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3/11



THE CITY OF SAN DIEGO  
MAYOR JERRY SANDERS

M E M O R A N D U M

DATE: March 6, 2008

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

FROM: Andrew Kleis, Acting Deputy Director, Storm Water Pollution Prevention Division  
via Mario X Sierra, Director, General Services Department  
*MS*

SUBJECT: Item No. 100 on March 11, 2008 City Council Meeting, First Amendment to Agreement with Collaborative Services Not-to-Exceed \$298,770

On February 27, 2008, the Natural Resources & Culture Committee (Committee) voted unanimously to forward the item titled, "First Amendment to Agreement with Collaborative Services Not-to-Exceed \$298,770" 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 overview of the Storm Water Pollution Prevention Division's (Division) education and outreach programs is provided below in order to contextualize the work under this agreement, followed by a summary of the work completed, and projected work to be done, by Collaborative Services.

On January 24, 2007, a new Municipal Permit was issued by the San Diego Regional Water Quality Control Board, which requires the implementation of public education and outreach as part of following Urban Runoff Management Programs (URMP):

- Jurisdictional URMP – The City must conduct City-wide education and outreach efforts to improve water quality by raising awareness in the following target audiences: municipal personnel, construction site owners and developers, industrial and commercial businesses, and residents/general public.
- Watershed URMPs – The Division must conduct two (2) watershed-specific education and outreach activities annually within each of the City's six watersheds to the previously mentioned target audiences. The Division is using these activities as pilot projects in an effort to determine the specific highest-polluting behaviors, the barriers that would cause the behaviors to cease, and to implement programs to promote desired behavioral changes.
- Regional URMP – The Division must conduct education and outreach activities to residents within San Diego County in conjunction with other jurisdictions in the region.

Collaborative Services 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 \$68,000.

Honorable Council President Scott Peters and Members of the City Council  
March 6, 2008

This Scope included:

Jurisdictional URMP – residential/general public outreach

- Trash and Bacteria outreach to boaters, RVers and tourists in Mission Bay in Summer 2007
- Began notification and public comment process for proposed new minimum business and residential Best Management Practices (BMPs)

Watershed URMP – business outreach

- Targeted business outreach using onsite surveys for the pilot project in La Jolla targeting trash and bacteria
- Initiated business outreach for the street sweeping pilot project to be conducted in the following communities: Greater North Park, Normal Heights, Kensington-Talmadge, City Heights, Logan Heights, Memorial, Claremont Mesa, Kearny Mesa, Linda Vista, La Jolla, University, Torrey Pines, and Torrey Hills.

The proposed First Amendment to the Agreement will allow Collaborative Services 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):

This proposed Scope includes:

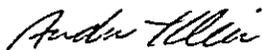
Jurisdictional URMP – residential/general public outreach

- Continue outreach and education campaign to boaters, RVers and tourists in Mission Bay from Memorial Day weekend through Labor Day weekend (Summer 2008)
- Develop and distribute minimum BMP Requirement Sheets to residents and businesses
- Initiate outreach to commercial businesses regarding new inspection requirements

Watershed URMP – business outreach

- Continue pilot project business outreach in La Jolla
- Continue street sweeping pilot project business outreach
- Business notification and outreach for pending low-impact development pilot projects
- Identify and conduct educational outreach program to restaurants within the Morena District

If you have any questions, please contact me at (619) 525-8623.

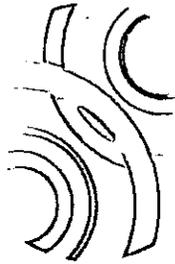


Drew Kleis  
Acting Deputy Director

DK/twg

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  
Tim Graham, Senior Public Information Officer, Storm Water Pollution Prevention



## Collaborative Services

### Collaborative Services for Think Blue

#### Collaborative Services for Think Blue

#### **1. Mission Bay Summer Outreach Campaign**

In response to the pollution-based closures of Mission Bay during the high tourist season in the Summer 2006, Collaborative Services designed and implemented a summer outreach campaign to prevent illegal dumping of waste materials. The campaign took place beginning the weekend of July 4th and ending Labor Day weekend, with outreach team members onsite for 27 days. Onsite direct contact for the outreach numbered more than 3,500 individuals, RVers, and boaters that received pollution prevention information.

The following tasks were completed and/or coordinated by Collaborative Services:

- Staffed greeter station for public education and interaction, located at Mission Bay East, Visitor's Center. The station included Think Blue pollution prevention materials, giveaways, water, banners and Think Blue volunteers and staff
- Provided direct outreach to all De Anza Boat launch users and RVs parked in the area between 7:00 am- 5:00pm during the 4th of July week for 10 consecutive days
- Distributed specialized postcards translated into English and Spanish tailored to the concerns of each target stakeholder group: RV users (1880 postcards distributed), boaters (881 postcards distributed, and general visitors (110 postcards distributed)
- Coordinated creation of 21 trash receptacle banner wraps and placement at 11 different locations throughout the Bay
- Coordinated Think Blue message stencils placed on trash receptacles at Fiesta Island
- Distributed approximately 200 RV postcards to Mission Bay RV Park, located at Mission Bay, for distribution to RV Park visitors
- Conducted public observations on 27 days and conducted 101 surveys of Mission Bay visitors during special events, weekends and weekdays between June 29 and September 26 at locations including Visitor's Center/De Anza Boat Launch, South Shores Boat Launch, Ski Beach Boat Launch, Dana Landing, Fiesta Island and Santa Clara Point
- Coordinated with City Staff and Alpha Project for Eel Grass Clean up at 4 locations throughout Mission Bay: Cudahy Creek Inlet, Visitors Center North and South, De Anza
- Provided onsite media interviews for boating outreach shown on local TV newscasts
- Identified and contacted 180 Mission Bay boating-related businesses and received offers of interest to distribute 3,544 boater postcards to their contacts and clients.

many worlds, many solutions

427 C Street, Suite 200

San Diego CA 92101

(T) 619.232.2112

(F) 619.232.2012

[www.collaborativeservices.biz](http://www.collaborativeservices.biz)

## **2. La Jolla Shores and Windansea Pilot Area Observation and Business Outreach**

Collaborative Services worked in two pilot areas created in La Jolla Shores and Windansea to observe and collect data regarding pollution behaviors among businesses, HOAs and tourists in these neighborhoods during 2007. After conducting business observations which identified 37 businesses and 13 HOAs in La Jolla Shores and 30 businesses in Windansea, the data was reviewed and an outreach strategy was formulated to conduct business surveys within the pilot area. Collaborative Services was the primary contact in coordinating the business surveys designed to identify storm water pollution behaviors that could be isolated and targeted for future behavior-change outreach.

