at meeting

- 119 postcards mailed out August 10, 2007
- 128 follow-up e-mails with copy of postcard sent to individuals and to groups and organizations asking for distribution to their members and associates August 10, 2007
- e-mail notification with copy of postcard sent out by Business Improvement District to their membership e-mail contact list August 28, 2007
- Information about the two Minimum BMPs meetings was included as a handout at Land Development Updates Public Meeting on August 28, 2007
- Information about the meetings included in 285 piece mailing of Mitigated Negative Declaration prepared by the Development Services Dept. to agencies, groups and individuals Sept. 10, 2007
- Information about the meetings included as a flyer in the Mitigated Negative Declaration document prepared by Development Services Dept. posted on the City's Web site Sept. 10, 2007
- 6 display ads giving information about the meetings placed in local community and ethnic and minority newspapers
 - San Diego Voice and Viewpoint Sept. 13, 2007
 - Asian Journal Sept. 15, 2007
 - La Prensa Sept. 14, 2007
 - La Jolla Village News Sept. 13, 2007
 - Beach and Bay Press Sept. 13, 2007
 - Peninsula Beacon News Sept. 13, 2007

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- 1 display ad placed in San Diego Daily Transcript Sept. 14, 2007
- 1 meeting notice placed in San Diego Daily Transcript legal section August 29, 2007
- 27 newspapers, including community, ethnic and minority papers, received a media release on Sept. 12, 2007
- **Think Blue Web site:** Information about the meetings, an on-line Comment Form, and additional information posted on Think Blue Web site August 24, 2007

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EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: 2/13/08

REPORT NO:

ATTENTION: Natural Resources & Culture Committee

ORIGINATING DEPARTMENT: General Services, Storm Water Pollution Prevention Division

SUBJECT: First Amendment to Agreement with Katz and Associates
Not-To-Exceed \$366,740

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Drew Kleis, (619) 525-8623, MS 27-A

REQUESTED ACTION:

The Storm Water Pollution Prevention Division requests Council authorization to execute the First Amendment (Year 1 option) of the FY07 contract with Katz and Associates for an amount not to exceed \$366,740 to conduct educational outreach services for the Think Blue Education and Outreach campaign.

STAFF RECOMMENDATION: Recommend City Council adopt the resolutions.

EXECUTIVE SUMMARY: In Fiscal Year 2007, the Storm Water Pollution Prevention Division initiated an extensive education and outreach campaign in an effort to meet the requirements of three parallel actions by the Regional Water Quality Control Board (RWQCB): adoption of an updated Municipal Storm Water Permit; two pending Total Maximum Daily Load (TMDL) orders, both in Chollas Creek (dissolved metals) and city-wide (bacteria); and water quality improvements to the Areas of Special Biological Significance (ASBS) in La Jolla. In an effort to meet the terms of the various mandated education and outreach measures in the various RWQCB actions against the City, the "Think Blue" campaign began implementing a holistic, multi-faceted approach to achieve improved awareness and long-term sustained and measurable behavior change in target audiences including residents, commercial businesses, industry, mobile businesses, development and construction industry and school-aged children.

In November 2006, the City advertised for outreach consultants via an RFP process according to AR 26.70. Katz and Associates was one of two firms selected as qualified. In Fiscal Year 2007, the City entered into an agreement for \$152,000, with two, one-year options to renew with Katz and Associates (R-302277-1) to assist the Storm Water Pollution Prevention Division with education and outreach to the above targeted areas and audiences. The FY 2007 work was provided and completed at a cost of \$152,000. This First Amendment to the Agreement would allow the Division to exercise the option to renew the contract and receive \$366,740 in additional outreach consulting services in Fiscal Year 2008 for a total amount not to exceed \$518,740.

Continued consulting services in FY 2008 will include, but are not limited to, TMDL communication in Chollas Creek, assistance with the CBSM pilot studies in La Jolla and Clairemont communities, public education and outreach regarding the construction of a porous pavement parking lot in Kellogg Park (La Jolla) and construction of a Green Street project in Clairemont. Additional Services in this First Amendment will include notification and

communication to residents, businesses, industry, mobile businesses and hard to reach audiences of new and existing minimum Best Management Practices, communication of infrastructure and/or service delivery changes to residents and businesses throughout the City with an emphasis on the San Diego Bay/Chollas Creek TMDLs and assistance on up to three Community-Based Social Marketing (CBSM) pilot projects.

This First Amendment to the Agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

To support its Equal Opportunity Contracting commitment, the City has established voluntary participation levels. The goals for this contract are 20% Voluntary Subcontractor Participation Goal, 15% Voluntary Subconsultant Participation Goal. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE) level. Attainment of the participation level goal is strongly encouraged, but strictly voluntary.

Prior to award, a workforce report or an Equal Opportunity (EEO) Plan will be submitted to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval. Staff will monitor the plan and adherence to the Nondiscrimination Ordinance.

FISCAL CONSIDERATIONS: This action would authorize the appropriation and expenditure of funds in the amount not to exceed \$366,740 from the General Services Department, Storm Water Pollution Prevention Division Fiscal Year 2008 Operating Fund (#100) for the purposes of performing education and outreach professional activities. The total value of the original agreement (\$152,000) and First Amendment (\$336,740) would be \$518,740.

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION: On February 23, 2007, the City of San Diego Resolution R-302277-1 authorizing Katz and Associates to conduct education and outreach services on behalf of the City's Storm Water Pollution Prevention Department.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Consultant services will continue to augment and implement the City's education and outreach efforts of the *Think Blue* program, whose goal is to change the polluting behaviors of residents, business and industry across the region to comply with the Total Maximum Daily Load regulations from the Regional Water Quality Control Board.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders include San Diego residents, businesses, and industry Citywide. Projected Impacts: None anticipated with this action.



 Mario X. Sierra, Director
 General Services Department



 David Jarrell, Deputy Chief of Public Works

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DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

104
04/15

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

March 10, 2008

SUBJECT: First Amendment to Agreement with Katz and Associates Not-To-Exceed \$366,740

GENERAL CONTRACT INFORMATION

Recommended Consultant: Katz and Associates
Amount of this Action: \$ 366,740.00 (Not-To-Exceed)
Original Contact: \$ 152,000.00
Cumulative Amount: \$ 518,740.00
Funding Source: City of San Diego

SUBCONTRACTOR PARTICIPATION

No subconsultant participation for this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required

Katz and Associates submitted a Work Force Report for their San Diego employees dated January 25, 2008, indicating 39 employees in the Administrative Work Force. The Work Force analysis indicates under representations in the following categories:

Filipinos in Professional

Although the firm's workforce has under representations in Filipinos in Professional, the participation level in the overall category exceeds the goal.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

By MM-J

File: Admin WOFO 2000

Date WOFO Modified: 1/25/2008
Input by: SH

Goals reflect statistical labor force availability for the following: 2000 CLFA San Diego, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT
FOR
Company: Katz & Associates, Inc.