The following tasks were completed and/or coordinated by Collaborative Services:

- Developed stakeholder databases for La Jolla Shores and Windansea pilot areas
- Conducted survey outreach to 30 individual businesses within La Jolla Shores pilot area
- Provided data from surveys to research firm to identify individual business practices that could result in storm water pollution; awareness of and access to storm water pollution prevention information; level of concern regarding storm water pollution prevention; willingness to participate in future efforts to prevent storm water pollution; and, adequacy of garbage and recycling pick ups.

**3. Street Sweeping: Chollas, Tecolote and La Jolla Shores:** Collaborative Services initiated outreach efforts in support of an increased street sweeping project in the Chollas, Tecolote and La Jolla Shores areas to reduce the potential for trash that winds up in gutters from becoming storm water pollution. Collaborative was initially charged with managing this project in an effort to inform businesses in these areas of the changes in street sweeping frequency to mitigate potential impacts to on street parking.

The following tasks were completed and/or coordinated by Collaborative Services:

- Identified business areas, individual businesses and community organizations to conduct street sweeping schedule change notification and outreach
- Developed outreach plan for this effort to mitigate business impacts

**4. Best Management Practices: Industry, Commercial and Business Outreach:** Collaborative Services was assigned the management and notification of businesses citywide regarding new storm water minimum Best Management Practices (BMPs) measures designed to prevent storm water pollution. Collaborative Services was tasked with setting up a number of public workshops to solicit public comments and address concerns regarding the new BMPs from the business community.

The following tasks were completed and/or coordinated by Collaborative Services:

- Coordinated with the Business Improvement District Council to develop stakeholder databases to target specific industries
- Initiated coordination of the two outreach workshops including site selection and public noticing for the business workshop, and distribution of mailing notice to 117 traditionally underserved business stakeholders for the workshop



(continued)

**2. La Jolla Shores and Windansea Pilot Area Observation and Business Outreach, (continued):**

- Evaluate expansion of this effort to the La Jolla Village community
- Continue identifying barriers, and initiate conducting focus groups and direct outreach for the behaviors that are targeted for change

**3. Street Sweeping: Chollas, Tecolote and La Jolla Shores:**

- Direct outreach to businesses at Commercial and 20th Street to light industrial and front-office businesses and community organizations during the design, approval and implementation stages of Chollas Street Sweeping Project
- Initiate direct outreach of merchants and community-based organizations along University Avenue during the design, approval and implementation stages of Chollas Street Sweeping Project

**4. Best Management Practices:**

- Support the BMP process by setting up 5 stakeholder meetings by commercial activity type: industrial, commercial, automotive, restaurant and mixed use
- Coordinate with business organizations regarding BMPs
- Receive, consider and incorporate input into the BMP final draft and final documents
- Prepare 10 Fact Sheets targeted to different commercial stakeholder types to inform and support behavior change consistent with the BMPs.

**5. Tecolote & Four Additional Watersheds:** San Dieguito, Tijuana River, San Diego River, & Los Penasquitos.

- Initiate outreach in the Tecolote sub-basin to approximately 1500 targeted businesses and business leadership
- Coordinate with Office of Small Business, developing stakeholder database and mapping targeted businesses and business activities related to storm water pollution prevention
- Expand commercial Low Impact Design and Development projects
- Publicize and participate in the Commercial Inspection Program
- Initiate Commercial educational outreach activities in each of the four watersheds
- Initiate outreach to traditionally under-served businesses through their organizations, special events and community leaders
- Assist in the creation and review of mandatory reports to be sent to monitoring agencies
- Provide GIS mapping or graphic design support in cases when these services are not available within existing city resources to meet various storm water permit deadlines
- Conduct new outreach efforts to businesses on Dalbergia Street regarding the Low Impact Design and Development Project

COMMITTEE ACTION SHEET

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COUNCIL DOCKET OF \_\_\_\_\_

Supplemental     Adoption     Consent     Unanimous Consent    Rules Committee Consultant Review

R -

O -

Agreement with Collaborative Services

Reviewed     Initiated    By NR&C    On 2/27/08    Item No. 5e

RECOMMENDATION TO:

Approve, and request that the Committee will see what work was completed by Collaborative Services for FY 2007 at a cost of \$68,000, when this item goes before Council.

VOTED YEA: Frye, Faulconer, Peters, Atkins

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

General Services Department's February 12, 2008, Summary Sheet

COUNCIL COMMITTEE CONSULTANT M. Frye

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO		1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY)
TO: CITY ATTORNEY	2. FROM (ORIGINATING DEPARTMENT): General Services Department, Storm Water Pollution Prevention Program	3. DATE: August 9, 2007

4. SUBJECT:  
First Amendment to the Agreement with Collaborative Services Not-to-Exceed \$298,770

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) Chris Zirkle, Deputy Director. (619) 525-8644, MS 27-A	6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) Deborah Castillo, Supv. PIO. (619) 525-8649, MS 27-A, Tim Graham, Sr. PIO. (619) 525-8532, MS 27A,	7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input type="checkbox"/>
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**8. COMPLETE FOR ACCOUNTING PURPOSES**

FUND	100 /				9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.	533 /				FY07 Agreement: R-302277-2 \$68,000
ORGANIZATION	2100 /				First Amendment: \$298,770
OBJECT ACCOUNT	4151 /				Agreement Total: \$366,770
JOB ORDER	7815 /				
C.I.P. NUMBER					
AMOUNT	\$298,770 /				

**10. ROUTING AND APPROVALS**

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT.	<i>[Signature]</i>	8/16/07	8	DEPUTY CHIEF	<i>[Signature]</i>	10-8-07
2	E.O.C.	<i>[Signature]</i>	8/24/07	9	C.O.O.	NOT REQUIRED	
3	E.A.S.	<i>[Signature]</i>	8/29/07	10	CITY ATTORNEY	<i>[Signature]</i>	10-9-07
4	LIAISON OFFICE	<i>[Signature]</i>	9/4/07	11	ORIG. DEPT.	<i>[Signature]</i>	1/17/08
5	F.M.	<i>[Signature]</i>	9/18/07	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON <i>[Signature]</i>			
6	AUDITOR	<i>[Signature]</i>	9/20/07	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> ADOPTION <input type="checkbox"/>			
7	CHIEF AQC. OFFICER	<i>[Signature]</i>	10/31/07	REFER TO: _____ COUNCIL DATE: 5/11/08			

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

1. Authorize the Mayor, or designee, to exercise the Year 1 option of the existing contract with Collaborative Services for outreach consulting services for the *Think Blue* education and outreach campaign in the amount not to exceed \$298,770.

2. Authorize the Auditor and Comptroller to expend in the amount not to exceed \$298,770 from the General Services, Storm Water Pollution Prevention Program (533) General Fund (#100) to provide funds for the contract with Collaborative Services 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 2/23/07 Resolution R-302277-2 – Initial agreement with Collaborative Services  
(B) Collaborative Services Fiscal Year 2008 Scope of Work for education and outreach services.

CITY CLERK INSTRUCTIONS: Please forward two (2) originals and two (2) copies of the agreement, along with two (2) copies of the resolutions for Collaborative Services to General Services/Storm Water Pollution Prevention Program, Attention: Tim Graham, MS 27A.

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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 the Agreement with Collaborative Services Not-to-Exceed \$298,770

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 Collaborative Services for an amount not to exceed \$298,770 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. Collaborative Services was one of two firms selected as qualified. In Fiscal Year 2007, the City entered into an agreement for \$68,000, with two one-year options to renew with Collaborative Services (R-302277-2) 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 \$68,000. This First Amendment to the Agreement will allow the Division to exercise the option to renew the contract and receive \$298,770 in additional outreach consulting services in Fiscal Year 2008 for a total amount not to exceed \$366,770.

Continued consulting services in FY 2008 will include, but are not limited to, educational materials development for a commercial inspection program, business surveys, and outreach in the Mission Bay/La Jolla watersheds. 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 \$298,770 from the General Services Department, Storm Water Pollution Prevention Division Operating Fund (#100) for the purposes of performing education and outreach professional activities. The total value of the original Agreement (\$68,000) and this First Amendment (\$298,770) would be \$366,770.

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION: On February 23, 2007 the City of San Diego Resolution R-302277-2 authorizing Collaborative Services 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

000103

The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800220

ORIGINATING

DEPT. NO.: 050

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: \$298,770.00

Vendor: Collaborative Services

Purpose: Authorizing Option year 1 of existing agreement with collaborative services not-to-exceed value of \$298,770. Services to conduct educational outreach services for the Think Blue Education and Outreach campaign.

Date: September 19, 2007

By: Jessica Olson

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	100	533	2100	4151	007815				298,770.00
TOTAL										\$298,770.00

FUND OVERRIDE

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE CITY OF SAN DIEGO AUTHORIZING EXERCISE OF A ONE-YEAR OPTION FOR EDUCATION AND OUTREACH SERVICES IN CONNECTION WITH THE *THINK BLUE* CAMPAIGN AND AUTHORIZING THE EXPENDITURE FOR SUCH SERVICES.

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor or his designee is authorized to exercise the Year 1 option of the agreement with Collaborative Services for education and outreach consulting services for the *Think Blue* campaign, under the terms and conditions set forth in the First Amendment to Agreement, on file in the office of the City Clerk as Document No. RR-\_\_\_\_\_.
2. That the expenditure of an amount not to exceed \$298,770 from the General Services, Storm Water Pollution Prevention Program (533) General Fund (Fund 100) is authorized, solely and exclusively to provide funds for the above amendment for the *Think Blue* Education and Outreach campaign.
3. That the above activity is not a "project" and therefore is exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By   
 Frederick M. Ortlieb  
 Deputy City Attorney

FMO:mb  
 01/29/08  
 Aud.Cert:2800220  
 Or.Dept:Gen.Svc.  
 R-2008-631

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 December 27, 2007, is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Collaborative Services [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-302277-2 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 A], for additional compensation in an amount not to exceed \$230,770, with total compensation for all services provided under the Agreement not to exceed \$298,770.

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 A] at the direction of the City on time and materials basis as directed by the City not to exceed budgets shown therein and per the Compensation and Fee Schedule [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 \$230,770, as set forth in the Compensation and Fee Schedule [Exhibit B]. 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, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this First Amendment to Agreement shall not exceed \$230,770.”

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 A (Scope of Services) and Exhibit B (Compensation and Fee Schedule).

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 Collaborative Services 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-302277-2, authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

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

[\*CONSULTANT'S NAME\*]

By: Cathy Smith  
Name: Catherine T. Smith  
Title: President  
Date: Jan 24 2008

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

000111

**ATTACHMENT A**

**Copy of 2/23/07 Resolution R-302277-2 – Initial Agreement with  
Collaborative Services**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND COLLABORATIVE SERVICES  
FOR CONSULTING SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Collaborative Services [Consultant] for the Consultant to provide Professional Services to the City for Polling, Message Strategy and 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. R-302277-2

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 \$68,000. The compensation for the Scope of Services shall not exceed \$68,000. The contract terms are for Fiscal Year 2007 with two, one-year options to renew.

**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 Article F 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: Collaborative Services, 427 C Street, Suite 200, San Diego, CA 92101.

**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.

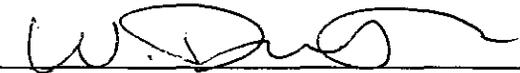
8.16.4 Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with 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:   
W. Downs Prior  
Principal Contract Specialist

I HEREBY CERTIFY that I can legally bind Collaborative Services and that I have read all of this Agreement this 14<sup>TH</sup> day of December, 2006.