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	3.3%	0	11.8%	0	6.2%	0	0.4%	0	6.2%	0	2	8	0	0
Professional	4.0%	0	12.6%	0	6.5%	1	0.5%	0	6.5%	0	2	12	0	0
A&E, Science, Computer	2.8%	0	7.3%	1	16.2%	0	0.3%	0	16.2%	0	0	0	0	0
Technical	6.6%	0	14.8%	0	17.2%	0	0.4%	0	17.2%	0	0	0	0	0
Sales	3.9%	0	19.5%	0	6.6%	0	0.6%	0	6.8%	0	0	0	0	0
Administrative Support Services	7.0%	0	20.8%	1	8.8%	0	0.6%	0	8.8%	0	0	5	0	0
Crafts	5.5%	0	36.9%	0	9.7%	0	0.6%	0	9.7%	0	0	0	0	0
Operative Workers	4.5%	0	25.8%	0	9.1%	0	0.7%	0	9.1%	0	0	0	0	0
Transportation Laborers	4.3%	0	38.8%	0	20.8%	0	0.3%	0	20.8%	0	0	0	0	0
	8.1%	0	32.1%	0	4.5%	0	0.5%	0	4.5%	0	0	0	0	0
	4.4%	0	54.0%	0	4.1%	0	0.5%	0	4.1%	0	0	0	0	0
TOTAL	0	2	2	4	1	1	0	0	0	0	4	25	0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

	M	F
Mgmt & Financial	11	9
Professional	20	17
A&E, Science, Computer	1	0
Technical	0	0
Sales	0	0
Administrative Support Services	7	6
Crafts	0	0
Operative Workers	0	0
Transportation Laborers	0	0
TOTAL	39	32

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
11	2	9	39.8%
20	3	17	58.5%
1	1	0	22.3%
0	0	0	49.0%
0	0	0	49.4%
7	1	6	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.36	0	N/A	1.31	1	N/A	0.68	0	N/A	-0.04	0	N/A	0.66	0	N/A	4.38	9	4.62
Professional	0.80	1	N/A	2.52	3	N/A	1.30	2	N/A	0.10	0	N/A	1.30	0	(1.30)	11.90	17	5.10
A&E, Science, Computer	0.03	0	N/A	-0.07	1	N/A	0.16	0	N/A	-0.00	0	N/A	0.16	0	N/A	0.22	0	N/A
Technical	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support Services	0.49	1	N/A	1.46	1	N/A	0.62	0	N/A	0.04	0	N/A	0.62	0	N/A	5.12	6	N/A
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ON)
AC2800650

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
General Services, Storm Water Pollution Prevention Division

3. DATE:
February 13, 2008

4. SUBJECT:
First Amendment to the Agreement with Katz and Associates Not-To-Exceed \$366,740

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.):
Drew Kleis, Acting Deputy Director. (619) 525-8644, MS 27-A

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.):
Jennifer Nichols Kearns (619) 525 8606, MS 27A

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	100	-		
DEPT.	533	-		
ORGANIZATION	2100	-		
OBJECT ACCOUNT	4151	-		
JOB ORDER	7815	-		
C.I.P. NUMBER				
AMOUNT	\$366,740	-		

9. ADDITIONAL INFORMATION / ESTIMATED COST:
FY07 Agreement: R-302277-1 \$ 152,000
First Amendment: \$ 366,740
Agreement Total: \$ 518,740

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT.	<i>[Signature]</i>	2/25/08	8	DEPUTY CHIEF	<i>[Signature]</i>	3/24/08
2	E.O.C.	<i>[Signature]</i>	3/10/08	9	C.O.O.	- Not required -	
3	E.A.S.	<i>[Signature]</i>	3/13/08	10	CITY ATTORNEY	<i>[Signature]</i>	3-27-08
4	LIAISON OFFICE	<i>[Signature]</i>	3/18/08	11	ORIG. DEPT.	<i>[Signature]</i>	4/11/08
5	F.M.	<i>[Signature]</i>	3/13/08	DOCKET COORD: _____ COUNCIL LIAISON <i>[Signature]</i> 3/13/08			
6	AUDITOR	<i>[Signature]</i>	3/20/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: _____ COUNCIL DATE: 4/15/08			
7	CHIEF AOC. OFFICER						

11. PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorize the Mayor, or designee, to exercise the First Amendment (Option Year 1) to the Agreement with Katz and Associates for consulting services for the *Think Blue* residential education and outreach campaign in an amount not to exceed \$366,740, for a total amount under this Agreement not to exceed \$518,740.
2. Authorize the Auditor and Comptroller to appropriate and expend an amount for the First Amendment not to exceed \$366,740 from the General Fund (#100), General Services, Storm Water Pollution Prevention Division (#533) to provide funds for the First Amendment to the Agreement with Katz and Associates to conduct educational outreach services for the Think Blue Education and Outreach campaign.

11A. Staff recommendations: Adopt the resolutions

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): All

ENVIRONMENTAL IMPACT: This activity is not a "project" and therefore this item is exempt from CEQA pursuant to State CEQA guidelines, section 15060(c) (3).

ATTACHMENTS: (A) Copy of 02/23/07 Resolution R-302277-1 – Initial agreement with Katz and Associates

(B) Katz and Associates Fiscal Year 2008-09 Scope of Work (Exhibit A)

CITY CLERK INSTRUCTIONS: Please forward two (4) originals and two (2) copies of the agreement, along with two (2) copies of the resolutions for Katz and Associates to General Services/Storm Water Pollution Prevention Division, Attention: Jennifer Nichols Kearns, MS 27A.

000781

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: 2/13/08

REPORT NO:

ATTENTION: Scott Peters-President, San Diego City Council

ORIGINATING DEPARTMENT: General Services, Storm Water Pollution Prevention Division

SUBJECT: First Amendment to Agreement with Katz and Associates
Not-To-Exceed \$366,740

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Drew Kleis, (619) 525-8623, MS 27-A

REQUESTED ACTION:

The Storm Water Pollution Prevention Division requests Council authorization to execute the First Amendment (Year 1 option) of the FY07 contract with Katz and Associates for an amount not to exceed \$366,740 to conduct educational outreach services for the Think Blue Education and Outreach campaign.

STAFF RECOMMENDATION: Recommend City Council adopt the resolutions.

EXECUTIVE SUMMARY: In Fiscal Year 2007, the Storm Water Pollution Prevention Division initiated an extensive education and outreach campaign in an effort to meet the requirements of three parallel actions by the Regional Water Quality Control Board (RWQCB): adoption of an updated Municipal Storm Water Permit; two pending Total Maximum Daily Load (TMDL) orders, both in Chollas Creek (dissolved metals) and city-wide (bacteria); and water quality improvements to the Areas of Special Biological Significance (ASBS) in La Jolla. In an effort to meet the terms of the various mandated education and outreach measures in the various RWQCB actions against the City, the "Think Blue" campaign began implementing a holistic, multi-faceted approach to achieve improved awareness and long-term sustained and measurable behavior change in target audiences including residents, commercial businesses, industry, mobile businesses, development and construction industry and school-aged children.

In November 2006, the City advertised for outreach consultants via an RFP process according to AR 26.70. Katz and Associates was one of two firms selected as qualified. In Fiscal Year 2007, the City entered into an agreement for \$152,000, with two, one-year options to renew with Katz and Associates (R-302277-1) to assist the Storm Water Pollution Prevention Division with education and outreach to the above targeted areas and audiences. The FY 2007 work was provided and completed at a cost of \$152,000. This First Amendment to the Agreement would allow the Division to exercise the option to renew the contract and receive \$366,740 in additional outreach consulting services in Fiscal Year 2008, such that the total is an amount not to exceed \$518,740.

Continued consulting services in FY 2008 will include, but are not limited to, TMDL communication in Chollas Creek, assistance with the CBSM pilot studies in La Jolla and Clairemont communities, public education and outreach regarding the construction of a porous pavement parking lot in Kellogg Park (La Jolla) and construction of a Green Street project in Clairemont. Additional Services in this First Amendment will include notification and

communication to residents, businesses, industry, mobile businesses and hard to reach audiences of new and existing minimum Best Management Practices, communication of infrastructure and/or service delivery changes to residents and businesses throughout the City with an emphasis on the San Diego Bay/Chollas Creek TMDLs and assistance on up to three Community-Based Social Marketing (CBSM) pilot projects.

This First Amendment to the Agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

To support its Equal Opportunity Contracting commitment, the City has established voluntary participation levels. The goals for this contract are 20% Voluntary Subcontractor Participation Goal, 15% Voluntary Subconsultant Participation Goal. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE) level. Attainment of the participation level goal is strongly encouraged, but strictly voluntary.

Prior to award, a workforce report or an Equal Opportunity (EEO) Plan will be submitted to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval. *Staff will monitor the plan and adherence to the Nondiscrimination Ordinance.*

FISCAL CONSIDERATIONS: This action would authorize the appropriation and expenditure of funds in the amount not to exceed \$366,740 from the General Services Department, Storm Water Pollution Prevention Division Fiscal Year 2008 Operating Fund (#100) for the purposes of performing education and outreach professional activities. The total value of the original agreement (\$152,000) and First Amendment (\$336,740) would be \$518,740.

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION: On February 23, 2007, the City of San Diego Resolution R-302277-1 authorizing Katz and Associates to conduct education and outreach services on behalf of the City's Storm Water Pollution Prevention Division.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Consultant services will continue to augment and implement the City's education and outreach efforts of the *Think Blue* program, whose goal is to change the polluting behaviors of residents, business and industry across the region to comply with the Total Maximum Daily Load regulations from the Regional Water Quality Control Board.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders include San Diego residents, businesses, and industry Citywide. Projected Impacts: None anticipated with this action.



Mario X. Sierra, Director
General Services Department



David Jarrell,
Deputy Chief of Public Works

000783

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

AC 2800650

DEPT. NO.: 533

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE

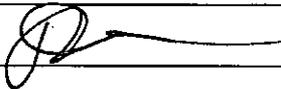
CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$366,740.00

Vendor: Katz and Associates

Purpose: Authorize A/C to appropriate and expend amount for the first amendment not to exceed \$366,740 from dept 533 to provide funds for the first amendment to the agreement with Katz and Associates to conduct educational outreach services for the Think Blue Education and Outreach campaign.

Date: March 20, 2008 By: Jessica Olson 

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	100	533	2100	4151	007815				\$366,740.00
TOTAL										\$366,740.00

FUND OVERRIDE

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE CITY OF SAN DIEGO AUTHORIZING AN AMENDMENT TO THE CONSULTING AGREEMENT WITH KATZ & ASSOCIATES FOR THE *THINK BLUE* EDUCATION AND OUTREACH PROGRAM AND EXPENDING FUNDS FOR THE AMENDMENT.

WHEREAS, to comply with the requirements of the storm water permit issued by the San Diego Regional Water Quality Control Board, the City began education and outreach campaigns, known as the *Think Blue* Program; and

WHEREAS, Katz & Associates was hired by the City per Resolution Number R-302277, passed on January 17, 2007, to provide consulting services for the *Think Blue* Program; and

WHEREAS, the City would like to continue such consulting services and exercise a one-year option to renew the services of Katz & Associates, NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, an amendment to the agreement for consulting services with Katz & Associates in connection with the *Think Blue* Education and Outreach Program, under the terms and conditions set forth in the First Amendment, on file in the office of the City Clerk as Document No. RR-_____.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$366,740 from General Fund No. 100, General Services, Storm Water Pollution Prevention Division Dept. 533, is authorized, solely and exclusively to provide funds for the above First Amendment.

BE IT FURTHER RESOLVED, that the above activity is not a project and therefore is not subject to the California Environmental Quality Act pursuant to CEQA Guidelines section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Frederick M. Ortlieb
Frederick M. Ortlieb
Deputy City Attorney

FMO:mb
03/27/08
Aud.Cert:2800650
Or.Dept:GenSvc
R-2008-825

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of _____.

ELIZABETH S. MALAND, City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement for Consulting Services dated January 10, 2008, is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Katz & Associates [or "Consultant"].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. R-302277-1 to provide consulting services for "Think Blue" Outreach and Education campaign.

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the First Amendment Scope of Services [Exhibit B], for additional compensation in an amount not to exceed \$366,740, with total compensation for all services provided under the Agreement not to exceed \$518,740.

C. Consultant desires to provide the services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD: Section 1.1.1 "The Consultant shall perform Additional Professional Services as set forth in the written First Amendment Scope of Services [Exhibit B] at the direction of the City on time and materials as directed by City not to exceed budgets shown therein and per the Scope of Work compensation [Exhibit B]."

2. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed \$366,740. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as

Additional Services. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Agreement. The Total Compensation to Consultant for the Agreement including this First Amendment to Agreement shall not exceed \$518,740."

3. Article VIII is amended to read as follows:

ADD: "8.20 San Diego's Strong Mayor Form of Governance. All references to 'City Manager' in this Agreement and all subsequent amendments thereto shall be deemed to refer to 'Mayor.' This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter."

4. The following attachments are incorporated herein by reference as follows:

Exhibits B (Scope of Services).

5. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Agreement Between the City of San Diego and Katz & Associates for Consulting Services] is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. R-302277-1, authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO

Mayor or Designee

By: _____

Date: _____

Katz & Associates

By: Sara M Katz

Name: Sara M. Katz

Title: President

Date: 2 / 14 / 08

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 2008.

MICHAEL AGUIRRE, City Attorney

By: _____

Fritz Ortlieb
Deputy City Attorney



*Public Affairs
Community Relations
Issues Management*

Katz & Associates, Inc.
4250 Executive Square, Suite 670
La Jolla, CA 92037-1477
(858) 452-0031
(858) 552-8437 fax
www.katzandassociates.com

**Katz & Associates, Inc.
Scope of Work**

Katz & Associates, Inc., will support the City of San Diego Storm Water Pollution Prevention Division in public outreach programs and activities to assist the City in implementing education and public participation goals outlined in the 2007 NPDES Municipal Storm Water Permit, Order NO. R9-2007-0001. This support will include Katz & Associates providing a full-time on-site staff person to assist the City with outreach and regulatory compliance.

Task 1 TMDL Communication/Chollas Creek TMDLs Master Plan Bacteria & Metals

The new NPDES permit requires outreach regarding specific TMDLs for each watershed. Katz & Associates will develop key messages on TMDLs that will be used for communicating with the public. We will research, develop and create the copy for six two-page fact sheets on TMDLs that will be tailored to different audiences and address residential activities contributing to bacteria and metals contributions to urban runoff. The City's graphic and print services will handle the layout and production. We will identify three community events, and coordinate and participate in the events with Think Blue information. We will provide information on these activities as needed for storm water administrative reporting. We will develop a PowerPoint presentation regarding TMDLs, and plan and deliver presentations at up to five speaking engagements on this topic. We will assist the City staff with regulatory compliance communication and report writing as needed.

Task 2 CBSM Residential Pilot Study - La Jolla No. 1 (Mission Bay/La Jolla Watershed)

Katz & Associates will assist with the implementation of the Community Based Social Marketing process to achieve a sustainable reduction in behaviors that cause storm water pollution. We will assist City staff and other members of the CBSM team with developing research tools and implementing the CBSM program based on research findings for targeted behavior change into the La Jolla pilot study area. We will develop an outreach intervention based on the research findings and implement it with residences in La Jolla Shores area. The outreach intervention will be indicated by the research findings, but could include the development and distribution of informational materials, participation in community events, one-on-one contact with community/neighborhood leaders and disseminating information through the media and community organizations. Based on the results of this intervention, we will modify the program as needed and implement it with residences in the Windansea control area. Following that activity, we will modify the intervention program as needed and implement it in other areas of the La Jolla watershed. This researched based outreach program will then be available for implementation in other watersheds throughout the City as a low cost "turn-key" program that has proven results.