By:   
Authorized Representative

Catherine Smith, President  
Print Name and Title

*Signature Page to Continue*

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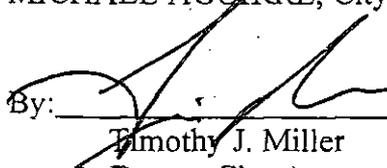
COPY

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- 302277-2

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**EXHIBIT A**

**SCOPE OF SERVICES**

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# THINK BLUE

YOU'RE THE SOLUTION TO STORM DRAIN POLLUTION

## **Chollas Creek -**

### **Business Outreach CBSM Strategy**

#### **Background:**

The San Diego Regional Water Quality Control Board has issued an updated municipal storm water permit for the City of San Diego, 17 other municipal governments and three regional entities. The co-permittees all share responsibility for reaching the water quality objectives and regulatory compliance measures outlined in the Municipal Permit.

This Municipal Permit requires us to work together as a region and on a sub-regional/watershed basis in addressing water pollution issues for our rivers, creeks, reservoirs, bays and beaches. We must abate pollutant levels using both structural best management practices (BMPs) and non structural BMPs. The shared elements of the education/outreach components for the municipal Permit requires we not only increase awareness of the issue and the related behaviors, but created sustained and quantifiable behavior change in the targeted audiences (residential, commercial, industrial, development and schools).

This scope relates to the education and outreach for businesses, business districts and individual merchants in the Chollas Creek subwatershed area and potentially in the La Jolla Shores Area of Specific Biologic Concern. Through an open, competitive process this consultant team, Collaborative Services, was selected as the most qualified firm to implement the business outreach and education component of this program. Their services fall into three categories:

- 1) to coordinate with the survey/polling/research firm as well as with the consultant selected to conduct residential outreach and construction outreach
- 2) conduct direct business outreach and coordinate with departments within the city who support small businesses and
- 3) facilitate public meetings regarding projects, improvements and outreach for Chollas Creek. Each of these is described in more detail in what follows.



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## Service Description and Budget

### 1. Research & Input on Program Design

**\$10,000**

Consultant will work with the research team to identify key questions, interpret feedback and incorporate information regarding barriers and solutions into the design of an tailored outreach program for the businesses within the Chollas Creek watershed area. Integrate ideas with residential outreach and plan a schedule for periodic facilitated public meetings regarding improvement projects in the project area. Consultant will also conduct research to identify business stakeholders, business district representatives, trade associations and City, County and Regional support services that could be supportive of this outreach effort. Consultant will identify existing and needed resources including: existing commercial and trade publications, existing economic development programs and existing associations. The purpose of identifying these existing resources as well as defining new resources is to define the incentives, norms, prompts and commitments that could be made to fulfill the community based social marketing strategy.

#### Specific tasks will include:

- stakeholder/partner identification - business side
- communications audit - business side
- polling/survey/research coordination
- identifying business involvement opportunities and timeline
- identifying needs for collateral business materials - existing and to be developed
- identifying needs for graphic design support to simplify complex info

### 2. Commercial/Office/Merchant Outreach

**\$40,000**

Once the program research and design is completed, consultant will carry out the direct business outreach. This outreach will include direct outreach to individual businesses, coordination and presentations to business organizations such as area business improvement districts and community development corporations, placement of information in existing publications as well as the development of collateral materials needed to integrate information about economic development for small businesses with business responsibility and role in improving the environment and prevention pollution. This portion of the services will carry out the communications inherent in a community based social marketing program and will integrating communicating the norms, incentives and prompts to help businesses come into compliance with local goals for environmental improvements in the project area. Specific services will include:

- coordination with existing BIDs & CDCs and City Departments
- attendance at monthly BID/CDC meetings
- placements in existing publications/quarterly/monthly
- direct outreach to individual merchants
- translation of information into local, culturally specific languages

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3. Public Workshops and Project Management

18,000

To support the engineering and residential outreach, the consultant will be the neutral facilitator of community meetings about public improvement projects for the area. The consultant will help to design, publicize, facilitate, translate and document these meetings. Services could also include the preparation of collateral and presentation materials in graphic formats to communicate across a variety of language. Specific services will include:

- project management with client team and other dept PIOs
- design, preparation and facilitation of public workshops (assumes 2)
- documentation of public workshops
- translation of information before, during and after public workshops
- noticing and publicity of workshops

**Total :**

**\$ 68,000**

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**EXHIBIT B**

**SCHEDULE**

**Exhibit B is not applicable to this contract.**

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**EXHIBIT C**

**COMPENSATION AND FEE SCHEDULE**

000134

# THINK BLUE

YOU'RE THE SOLUTION TO STORM DRAIN POLLUTION

## Chollas Creek - Business Outreach CBSM Strategy

### Services and Budget

- 1. Research & Input on Program Design
  - stakeholder/partner identification - business side 10,000
  - communications audit - business side
  - polling/survey/research coordination
  - identifying business involvement opportunities and timeline
  - identifying needs for collateral business materials - existing and to be developed
  - identifying needs for graphic design support to simplify complex info
  
- 2. Commercial/Office/Merchant Outreach 40,000
  - coordination with existing BIDs & CDCs and City Departments
  - small business forum (tenants and property owners)
  - prepare presentation materials
  - preparing presenters and site
  - conduct
  - debrief
  - quarterly working group meetings
  - attendance at monthly BID/CDC meetings
  - placements in existing publications/quarterly/monthly
  - direct outreach
  
- 3. Public Workshops and Project Management 18,000
  - project management with client team and other dept PIOs
  - facilitation of public workshops (assumes 2)
  
- Total Range: \$ 68,000**

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## Collaborative Services

### Hourly Rates 11/8/06

#### Collaborative Services:

<u>Hourly Rates</u>	<u>FY 07</u>	<u>FY 08</u>
Principal	\$180	\$185
Senior Associate	\$150	\$160
Managing Associate	\$110	\$115
Associate	\$ 90	\$ 95
Project Assistant	\$ 70	\$ 75
Business Manager	\$100	\$100
Administrative Assistant	\$ 50	\$ 55

#### Warner Architecture + Design:

##### Hourly Rates

Principal	\$180	\$185
Senior Designer	\$150	\$160
Designer	\$110	\$115
Design/Drafter	\$ 80	\$ 85
Project Assistant	\$ 70	\$ 75
Administrative Assistant	\$ 50	\$ 55

\* All rates are subject to change based on changes to staffing and scope.

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**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

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**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.