Task 3 Low Impact Development (LID) project in Kellogg Park and ASBS Low Flow Diversion Structures

Kellogg Park is a popular beach-front community park heavily used year-round by local residents and visitors. It contains picnic and lawn areas and has a large parking lot to accommodate park visitors and beach-goers. The parking lot is also used as a staging area for surfers and SCUBA diving and sea kayak classes. The park and beach are in the direct view of several homes, multi-family complexes, office buildings and hotels. Any construction in Kellogg Park will have a negative visual impact. In addition, patrons of the park and parking lot, especially those with vehicles, will be inconvenienced by less parking spaces, construction work and materials and potential detours. To address the LID construction impacts, a community outreach plan must be implemented to inform park stakeholders of what is being done at the park and why.

Katz & Associates will identify participants, organize and conduct two community meetings with community members and representatives of groups regarding the Green Parking Lot project design for Kellogg Park. We will collaborate with other city consultants and city street sweeping personnel to plan and produce project information materials such as fact sheets and produce PowerPoint presentations for the community meetings. The project materials will also address increased street sweeping activities in the area. Katz & Associates will develop and distribute notices for the meetings and develop print ads.

The construction of ASBS Low Flow Diversion Structures and above-ground utility boxes will generate resident and community interest. The boxes will have a beneficial environmental effect, but because of their significant size and appearance when completed, could generate a negative reaction. We will collaborate with other city consultants, plan and facilitate up to three community workshops focused on the ASBS Low Flow Diversion Structures. We will develop and implement communication strategies, such as notifications and materials to inform the residents in the watershed about the ASBS Low Flow Diversion Structures and the public art projects at the new utility boxes associated with the structures.

Task 4 Low Impact Development (LID) project Mt. Abernathy (Tecolote Sub-basin of Mission Bay watershed)

The Mt. Abernathy Low Impact Development Green Street project will occur on a residential street in the Clairemont neighborhood. The work will involve substantial changes to the sidewalk structure and right of way area. Many residents have installed landscaping in the right of way, which will have to be removed. Traffic patterns, driveway access, on-street vehicle parking, construction noise and dust are all potential construction impacts to residents on the street.

Katz & Associates will develop and coordinate community outreach activities. We will identify participants, organize and conduct two community meetings with community members and groups regarding the Green Street project design in the Mt. Abernathy neighborhood. We will produce project information materials such as fact sheets and produce PowerPoint presentations for the community meetings. We will also develop copy for the City Web site. We will distribute and follow up on the materials distributed to residents in the vicinity of the Green

Street improvements. The project information materials will also address increased street sweeping activities in the Tecolote Sub-basin area. We will assist the City staff with regulatory compliance communication and report writing for this project.

Task 5 CBSM Residential Pilot Study - Mt. Abernathy (Tecolote Sub-basin of Mission Bay watershed)

The Mt. Abernathy neighborhood has been identified by the City of San Diego as an area to receive a CBSM approach to reducing storm water pollution. This neighborhood will also receive a Green Street Low Impact Development construction project. The drainage area for this neighborhood is the Tecolote Creek which drains into Mission Bay. This drainage area will have differentiating characteristics from those in the Kellogg Park area. In addition, the behaviors of the Mt. Abernathy residential population that contribute to the targeted pollutants in the storm drain conveyance system may be different from those in the La Jolla Shores area and require a different approach for reducing storm water pollution.

Katz & Associates will research and produce a community profile report, and identify community groups, organizations and stakeholders in the Mt. Abernathy area. We will provide input to the research conducted on the pilot and control areas for the CBSM residential intervention. We will develop an outreach intervention based on research findings and implement in the pilot area. The outreach intervention will be indicated by the research findings, but could include the development and distribution of informational materials, participation in community events, one-on-one contact with community/neighborhood leaders and disseminating information through the media and community organizations. Based on the results of this intervention, we will modify the program as needed and implement to residences in the Mt. Abernathy control area. Following that activity, we will modify the intervention program as needed and implement in two additional similar areas of the Tecolote Sub-basin of the Mission Bay watershed. This researched based outreach program will then be available for implementation in other watersheds throughout the City as a low cost "turn-key" program that has proven results.

Task 6 Research

Research is essential to the Think Blue program both as a measurement tool and a program refinement tool. Katz & Associates will provide assistance with the development of a questionnaire and methodology for the 2008 city-wide storm water telephone survey. We will also provide strategic counsel on other potential research projects to support the Storm Water Pollution Prevention public outreach program, including focus groups, intercept surveys, mail surveys and door to door surveys. We will work with the City's research consultants to develop and implement measurements and evaluation tools into all of the outreach programs.

Task 7 Watershed Low Impact Development (LID) Construction - New Residential

Construction projects in urban, developed areas, by their nature, create inconveniences to residents and businesses. These can include potential disruptions to traffic patterns, driveway access, vehicle parking, construction noise from equipment operations, dust, etc. Each community has distinguishing characteristics which have to be identified in order to address construction impacts as much as possible. Katz & Associates will develop a construction

relations plan for residents in the vicinity of a new Low Impact Development construction project in four watersheds. We will attend planning meetings with the design and construction contractors and the city staff to identify outreach needs for the construction activities. We will research information and create the content of fact sheets and other materials needed for the design phase of each LID project. The City's graphic and print services will handle the layout and production. We will plan community meetings, one on one meetings and/or workshops or presentations as needed to support the design phase of the LID projects.

Task 8 CBSM Residential Pilot Study in one new Low Impact Development (LID) construction area

Katz & Associates will research and produce a community profile report and identify community groups, organizations and stakeholders in the pilot study area. We will conduct a literature search and provide input to the CBSM research for residential intervention in the pilot and control area in one additional Low Impact Development (LID) area. We will develop an outreach intervention based on research findings and implement in the pilot area. The outreach intervention will be indicated by the research findings, but could include the development and distribution of informational materials, participation in community events, one-on-one contact with community/neighborhood leaders and disseminating information through the media and community organizations. Based on the results of this intervention, we will modify the program as needed so that this research based outreach program can be available for implementation in other neighborhoods with an LID project throughout the City.

Task 9 General residential outreach education activity in four watersheds

Katz & Associates will identify and implement one residential education outreach activity in each of four watersheds focusing on pollutants of concern and storm water pollution prevention measures. This includes developing informational materials, presentations and Web content, identifying target audiences and groups, participating in events and providing information to the media, as appropriate.

Task 10 Program Management

Katz & Associates will prepare for and attend nine planning/status meetings with storm water staff and consultant teams (budget assumes two hours for each meeting). We will participate as needed in project planning conference calls and other meetings with city staff. We will prepare project summaries and reports for the City.

City of San Diego Storm Water Pollution Prevention Program
Fiscal Year 2008

12/21/2007

TASK	Kristina Ray Vice-President \$185.00		Lesley Robin Account Executive \$135.00		Daniel James - Account Coordinator \$65.00		Total Labor		Expenses	Total Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Costs		
TMDL Communication / Chollas Creek TMDL's Master Plan Bacteria & Metals										
Develop key messages on TMDL's	12	\$ 2,220	8	\$ 1,080		\$ -	20	\$ 3,300		\$ 3,300
Develop 6 two-page fact sheets on TMDLs tailored to different audiences and addressing residential activities contributing to bacteria and metals contributions to urban runoff. Includes research and copy writing. City designer to handle layout and production.	12	\$ 2,220	72	\$ 9,720		\$ -	84	\$ 11,940		\$ 11,940
Identify and participate in 3 community events	1	\$ 185	26	\$ 3,510	24	\$ 1,560	51	\$ 5,255	\$ 500	\$ 5,755
Provide information on activities as needed for storm water administrative reporting	4	\$ 740	10	\$ 1,350		\$ -	14	\$ 2,090		\$ 2,090
Develop a PowerPoint presentation regarding TMDLs	2	\$ 370	10	\$ 1,350	4	\$ 260	16	\$ 1,980		\$ 1,980
Plan and deliver presentation at up to 5 speaking engagements regarding TMDLs		\$ -	10	\$ 1,350	8	\$ 520	18	\$ 1,870	\$ 150	\$ 2,020
Prepare evaluation report for TMDL outreach	8	\$ 1,480	12	\$ 1,620		\$ -	20	\$ 3,100		\$ 3,100
Subtotal:	39	\$ 7,215	148	\$ 19,980	36	\$ 2,340	223	\$ 29,535	\$ 650	\$ 30,185
CBSM Residential Pilot Study - La Jolla No. 1 (Mission Bay/La Jolla Watershed)										
Assist with implementing CBSM research	10	\$ 1,850	6	\$ 810		\$ -	16	\$ 2,660	\$ -	\$ 2,660
Develop outreach intervention based on research findings and implement in La Jolla Shores area. Modify program as needed and implement in Windansea area	60	\$ 11,100	180	\$ 24,300	300	\$ 19,500	540	\$ 54,900	\$ 10,000	\$ 64,900
Modify program as needed and implement in two additional similar areas of La Jolla watershed	20	\$ 3,700	60	\$ 8,100	100	\$ 6,500	180	\$ 18,300	\$ 4,000	\$ 22,300
Assist with preparation of evaluation report for project	10	\$ 1,850	6	\$ 810		\$ -	16	\$ 2,660		\$ 2,660
Subtotal:	100	\$ 18,500	252	\$ 34,020	400	\$ 26,000	752	\$ 78,520	\$ 14,000	\$ 92,520
LID project in Kellogg Park and ASBS Low Flow Diversion Structures										
Identify and meet with community members and groups regarding Green Parking lot project design - two	6	\$ 1,110	24	\$ 3,240	20	\$ 1,300	50	\$ 5,650	\$ 200	\$ 5,850
Produce project information materials and presentations for community meetings	4	\$ 740	16	\$ 2,160		\$ -	20	\$ 2,900	\$ 500	\$ 3,400

Staff included in this budget are for estimating purposes.
Other staff may be utilized, see rate sheet attached.

12/21/2007

000795

City of San Diego Storm Water Pollution Prevention Program
Fiscal Year 2008

12/21/2007

TASK	Kristina Ray Vice-President \$185.00		Lesley Robin Account Executive \$135.00		Daniel James Account Coordinator \$65.00		Total Labor		Expenses	Total Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Costs		
	Plan and facilitate up to three community workshops	18	\$ 3,330	36	\$ 4,860	36	\$ 2,340	90		
Develop and implement communication strategies for residents in the watershed about public art projects at new utility boxes	8	\$ 1,480	36	\$ 4,860	50	\$ 3,250	94	\$ 9,590	\$ 1,500	\$ 11,090
Subtotal:	36	\$ 6,660	112	\$ 15,120	106	\$ 6,890	254	\$ 28,670	\$ 2,950	\$ 31,620
LID project Mt. Abemathy (Tecolote Sub-basin of Mission Bay watershed)										
Identify and meet with community members and groups regarding Green Street project design - two meetings	6	\$ 1,110	12	\$ 1,620	10	\$ 650	28	\$ 3,380	\$ 60	\$ 3,440
Produce project information materials and presentations for community meetings	2	\$ 370	16	\$ 2,160	4	\$ 260	22	\$ 2,790	\$ 300	\$ 3,090
Plan and facilitate two community meetings	6	\$ 1,110	22	\$ 2,970	16	\$ 1,040	44	\$ 5,120	\$ 350	\$ 5,470
Distribute and follow up on materials distributed to residences in vicinity of Green Street improvements - approximately 100 homes	4	\$ 740	12	\$ 1,620	12	\$ 780	28	\$ 3,140	\$ 300	\$ 3,440
Subtotal:	18	\$ 3,330	62	\$ 8,370	42	\$ 2,730	122	\$ 14,430	\$ 1,010	\$ 15,440
CBSM Residential Pilot Study - Mt. Abemathy (Tecolote Sub-basin of Mission Bay watershed)										
Conduct literature search, provide community profile report, identify community groups, organizations and stakeholders, and provide input to pilot and control area residential research	20	\$ 3,700	38	\$ 5,130	16	\$ 1,040	74	\$ 9,870	\$ 60	\$ 9,930
Develop outreach intervention based on research findings and implement in Mt. Abemathy pilot area.	20	\$ 3,700	75	\$ 10,125	150	\$ 9,750	245	\$ 23,575	\$ 2,500	\$ 26,075
Modify program as needed and implement in control	15	\$ 2,775	60	\$ 8,100	120	\$ 7,800	195	\$ 18,675	\$ 1,000	\$ 19,675
Modify program as needed and implement in two additional similar areas of the Tecolote sub-basin of the Mission Bay watershed	15	\$ 2,775	80	\$ 10,800	200	\$ 13,000	295	\$ 26,575	\$ 1,500	\$ 28,075
Assist with preparation of evaluation report for project	10	\$ 1,850	6	\$ 810		\$ -	16	\$ 2,660		\$ 2,660
Subtotal:	80	\$ 14,800	259	\$ 34,965	486	\$ 31,590	825	\$ 81,355	\$ 5,060	\$ 86,415

000796

Staff included in this budget are for estimating purposes.
Other staff may be utilized, see rate sheet attached.

12/21/2007

City of San Diego Storm Water Pollution Prevention Program
Fiscal Year 2008

12/21/2007

TASK	Kristina Ray Vice-President \$185.00		Lesley Robin Account Executive \$135.00		Daniel James Account Coordinator \$65.00		Total Labor		Expenses	Total Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Costs		
Research										
Provide strategic counsel on 2008 city-wide storm water telephone survey	8	\$ 1,480	4	\$ 540		\$ -	12	\$ 2,020	\$ 20	\$ 2,040
Provide strategic counsel on other potential research projects to support public outreach program	6	\$ 1,110	6	\$ 810	6	\$ 390	18	\$ 2,310		\$ 2,310
Work with research consultants to develop and implement measurement/evaluation tools into all outreach programs.	24	\$ 4,440	12	\$ 1,620		\$ -	36	\$ 6,060	\$ 60	\$ 6,120
Subtotal:	38	\$ 7,030	22	\$ 2,970	6	\$ 390	66	\$ 10,390	\$ 80	\$ 10,470
Program Management										
Prepare for and attend 9 planning/status meetings with storm water staff and consultant teams - assumes 2 hour meetings	18	\$ 3,330	18	\$ 2,430		\$ -	36	\$ 5,760	\$ 300	\$ 6,060
Participate as needed in project planning conference calls and other meetings with city staff	18	\$ 3,330	18	\$ 2,430	18	\$ 1,170	54	\$ 6,930	\$ 300	\$ 7,230
Document results and prepare monthly activity reports and annual evaluation reports for outreach activities.	20	\$ 3,700	36	\$ 4,860	50	\$ 3,250	106	\$ 11,810	\$ 40	\$ 11,850
Subtotal:	56	\$ 10,360	72	\$ 9,720	68	\$ 4,420	196	\$ 24,500	\$ 640	\$ 25,140
Watershed LID Construction - New Residential										
Develop residential construction relations plan for one LID construction project in each of four additional watersheds	8	\$ 1,480	16	\$ 2,160	12	\$ 780	36	\$ 4,420	\$ 50	\$ 4,470
Attend planning meetings with design and construction contractors and city staff to identify outreach needs	24	\$ 4,440	24	\$ 3,240		\$ -	48	\$ 7,680	\$ 150	\$ 7,830
Create project fact sheets and other materials needed for the design phase of LID projects (Includes research and copy writing. City will handle layout and printing)	12	\$ 2,220	36	\$ 4,860	12	\$ 780	60	\$ 7,860	\$ 100	\$ 7,960
Plan community meetings, one on one meetings and/or workshops/presentations as needed to support design phase of LID projects	16	\$ 2,960	60	\$ 8,100	80	\$ 5,200	156	\$ 16,260	\$ 1,500	\$ 17,760
Subtotal:	60	\$ 11,100	136	\$ 18,360	104	\$ 6,760	300	\$ 36,220	\$ 1,800	\$ 38,020

Staff included in this budget are for estimating purposes.
Other staff may be utilized, see rate sheet attached.