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**ATTACHMENT B**

**Collaborative Services Fiscal Year 2008 Scope of Work for  
education and outreach services**

**City of San Diego - Think Blue**, revised 1.22.08  
 Draft Scope Detail - Fiscal Year 08, page 1

The following provides a summary of the services and fees, first by watershed and then by staffing. On the next two pages, the detail of services, more detailed information regarding staffing hours by watershed and the related subtotal budgets are provide

<b>1. Summary of Estimated Services and Fees by Watershed</b>	
A. San Diego Bay/Chollas Creek: POC(s) - Metals/auto; Bacteria/restaurants	40,625
B. Mission Bay/La Jolla Watershed - POC(s) - Bacteria/restaurants, day users, animals, hotel guests; Landscaping; Metals/auto related; sewage/day users, RVs, boaters	90,005
C. Commercial Inspection Program	14,920
D. Watersheds: San Dieguito/Chollas, Mission Bay/La Jolla, San Dieguito, Tijuana River, San Diego River, Los Pensasquitos	50,635
E. Other: Event management, support to create and quality check mandatory reports to monitoring agencies, coordination with city and consultant teams, GIS mapping services	97,415
<b>subtotal services:</b>	293,600
anticipated reimbursables: mileage, internal printing, event expenses. Budget does not currently include costs for advertisements, postage, bulk mail, final printing or production.	5170
<b>total</b>	<b>298,770</b>

<b>2. Summary of Hours by staff role</b>	Task number	Admin Hr	Proj Asst/DDI hr	Assoc/DD2 Hr	MA/AD Hrs	Snr Assoc	Principal shours	total hours	subtotal
			58	810	907	1599	20	256	2650

City of San Diego - Think Blue, revised 1.122.08  
 Draft Scope Detail - Fiscal Year 08, page 2

description			Task Number	Admin Hrs	PA/DD1 hrs	CIA/DD2 hrs	MA /AD Hrs	Snr Assoc hrs	Principal hrs	Service subtotal
Location	Description	detail/assumptions			M. Yara M. Rhodes R. Carr	Vicki White J. Javedal	Emmanuel D. Lazo E. Rothman	M. Lira	C. Smith L. Wormal	
<b>A. San Diego Bay/Chollas Creek POC(s) - Metals/auto; Bacteria/restaurants</b>										
1. Chollas street sweeping	CD 8: Commercial & 20th - see #3 below	assumes 50 businesses - design, approvals, implementation of project = 16 months total, but 12 months in this scope	1.1	2	0	40	10	0	5	5,735
	CD 3 (University Avenue - CBSM overlapping with streetsweeping and drain inserts)	assumes 8 blocks with 100 business per side - design, approvals, implementation of project = 16 months total, but 12 months in this scope	1.2	2	20	80	80	0	15	20,385
2. Chollas - Dalbergia Street LID	ROW Construction	assumes 10 business for 6 months - design, approvals, implementation of project = 16 months total, but 12 months in this scope	2.1	2	0	30	10	0	5	4,835
	Business Outreach - Rain Barrels	assumes 10 businesses for 6 months	2.2	2	0	30	10	0	5	4,835
3. Chollas - Memorial Park LID	Park ball field construction	design phase only as construction anticipated in FY 09	3.1	2	0	30	10	0	5	4,835
	CBSM - mixed use encompassing the LID and street seeping pilot in #1 above	see University Avenue shown above	3.2	0	0	0	0	0	0	0
<b>total hours/service fee</b>				10	20	210	120	0	35	40,625
<b>B. Mission Bay/La Jolla Watershed POC(s) - Bacteria/restaurants; day users; animals; hotel guests; Landscaping; Metals/auto related; sewage/day users; RVs; boats</b>										
4. Tecolote sub-basin	Morena district - restaurant outreach	Assume ongoing development, implementation and improvements to program initiated in FY 07 for 12 month period including direct outreach to businesses, direct outreach to business district leadership, review and input on collateral material development and editorial assistance.	4.1	4	80	40	50	0	10	17,170
5. Mission Bay Park	RVers, Boaters, Hotels, Sewage, Trash, birds	Assume ongoing development, implementation and improvements to program initiated in FY 07 for 12 month period including: direct outreach, coordination with other consultant teams, press/media coordination during July, August and September of 2007 and maintenance of program and program evaluation October through February 2008 and start up again in March 2008 to prepare for Memorial Day kick off in 08. Assumes: 5 heavy outreach months and 7 moderate months.	5.1	8	180	180	180	0	40	57,340
6. La Jolla Shores/ Windansea (and possible expansion into adjacent Village)	CBSM Pilot - Business Outreach for Windansea, La Jolla Shores, and potential expansion into Village area	Assume ongoing development, implementation and improvements to program initiated in FY 07 for 12 month period including: direct outreach, coordination with other consultant teams, press/media coordination during July, August and September of 2007 and maintenance of program and program evaluation October through February 2008 and start up again in March 2008 to prepare for Memorial Day kick off in 08	6.1	4	125	0	20	0	20	15,495
<b>total hours/service fee</b>				16	385	220	250	0	70	90,005

City of San Diego - Think Blue, revised 1.22.08  
 Draft Scope Detail - Fiscal Year 08, page 3

Description			Task number	Admin Hr	PA/DDH	CIA/DD2 hr	MA/AD Hours	Snr Assoc	Principal hour	service subtotal
Location	Description	detail/assumptions								
<b>C. Commercial Inspection Program</b>										
7. Update Existing and Create new Facts Sheets and support materials for contractor use		Assumes 10 categories with specialized Fact Sheets - 2 sided, black and white. Production costs and distribution costs not included in this estimate. Provide design concept and review for the series. Includes outreach to a limited percentage of businesses as follow up to initial contact under the commercial inspection program.	7.1	4	40	40	40	0	20	14,920
<b>total hours/service fee</b>					40	40	40	0	20	14,920
<b>D. Watersheds</b>										
8. New Commercial LID construction	Preliminary work on new projects in San Dieguito/Chollas, Mission Bay/La Jolla, San Dieguito, Tijuana River, San Diego River, Los Pensasquitos and San Dieguito	Assume as needed staffing services for outreach, information, inter-agency coordination, event coordination and direct outreach s assigned by client to support work in all watershed areas.	8	4	75	25	25	0	20	14,545
9. Four Watersheds	San Dieguito, Pensaquitos, Tijuana, San Diego River - identify one commercial education outreach activity other than LID construction outreach to execute in each	Assume additional as-needed staffing services for outreach, information, inter-agency in various watersheds as directed by City's project team.	9	4	50	50	50	0	20	17,670
10. BMPs	Work to finalize the City-wide best management practices for businesses to prevent stormwater pollution prevention.	Assumes setting up stakeholder meetings in various locations of the city, coordinating with business organizations, describing how early input received was considered and incorporated into BMP final draft and final documents. Preparing and finalize 10 Fact Sheets targeted to different stakeholder types and commercial uses.	9	4	0	100	50	0	20	18,420
<b>total hours/service fee</b>					125	175	125	0	60	50,635