12/21/2007

000797

City of San Diego Storm Water Pollution Prevention Program
Fiscal Year 2008

12/21/2007

TASK	Kristina Ray Vice-President \$185.00		Lesley Robin Account Executive \$135.00		Daniel Jaimes Account Coordinator \$65.00		Total Labor		Expenses	Total Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Costs		
	CBSM Residential Pilot Study in one new LID construction area									
Conduct literature search and provide input to pilot and control area residential research	15	\$ 60	15	\$ 240	6	\$ 390	36	\$ 690	\$ 60	\$ 750
Develop outreach intervention based on research findings and implement in pilot area	40	\$ 160	120	\$ 1,920	200	\$ 13,000	360	\$ 15,080	\$ 2,500	\$ 17,580
Subtotal:	55	\$ 220	135	\$ 2,160	206	\$ 13,390	396	\$ 15,770	\$ 2,560	\$ 18,330
General residential outreach education activity in four watersheds										
<i>Identify and implement one residential education outreach activity in each of four watersheds focusing on pollutants of concern and storm water pollution prevention measures</i>	20	\$ 3,700	60	\$ 8,100	80	\$ 5,200	160	\$ 17,000	\$ 1,600	\$ 18,600
Subtotal:	20	\$ 3,700	60	\$ 8,100	80	\$ 5,200	160	\$ 17,000	\$ 1,600	\$ 18,600
Total:	502	\$ 82,915	1,258	\$ 153,765	1,534	\$ 99,710	3,294	\$ 336,390	\$ 30,350	\$ 366,740

Staff included in this budget are for estimating purposes.
Other staff may be utilized, see rate sheet attached.

12/21/2007

862600

RESOLUTION NUMBER R- 302277DATE OF FINAL PASSAGE JAN 17 2007

WHEREAS, urban runoff originating within or flowing through the City of San Diego is regulated by San Diego Regional Water Quality Control Board Order No. 2001-01 [Municipal Storm Water Permit];

WHEREAS, the City of San Diego one of 18 jurisdictions jointly responsible for implementing the Municipal Storm Water Permit, including the requirement for educational activities;

WHEREAS, the City of San Diego has, since 1999, successfully conducted the "Think Blue" educational campaign as part of City's obligation to conduct the educational activities required by the Municipal Storm Water Permit;

WHEREAS, the production and distribution of public service announcements regarding the deleterious effects of urban runoff qualifies as an educational activity for the purposes of the Municipal Storm Water Permit;

WHEREAS, the City of San Diego issued and officially advertised a Request for Qualifications for Consulting Services, and Katz & Associates and Collaborative Services was selected by the interview panel to provide education and outreach consulting services on an as needed basis; NOW, THEREFORE;

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or designee, is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with two, one year options to renew, with Katz & Associates and Collaborative Services for outreach consulting services for the Think Blue education and outreach campaign

under the terms and conditions set forth in the Agreement with Katz & Associates on file in the office of the City Clerk as Document No. RR 302277-1 for outreach consulting services.

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or designee, is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with two, one year options to renew, with Katz & Associates and Collaborative Services for outreach consulting services for the Think Blue education and outreach campaign under the terms and conditions set forth in the Agreement with Collaborative Services on file in the office of the City Clerk as Document No. RR 302277-2 for outreach consulting services.

BE IT FURTHER RESOLVED, that the Mayor, or designee, is hereby authorized to enter into a contract with Katz & Associates with two, one year options to renew in an amount not to exceed \$152,000.

BE IT FURTHER RESOLVED, that the Mayor, or designee, is hereby authorized to enter into a contract with Collaborative Services with two, one year options to renew in an amount not to exceed \$68,000.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to expend an amount not to exceed \$220,000 from the Metropolitan Wastewater Department, Storm Water Pollution Prevention Program, General Fund 100 to provide funds for the contracts with Katz & Associates and Collaborative Services to conduct educational outreach services citywide for the Think Blue Education and Outreach Campaign.

BE IT FURTHER RESOLVED, that the Council of the City of San Diego finds that this activity is not a project and is therefore not subject to from the California Environmental Quality Act [CEQA] pursuant to State CEQA Guidelines Section 15060(c)(2).

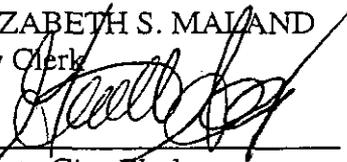
APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 

Timothy J. Miller
Deputy City Attorney

TMJ:js
11/21/2006
01/03/07 REV. COPY
02/02/07 REV. COPY
Or. Dept: MWWD
AC 2700399/2700400
R-2007-625

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JAN 9 2007.

ELIZABETH S. MALAND
City Clerk
By 

Deputy City Clerk

Approved: 2.14.07

(date)



JERRY SANDERS, Mayor

Vetoed: _____

(date)

JERRY SANDERS, Mayor

R-302277

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND KATZ AND ASSOCIATES, INC.
FOR CONSULTING SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Katz & Associates, Inc. [Consultant] for the Consultant to provide Professional Services to the City for Message Strategy and Education Outreach Services [Project].

ARTICLE I

CONSULTING SERVICES

1.1 Scope of Services. The Consultant shall perform the Professional Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective until completion of the Scope of Services.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services is set forth in the Time Schedule [Exhibit B].

2.3 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Consultant.

2.4 Termination for Default/Bankruptcy. In the event (a) that Contractor shall default in the performance or fulfillment of any covenant or condition herein contained on its part to be performed or fulfilled and shall fail to cure such default within twenty (20) calendar days following the service on it of a written notice from City specifying the default or defaults complained of and the date by which Contractor's rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Contractor shall file a voluntary petition in bankruptcy, or (c) that Contractor shall be adjudicated a bankrupt, or (d) that Contractor shall make a general assignment for the benefit of creditors, then, and in either or any of said events, City may at its option without further notice or demand upon Contractor, immediately cancel and terminate this Agreement and terminate each, every and all of the rights

DOCUMENT NO. 2-302277-1

**FILED JAN 09 2007
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA**

of Contractor and of any and all persons claiming by or through Contractor under this Agreement.

2.5 Termination Rights Cumulative. The rights and remedies of City as set forth above are cumulative and shall not limit, waive or deny any of City's rights under any of the other provisions of this Agreement or otherwise deny to City any right or remedy at law or in equity which City may have or assert against Contractor under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of City, as set forth above, shall supplement or be in addition to or in aid of the other provisions of this Agreement and of any right or remedy at law or in equity which City may have against said Contractor.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a ~~lump sum~~ amount not to exceed \$152,000. The compensation for the Scope of Services shall not exceed \$152,000. The contract terms are for Fiscal Year 2007 with two, one-year options to renew.

Term: The term of this agreement

3.2 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule [Exhibit C]. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt. As a condition of final payment, Consultant agrees to execute a Consultant's Release in the form attached as Exhibit D.

3.3 Additional Services. The City may require that the Consultant perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule. The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.2.