**City of San Diego - Think Blue**, revised 1.22.08  
 Draft Scope Detail - Fiscal Year 08, page 3

Description			Task number	Admin Hr	PA/DDH	CIA/DD2	MA/AD Hours	Snr Assoc	Principal hour	service subtotal
Location	Description	detail/assumptions			M. Ford M. Rhodes R. Cairn	Vicki White J. J. Costa	L. Entemime D. Lazo E. Rothman	M. Liso	C. Smith L. Warner	
<b>E. Other</b>										
	11. Event identification and staffing as needed projects and business outreach	Assumes research and identification of events to be able to target and reach businesses in untraditional ways. Categorize events based on: business type, community area, and cultural heritage, current point of contact, constituents served.	10	2	40	40	0	0	5	7,635
		Staffing at 3 events throughout the year as well as a business district outreach effort in 2 separate business areas up to 500 businesses	10	2	100	100	20	0	10	20,660
12. Mandatory reports and Coordination meetings with city leads and other consultants as needed.	Mandatory Reports	Client assistance with writing, editing and review of mandatory reports to monitoring agencies, copermittees and city.	11	4	50	50	20	20	20	17,570
	Messaging	Coordination with survey/research/messaging teams	12.1	4	50	60	12		12	12,910
	Team Coordination	Coordination with outreach teams- Katz/Collaborative/Coastkeeper/design teams	12.20	2	0	0	0	0	12	2,330
	Client Coordination	Coordination with client - as needed plus attendance at weekly all staff meeting for cross-information across watershed managers and intra-city departments such as Parks and Recreation, Engineering and Capital Projects, Code Compliance, Community Planning	12.3	2	0	12	12	0	12	4,730
13. GIS mapping and/or graphic design support for collaterals of all the above mentioned services, as directed and as needed by client to supplement available city		As-needed and directed by client, GIS mapping and graphic design support services in cases that GIS and/or to graphic design services not available within existing city resources for collateral materials used in outreach efforts.	13.1	6	100	100	50	0	50	31,580
<b>total hours/service fee</b>			<b>6</b>	<b>240</b>	<b>240</b>	<b>64</b>	<b>20</b>	<b>71</b>	<b>97,415</b>	

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**EXHIBIT A**  
**SCOPE OF WORK**

**City of San Diego - Think Blue**, revised 1.22.08  
 Draft Scope Detail - Fiscal Year 08, page 1

The following provides a summary of the services and fees, first by watershed and then by staffing. On the next two pages, the detail of services, more detailed information regarding staffing hours by watershed and the related subtotal budgets are provide

<b>1. Summary of Estimated Services and Fees by Watershed</b>	
A. San Diego Bay/Chollas Creek: POC(s) - Metals/auto; Bacteria/restaurants	40,625
B. Mission Bay/La Jolla Watershed - POC(s) - Bacteria/restaurants, day users, animals, hotel guests; Landscaping; Metals/auto related; sewage/day users, RVs, boaters	90,005
C. Commercial Inspection Program	14,920
D. Watersheds: San Dieguito/Chollas, Mission Bay/La Jolla, San Dieguito, Tijuana River, San Diego River, Los Pensasquitos	50,635
E. Other: Event management, support to create and quality check mandatory reports to monitoring agencies, coordination with city and consultant teams, GIS mapping services	97,415
<b>subtotal services:</b>	293,600
anticipated reimbursables: mileage, internal printing, event expenses. Budget does not currently include costs for advertisements, postage, bulk mail, final printing or production.	5170
<b>total</b>	<b>298,770</b>

<b>2. Summary of Hours by staff role</b>	estimate hours and fees:	Task	Admin	Proj	Assoc	MA/AD	Snr	Principal	total
		numbers	Hrs	Asst/DBI	DD2	Hrs	Assoc	Hours	
			58	810	907	599	20	256	2650

**City of San Diego - Think Blue**, revised 1.122.08  
 Draft Scope Detail - Fiscal Year 08, page 2

description			Task number	Admin Hrs	PA/DB1 hrs	CIA/DD2 hrs	MA / AD Hrs	Snr Assoc hrs	Principal hrs	Service subtotal
Location	Description	detail/assumptions		Wilson	M. Ward M. Rhodus P. Casn	Vicki White J. Jewell	Emmanuel D. Lazo P. Rohman	J. M. Leary	G. Smith L. Warner	
<b>A. San Diego Bay/Chollas Creek: POC(s) - Metals/auto; Bacteria/restaurants</b>										
1. Chollas street sweeping	CD 8: Commercial & 20th - see #3 below	assumes 50 businesses - design, approvals, implementation of project = 16 months total, but 12 months in this scope	1.1	2	0	40	10	0	5	5,735
	CD 3 (University Avenue - CBSM overlapping with streetsweeping and drain inserts)	assumes 8 blocks with 100 business per side - design, approvals, implementation of project = 16 months total, but 12 months in this scope	1.2	2	20	80	80	0	15	20,385
2. Chollas - Dalbergia Street LID	ROW Construction	assumes 10 business for 6 months - design, approvals, implementation of project = 16 months total, but 12 months in this scope	2.1	2	0	30	10	0	5	4,835
	Business Outreach - Rain Barrels	assumes 10 businesses for 6 months	2.2	2	0	30	10	0	5	4,835
3. Chollas - Memorial Park LID	Park ball field construction	design phase only as construction anticipated in FY 09	3.1	2	0	30	10	0	5	4,835
	CBSM - mixed use encompassing the LID and street seeping pilot in #1 above	see University Avenue shown above	3.2	0	0	0	0	0	0	0
<b>total hours/service fee</b>				16	20	210	120	0	35	40,625
<b>B. Mission Bay/La Jolla Watershed - POC(s) - Bacteria/restaurants, day users, animals, hotel guests, Landscaping; Metals/auto related; sewage/day users, RVs, boaters</b>										
4. Tecolote sub-basin	Morena district - restaurant outreach	Assume ongoing development, implementation and improvements to program initiated in FY 07 for 12 month period including direct outreach to businesses, direct outreach to business district leadership, review and input on collateral material development and editorial assistance.	4.1	4	80	40	50	0	10	17,170
5. Mission Bay Park	RVers, Boaters, Hotels, Sewage, Trash, birds	Assume ongoing development, implementation and improvements to program initiated in FY 07 for 12 month period including: direct outreach, coordination with other consultant teams, press/media coordination during July, August and September of 2007 and maintenance of program and program evaluation October through February 2008 and start up again in March 2008 to prepare for Memorial Day kick off in 08. Assumes: 5 heavy outreach months and 7 moderate months.	5.1	8	180	180	180	0	40	57,340
6. La Jolla Shores/Windansea (and possible expansion into adjacent Village)	CBSM Pilot - Business Outreach for Windansea, La Jolla Shores, and potential expansion into Village area	Assume ongoing development, implementation and improvements to program initiated in FY 07 for 12 month period including: direct outreach, coordination with other consultant teams, press/media coordination during July, August and September of 2007 and maintenance of program and program evaluation October through February 2008 and start up again in March 2008 to prepare for Memorial Day kick off in 08	6.1	4	125	0	20	0	20	15,495
<b>total hours/service fee</b>				16	385	220	250	0	70	90,005

City of San Diego - Think Blue, revised 1.22.08  
 Draft Scope Detail - Fiscal Year 08, page 3

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Description			Task number	Admin Hr	PA/DDIh	CIA/DD2 hr	MA/AD Hours	Sr/ Assoc	Principal hour	service subtotal
Location	Description	detail/assumptions			M. Yarbrough M. Rhodus R. Casir	Wicki White Jawedel	L. Emmanuelle D. Lozo P. Rohman	M. Lad	C. Smith L. Warm	
<b>C. Commercial Inspection Program</b>										
	7. Update Existing and Create new Facts Sheets and support materials for contractor use	Assumes 10 categories with specialized Fact Sheets - 2 sided, black and white. Production costs and distribution costs not included in this estimate. Provide design concept and review for the series. Includes outreach to a limited percentage of businesses as follow up to initial contact under the commercial inspection program.	7.1	4	40	40	40	0	20	14,920
		<b>total hours/service fee</b>	7.1	4	40	40	40	0	20	14,920
<b>D. Watersheds</b>										
	8. New Commercial LID construction	Preliminary work on new projects in San Dieguito/Chollas, Mission Bay/La Jolla, San Dieguito, Tijuana River, San Diego River, Los Pensasquitos and San Dieguito. Assume as needed staffing services for outreach, information, inter-agency coordination, event coordination and direct outreach s assigned by client to support work in all watershed areas.	8	4	75	25	25	0	20	14,545
	9. Four Watersheds	San Dieguito, Pensasquitos, Tijuana, San Diego River - identify one commercial education outreach activity other than LID construction outreach to execute in each. Assume additional as-needed staffing services for outreach, information, inter-agency in various watersheds as directed by City's project team.	9	4	50	50	50	0	20	17,670
	10. BMPs	Work to finalize the City-wide best management practices for businesses to prevent stormwater pollution prevention. Assumes setting up stakeholder meetings in various locations of the city, coordinating with business organizations, describing how early input received was considered and incorporated into BMP final draft and final documents. Preparing and finalize 10 Fact Sheets targeted to different stakeholder types and commercial uses.	9	4	0	100	50	0	20	18,420
		<b>total hours/service fee</b>	9	4	0	100	50	0	20	18,420
		<b>total hours/service fee</b>	12	12	125	175	125	0	60	50,635

City of San Diego - Think Blue, revised 1.22.08  
 Draft Scope Detail - Fiscal Year 08, page 3

Description			Task number	Admin Hr	PA/DD/Hr	CJA/DD2 hr	MA/AD Hours	Snr Assoc	Principal hour	service subtotal
Location	Description	detail/assumptions		Wilson	M. Yarb M Rhodus R Casr	John White Jwedell	Emmanuel D Lazo E Rollman	M. J. Lee	C. Smith L Warner	
Other										
	11. Event identification and staffing as needed projects and business outreach	Assumes research and identification of events to be able to target and reach businesses in untraditional ways. Categorize events based on: business type, community area, and cultural heritage, current point of contact, constituents served.	10	2	40	40	0	0	5	7,635
		Staffing at 3 events throughout the year as well as a business district outreach effort in 2 separate business areas up to 500 businesses	10	2	100	100	20	0	10	20,660
12. Mandatory reports and Coordination meetings with city leads and other consultants as needed.	Mandatory Reports	Client assistance with writing, editing and review of mandatory reports to monitoring agencies, copermittees and city.	11	4	50	50	20	20	20	17,570
	Messaging	Coordination with survey/research/messaging teams	12.1	4	50	60	12		12	12,910
	Team Coordination	Coordination with outreach teams- Katz/Collaborative/Coastkeeper/design teams	12.20	2	0	0	0	0	12	2,330
	Client Coordination	Coordination with client - as needed plus attendance at weekly all staff meeting for cross-information across watershed managers and intra-city departments such as Parks and Recreation, Engineering and Capital Projects, Code Compliance, Community Planning	12.3	2	0	12	12	0	12	4,730
13. GIS mapping and/or graphic design support for collaterals of all the above mentioned services, as directed and as needed by client to supplement available city		As-needed and directed by client, GIS mapping and graphic design support services in cases that GIS and/or to graphic design services not available within existing city resources for collateral materials used in outreach efforts.	13.1	6	100	100	50	0	50	31,580
<b>total hours/service fee</b>				16	240	262	64	20	71	97,415

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**EXHIBIT B**

**COMPENSATION AND FEE SCHEDULE**

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## Collaborative Services

### Hourly Rates 11/8/06

#### Collaborative Services:

<u>Hourly Rates</u>	<u>FY 07</u>	<u>FY 08</u>
Principal	\$180	\$185
Senior Associate	\$150	\$160
Managing Associate	\$110	\$115
Associate	\$ 90	\$ 95
Project Assistant	\$ 70	\$ 75
Business Manager	\$100	\$100
Administrative Assistant	\$ 50	\$ 55

#### Warner Architecture + Design:

<u>Hourly Rates</u>		
Principal	\$180	\$185
Senior Designer	\$150	\$160
Designer	\$110	\$115
Design/Drafter	\$ 80	\$ 85
Project Assistant	\$ 70	\$ 75
Administrative Assistant	\$ 50	\$ 55

\* All rates are subject to change based on changes to staffing and scope.