3.4 Eighty Percent Notification. The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

3.5 Reimbursement for Travel. If this Agreement provides for the direct reimbursement of travel expenses, the Consultant agrees to develop and comply with policies and procedures for reimbursement of travel expenditures that are in accordance with the City's Administrative Regulations 45.10 and 90.30, "Employee Transportation Authorization" and "Out-of-Town Travel Procedure" attached hereto as Exhibit E. However, if required by the terms of State or Federal grants and/or loan funding, State or Federal regulations shall take precedence over the City's Administrative Regulations 45.10 and 90.30.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional public relations firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Records and Auditing

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises to review and audit the Consultant's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit, all Project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subconsultants. The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subconsultants.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in Exhibit F; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required in Exhibit F. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.4 Drug-Free Workplace. The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

4.5 Non-Discrimination Requirements.

4.5.1 Compliance with the City's Equal Opportunity Contracting Program. The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subconsultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants.

4.5.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

4.5.3 Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

ARTICLE V

INTELLECTUAL PROPERTY RIGHTS

5.1 Work For Hire. All original scripts, story boards, plans, reports, videotapes, film footage, custom equipment, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Contractor, including its employees, agents, talent, and independent sub-contractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City SWPPP media campaign, including but not limited to the design, plans, concept and script development, animation, video, audio, voice-overs, rough and final production and cuts, reports, software, documentation, or other related or informational materials.

5.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the SWPPP media campaign, including, but not limited to video programming, scripts, story boards, videotapes, and other material, recorded, stocked or submitted in final form, logos, animation or real characters, developed by the Contractor, including its employees, agents, talent and independent sub-contractors pursuant to this Agreement are the sole property of the City. The Contractor, including its employees, agents, talent, and independent sub-contractor(s), may not use any such Product mentioned in this article for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the SWPPP Director or designee.

5.3 Intellectual Property Rights Assignment Contractor, its employees, agents, talent, and independent sub-contractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the SWPPP media

campaign; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

5.4 Moral Rights Contractor, its employees, agents, talent, and independent sub-contractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the content of the SWPPP media campaign which Contractor, its employees, agents, talent, and independent sub-contractor(s), may now have or which may accrue to Contractor, its employees, agents, talent, and independent sub-contractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the content of the SWPPP media campaign and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Subcontracting In addition to the requirements of Paragraph 8.10, in the event that Contractor utilizes a sub-contractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Contractor and the subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any sub-contractor agreement for compliance with this provision.

5.6 Publication Contractor may not publish or reproduce any documents or Products listed in Exhibit A herein, for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the SWPPP Director or designee.

5.7 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is

threatened or made before Contractor receives payment under this contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

5.8 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 5, including but not limited to, attorney's fees.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. To the maximum extent allowed by law, with respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed involving this Project, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

6.2 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section 6.1.

ARTICLE VII

[RESERVED]

ARTICLE VIII

MISCELLANEOUS

8.1 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

8.2 Independent Contractors. The Consultant and any Subconsultants employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

8.3 Jurisdiction and Venue. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

8.4 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

8.5 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: City of San Diego Storm Water Pollution Prevention Division 1970 B Street, MS 27A, San Diego, CA 92102 and notice to the Consultant shall be addressed to: Katz & Associates, 4250 Executive Square, Suite 670, San Diego, CA 92037.

8.6 Product Endorsement. The Consultant shall conform to the City's Administration Regulation 95.65 concerning product endorsement which requires that any advertisement referring to the City as a user of a product or service will require the prior written approval of the City Manager.

8.7 Ownership of Documents. The City reserves full rights of ownership of all finished or unfinished documents, data, studies, surveys, reports and other material prepared by Consultant under this Agreement.

8.8 Integration/Amendments. This Agreement represents the entire understanding of the City and the 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 covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

8.9 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

8.10 Subcontracting No service covered by this Agreement shall be subcontracted without the prior written consent of City. To obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of the work to be performed by each subcontractor. Once this list has been approved, no changes to the list will be allowed except by prior written approval by City. Contractor shall be as fully responsible to City for the acts and omissions of sub-contractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by the Contractor.

8.11 Assignment. Contractor shall not assign, hypothecate, or transfer this Agreement or any interest therein without City's prior written consent. Any attempted assignment, hypothecation or transfer by Contractor without City's prior written approval shall constitute a default and be cause for immediate termination of this Agreement at the sole option of City. In

no event shall any contractual relation be created between any third party and the City as a result of any attempted assignment, hypothecation or transfer.

8.12 Errors and Omissions. Contractor will not be compensated for services incidental to changes required by Contractor's negligent acts or omissions in the performance of work or services contemplated by this Agreement.

8.13 Waiver of Breach. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect without respect to any other then existing or subsequent breach.

8.14 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

8.15 Attorney's Fees and Costs. The prevailing party to any dispute arising between the City and Contractor in connection with this agreement shall be entitled to reasonable attorney's fees and costs.

8.16 Conflict of Interest. Contractor is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

8.161 If, in performing the services set forth in this Agreement, Contractor makes, or participates in, a "governmental decision" as described in title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in ESD's conflict of interest code, Contractor shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing Contractor's relevant financial interests.

8.16.2 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that Contractor is subject to a conflict of interest code. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Contractor was subject to a conflict of interest code.

8.16.3 If the City requires Contractor to file a statement of economic interests as a result of the services performed, Contractor shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

8.16.4 Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

8.16.5 If Contractor violates any conflict of interest law or any of the provisions in this section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects Contractor to liability to the City for attorneys' fees and all damages sustained as a result of the violation

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego and by the Consultant, who represent by his or her signature that he/she is authorized to bind the respective party.

THE City OF SAN DIEGO

Dated: 2/22/07

By: [Signature]
W. Downs Prior
Principal Contract Specialist

I HEREBY CERTIFY that I can legally bind Katz & Associates and that I have read all of this Agreement this 6th day of December, 20 06.

By: [Signature]
Authorized Representative

SARA M. KATZ, PRESIDENT
Print Name and Title

Signature Page to Continue

RL- 302277-1

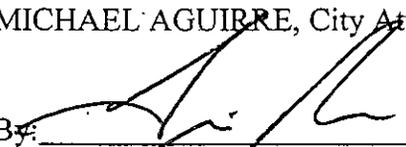
000812

COPY

I HEREBY APPROVE the form and legality of the foregoing Agreement this 23rd

day of FEBRUARY, 2007.

MICHAEL AGUIRRE, City Attorney

By: 

Timothy J. Miller
Deputy City Attorney

R.R. 302277-1

000813

EXHIBIT A
SCOPE OF SERVICES
SEE ATTACHED

"EXHIBIT A"



Marketing Communications
Public Affairs Consulting
Community Relations

Katz & Associates, Inc.
4250 Executive Square
Suite 670
San Diego, CA 92037-1477
Tel (858) 452-0031
Fax (858) 552-8437
Info@katzandassociates.com
www.katzandassociates.com

THINK BLUE
Chollas Creek Community and Resident Outreach
Scope of Work
February 2007 – January 2008

Katz & Associates will support the City of San Diego Storm Water Pollution Prevention team in implementing designated outreach tasks in the Chollas Creek Watershed area of San Diego.

The scope below summarizes implementation tasks and measurements projected from approximately February 1, 2007, through January 31, 2008, or 12 months from the approval of this document.

Tasks	Budget
<p>Messages</p> <ul style="list-style-type: none"> ▪ Develop messages based on Community Based Social Marketing principles. ▪ Develop messages and refine messages. ▪ Work with research consultant to test and refine outreach messages based on primary research conducted in the Chollas Creek Watershed. 	\$12,620
<p>Community Outreach</p> <ul style="list-style-type: none"> ▪ Develop, review and submit for approval an outreach plan discussing program strategies, tactics and evaluation. ▪ Coordinate involvement activities with community organizations and participate in up to 8 outreach events. ▪ Coordinate presentations to Chollas Creek community associations. ▪ Develop collateral materials to implement behavior change. ▪ Secure community leader endorsements and develop commitment materials. 	\$43,870
<p>Resident Outreach</p> <ul style="list-style-type: none"> ▪ Research, develop and maintain a commitment database. ▪ Research, draft, develop and distribute quarterly e-mail newsletters to stakeholders. ▪ Canvass Chollas Creek neighborhoods, in each of 4 pilot areas to share information about Think Blue objectives and purpose. ▪ Secure written commitments from community members to engage in desired behavior change. 	\$21,410

"EXHIBIT A"

Construction Relations <ul style="list-style-type: none">▪ Conduct as needed construction outreach services in the Chollas Creek watershed.	\$19,650
Research <ul style="list-style-type: none">▪ Conduct as needed research tasks.▪ Manage research consultant firms as needed.	\$20,330
Program Management <ul style="list-style-type: none">▪ Create and maintain monthly task tracking charts and schedule and participate in regular planning meetings.▪ Develop project evaluation criteria. Manage project budgets and timelines.	\$34,120
Total	\$152,000

000816

EXHIBIT B

SCHEDULE

Exhibit B is not applicable to this contract.

000817

EXHIBIT C
COMPENSATION AND FEE SCHEDULE
SEE ATTACHED

Katz & Associates, Inc.
 City of San Diego Storm Water Pollution Prevention Program
 Think Blue Program
 Estimated 12 Month Budget*

TASK No.	TASK	Robert Lydon \$195,000		Christine Ray \$200,000		Doreen Dill \$150,000		Cheryl Rios \$225,000		Robyn \$200,000		Jennifer Shivers \$285,000		Daniel James \$300,000		Total Budget		Other	Total
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
3.0	Research			16	\$2,960			2	\$250	8	\$1,120					26	\$4,330	\$16,000	\$20,330
	Contingency research budget for as needed research project(s)																		
3.0	Messages			12	\$2,220			2	\$250	8	\$1,120					22	\$3,590	\$200	\$3,790
	Work with research consultant to develop questionnaires/other research tools tailored to local community to test messages																		
	Develop draft messages	2	\$390	12	\$2,220	2	\$270	2	\$250	8	\$1,120					26	\$4,250	\$200	\$4,450
	Revise messages based on research	2	\$390	16	\$2,960	2	\$270			4	\$560					24	\$4,180	\$200	\$4,380
3.0	Community Outreach																		
	Develop, review and approve Outreach Plan	4	\$780	8	\$1,480	4	\$540	14	\$1,750	4	\$560	8	\$1,080	4	\$340	46	\$6,530	\$50	\$6,580
	Solicit, secure, engage community partners and advocates					2	\$270	6	\$750	10	\$1,400	8	\$1,080	20	\$1,700	46	\$5,200	\$50	\$5,250
	Coordinate, staff 8 community outreach events**					2	\$270	12	\$1,500	26	\$3,640	16	\$2,160	60	\$5,100	116	\$12,670	\$2,500	\$15,170
	Coordinate, present information about Think Blue at 8 community association meetings***							12	\$1,500	20	\$2,800	8	\$1,080	20	\$1,700	60	\$7,080	\$1,000	\$8,080
	Coordinate development of community commitment piece(s)*							16	\$2,000	16	\$2,240	20	\$2,700	10	\$850	62	\$7,790	\$1,000	\$8,790
4.0	Residential Outreach																		
	Develop commitment database							8	\$1,000	2	\$280	8	\$1,080	20	\$1,700	38	\$4,060		\$4,060
	Coordinate development of 4 e-mail newsletters							16	\$2,000	6	\$840	8	\$1,080			30	\$3,920		\$3,920
	Canvass Chollas Creek neighborhoods							20	\$2,500	4	\$560	20	\$2,700	40	\$3,400	84	\$9,160	\$200	\$9,360
	Develop, coordinate production, distribute commitment postcards*					2	\$270	10	\$1,250	6				30	\$2,550	48	\$4,070		\$4,070
5.0	Construction Outreach																		
	Conduct construction outreach as needed for projects	6	\$1,170	2	\$370	4	\$540	8	\$1,000	80	\$11,200			50	\$4,250	150	\$18,530	\$1,120	\$19,650
6.0	Evaluation																		
	Create and maintain monthly results tracking system							4	\$500	20	\$2,800	4	\$540	40	\$3,400	68	\$7,240	\$50	\$7,290
7.0	Program Management																		
	Coordinate, attend 16 planning/status meetings	2	\$390	8	\$1,480	4	\$540	32	\$4,000	36	\$5,040	6	\$810	24	\$2,040	112	\$14,300	\$750	\$15,050
	Coordinate activities with other city consultants							10	\$1,250	20	\$2,800					30	\$4,050	\$750	\$4,800
	Manage, update project timelines and budgets			4	\$740			16	\$2,000	24	\$3,360	4	\$540	4	\$340	52	\$6,980		\$6,980
	Total	16	\$3,120	88	\$14,430	22	\$2,970	190	\$23,750	302	\$41,440	101	\$14,850	222	\$27,370	1040	\$127,930	\$24,070	\$152,000

*This estimate assumes collateral pieces will be designed and printed with the City of San Diego Printing Services Department.
 **Multi-cultural outreach will coincide/occur in conjunction with outreach events/efforts
 *** Presentations may be given in Spanish

"EXHIBIT C"

000818

000819

**EXHIBIT D
CONSULTANT'S RELEASE**

The undersigned Consultant, pursuant to the terms of the Agreement for _____
(the Agreement) between the City of San Diego (City) and said Consultant, hereby releases the
City its officers, agents, and employees from any and all claims arising under or by virtue of the
Agreement or any duly approved modification or change thereto except for the following claims:
(Here list any claims against the City and the amount thereof. If none, so state.)

Whereas, under the terms of said Agreement, the Consultant has been paid \$ _____
as total compensation for all authorized work satisfactorily completed under the Agreement, and
if applicable, returned all City-owned property and materials in a like-condition as existed when
such property and material was placed in the custody of the Consultant.

IN WITNESS WHEREOF, this release is executed by the undersigned, dated this _____ day
of _____, 2_____.

(CORPORATE SEAL
AFFIXED HERE)

Consultant _____
By _____
Title _____

ATTEST:

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2_____, before the undersigned, a
Notary Public in and for said County and State, duly commissioned and sworn, personally
appeared _____, known to me to be an officer authorized to sign for the
Consultant named in the foregoing Release, and whose name is subscribed thereto, and
acknowledged to me that said Consultant executed the said Release.

Notary Public in and for said County and State

I HEREBY APPROVE the form of the foregoing Consultant's Release, this ___ day
of _____, 2_____

Michael J. Aguirre,
City Attorney

000820

EXHIBIT E

**Administrative Regulations 45.10 and 90.30, "Employee Transportation Authorization"
and "Out-of-Town Travel Procedure"**

Exhibit E is not applicable to this contract.

EXHIBIT F**INSURANCE REQUIREMENTS**

Types of Insurance. At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$1,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile [any auto].

Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers (LESLI list).

Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

Specific Provisions Required. Each policy required under Section 4.3 shall expressly provide, and an endorsement shall be submitted to the City, that:

The policy or policies providing coverage for Commercial General Liability and Commercial Auto Liability, if required by this Agreement, must be endorsed to

include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives. *Except* that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of Section 2782 of the California Civil Code apply, these endorsements shall not provide any duty of indemnity coverage for the active negligence of the City of San Diego and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City of San Diego and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of Section 2782 of the California Civil Code. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City of San Diego and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code Section 11580.04, the insurer's obligation to the City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code Section 11580.04.

The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

Before performing any Services, the Consultant shall provide the City with all Certificates of Insurance accompanied with all endorsements.

The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

The Consultant may obtain additional insurance not required by this Agreement.