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

DATE:  
August 20, 2007

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

SUBJECT: Authorizing Option Year 1 of existing contract for outreach consulting services for Think Blue Education and Outreach Campaign – not to exceed amount \$298,770

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Collaborative Services

Amount of this Action: \$ 298,770.00 (Option Year 1 not to exceed)

Original Contract: \$ 68,000.00

Cumulative Amount: \$ 366,770.00

Funding Source: City

**SUBCONSULTANT PARTICIPATION**

	<u>This Action</u>		<u>Cumulative</u>	
Warner Architecture & Design (Female Caucasian/DBE)	\$ 44,815.50	15.00%	\$59,815.50	16.00%
<b>Total Certified Participation</b>	<b>\$ 44,815.50</b>	<b>15.00%</b>	<b>\$ 59,815.50</b>	<b>16.00%</b>
<b>Total Other Participation</b>	<b>\$ 00.00</b>	<b>00.00%</b>	<b>\$ 00.00</b>	<b>00.00%</b>
<b>Total Participation</b>	<b>\$ 44,815.50</b>	<b>15.00%</b>	<b>\$59,815.50</b>	<b>16.00%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity Required:

Collaborative Services submitted a Work Force Report for their San Diego county employees dated June 29, 2007. The Administrative Work Force Report reflects less than fifteen employees and is therefore exempt from analysis.

**ADDITIONAL COMMENTS**

The Work Force Analysis is attached.

by MM-J

File: Admin WOFO 2000

Date WOFO Submitted: 6/29/2007  
 Input by: chg

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: Collaborative Services

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	0	0	0	0.5	0	0	0	0	0	0	0	0.5	0	0
Professional	0	0.5	0	0	0	0	0	0.5	0	1	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Services	0	0	0	1	0	0	0	0	0	0	0	2	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>1</b>	<b>0.5</b>	<b>0</b>	<b>1.5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.5</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2.5</b>	<b>0</b>	<b>0</b>

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.

	Mgmt & Financial	Professional	A&E, Science, Computer	Technical	Sales	Administrative Support	Services	Crafts	Operative Workers	Transportation	Laborers
Female Goals	39.8%	59.5%	22.3%	49.0%	49.4%	73.2%	62.3%	8.6%	36.7%	15.2%	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.

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
2	1	1	39.8%
2	0	2	59.5%
0	0	0	22.3%
0	0	0	49.0%
0	0	0	49.4%
1	1	0	73.2%
3	0	3	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%
<b>8</b>	<b>2</b>	<b>6</b>	

II. EMPLOYMENT ANALYSIS

TOTAL

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

RESOLUTION NUMBER R- 302277COLLABORATIVE SVCS.  
ATTN: TIM GRAHAM 1/17/07DATE OF FINAL PASSAGE JAN 17 2007

HS 27-A

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<sup>-1</sup> 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<sup>-2</sup> for outreach consulting services.

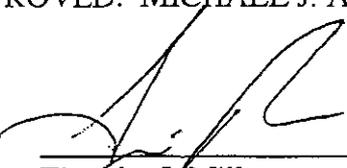
BE IT FURTHER RESOLVED, that the Mayor, or designee, is hereby authorized to enter into a contract with Katz & Associates with two, one year options to renew in an amount not to exceed \$152,000.

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.

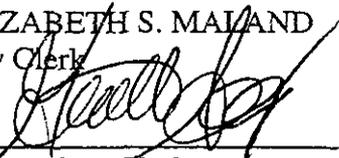
BE IT FURTHER RESOLVED, that the Council of the City of San Diego finds that this activity is not a project and is therefore not subject to from the California Environmental Quality Act [CEQA] pursuant to State CEQA Guidelines Section 15060(c)(2).

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. MAJAND  
City Clerk  
By   
\_\_\_\_\_  
Deputy City Clerk

Approved: 2-14-07  
(date)

  
\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

 302277

000167

The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2700399

ORIGINATING

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: \_\_\_\_\_

Purpose: \_\_\_\_\_

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

By: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

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: \$152,000.00

Vendor: Katz & Associates

Purpose: To authorize the expenditure for consulting services related to the Think Blue education and outreach program.

Date: November 21, 2006

By: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

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					\$152,000.00

AC-361 (REV 2-92)

FUND OVERRIDE

AC 2700399

R-302277

JAN 09 2007

000168

The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2700400

ORIGINATING

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: \_\_\_\_\_

Purpose: \_\_\_\_\_

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

AUDITOR AND COMPTROLLER'S DEPARTMENT

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

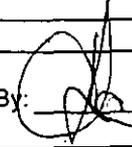
I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the 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: \$68,000.00

Vendor: Collaborative Services

Purpose: To authorize the expenditure for consulting services related to the Think Blue education and outreach program.

Date: November 21, 2006

By:  \_\_\_\_\_  
AUDITOR AND COMPTROLLER'S DEPARTMENT

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					\$68,000.00

AC-361 (REV 2-92)

FUND OVERRIDE

AC 2700400

R-302277

JAN 09 2007

Passed by the Council of The City of San Diego on January 9, 2007 by the following vote:

YEAS:               PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN,  
                           FRYE.

NAYS:               NONE.

NOT PRESENT:     MADAFFER, HUESO.

VACANT:            NONE.

AUTHENTICATED BY:

**JERRY SANDERS**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

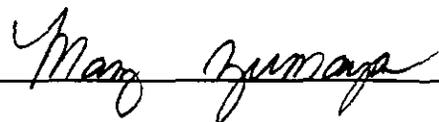
By: Mary Zumaya, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
RESOLUTION NO. R-302277 approved by the Council of the City of San Diego, California on  
January 9, 2007.

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy