

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

This Agreement is made and entered into by and between the Lake County Watershed Protection District, hereinafter referred to as “District”, and EOA, Inc. hereinafter referred to as “Contractor”, collectively referred to as the “parties”.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, EOA, Inc. shall provide to District the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A, B, C at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B/C/, the Agreement shall prevail.
2. **TERM.** This Agreement shall commence on _____, 2024 and shall terminate on January 31, 2029, unless earlier terminated as hereinafter provided. In the event District desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
3. **COMPENSATION.** Contractor has been selected by District to provide the services described hereunder in Exhibit “A” (Scope of Services). Compensation to Contractor shall not exceed two hundred twenty four thousand dollars (\$224,000.00).

The District shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit “B” (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state, district and county and grant funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by District upon thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, District may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and District executed by Water Resources Director.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

Lake County
Watershed Protection District
255 N Forbes St.
Lakeport, CA
Attn: Linda Rosas-Bill

EOA, Inc. (Contractor)
1410 Jackson Street
Oakland, CA
Attn: Bonnie de Berry_____

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE
PLAN DEVELOPMENT AND MANAGEMENT**

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Scope of Services
- Exhibit B – Fiscal Provisions
- Exhibit C – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.


WATERSHED PROTECTION DISTRICT

EOA, Inc.

Director, Water Resources

Ray Goebel, Vice President EOA, Inc.

If applicable
APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By:  _____

By: _____

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE
PLAN DEVELOPMENT AND MANAGEMENT**

EXHIBIT "A" – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

Task A. Develop a Work Plan and Timeline

Through this task, the EOA Project Team will prepare a project work plan and timeline that adheres to the grant project completion timetable. The Work Plan will be developed and submitted to the Lake County CWP within 3 weeks of the Notice-to-Proceed provided by the District/County. The tasks identified in the Work Plan will include all project tasks identified in the RFP Scope of Services.

Deliverables:

- One virtual kick-off meeting (using Zoom or Microsoft Teams) with Lake County CWP Co-permittees to clarify project needs and approach.
- Draft and Final Work Plan and Timeline.

Assumptions:

- One round of comments on the Draft Work Plan and Timeline; the District will compile comments from all Co-permittees into one set of comments.

Task B. Communicate and Coordinate with District and Jurisdictional Staff

The EOA Project Team will communicate and coordinate with District and jurisdictional staff on any anticipated project, funding, timing shortfalls or deviations from the expected timetables. Our Project Team will stay in close communication with key District and jurisdictional staff to ensure all project deliverables are provided on time and within the approved budget. Any deviations from the Work Plan and Timeline submitted under Task A will be discussed with key District and jurisdictional staff, as appropriate.

Deliverables:

- Monthly project check-in via email and/or virtual meeting with District/jurisdictional staff.

Tasks C and D. Conduct Research on Clear Lake Water Quality Issues

The EOA Project Team will conduct and summarize research needed to understand the relevant and current stormwater quality and quantity issues involving Lake County, Clear Lake, and tributaries. This research will entail working closely with District and relevant jurisdictional staff to understand and document existing water quality issues in Lake County. Our Project Team brings an in-depth understanding of the existing Phase II permit requirements, and will build upon this understanding to evaluate and assess the current policies, plans, and procedures for the MS4 Stormwater Management and IDDE response, reporting, tracking, and prevention programs for County of Lake, City of Lakeport and City of Clearlake. At a minimum, the materials that will be reviewed will include all relevant Program background information that can be found here: <https://www.lakecountyca.gov/1208/Program-Documents-Links>, as well as the existing ordinances and CWP SWMP. EOA recently worked with the Lake County CWP to produce the current *Program Effectiveness Assessment and Improvement Plan*, and will incorporate this understanding into the greater program assessment. Our Project Team will provide an After Audit Report that will briefly summarize the research on Clear Lake water quality issues, the current IDDE and MS4 programs, and highlight identified missing components that will be used to draft the IDDE Guidance document and the updated CWP SWMP.

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

Deliverables:

- Up to two virtual meetings with District and jurisdictional staff.
- Draft and final After Audit Report.

Assumptions

- One round of comments on the Draft After Audit Report; the District will compile comments from all Co-permittees into one set of comments.

Tasks E. Attend Meetings

The EOA Project Team will attend all relevant stormwater meetings and committees, including the Lake County CWP Management Council and funding agency meetings including the Blue Ribbon Committee Technical and/or Social Subcommittees.

Deliverables

- Attendance at up to six virtual meetings.
- Attendance at up to three meetings in-person.

Tasks F. Facilitate/Assist with Work Group Meetings

The EOA Project Team will facilitate or provide assistance in facilitating Lake County CWP Work Group Meetings for each of the following five permit components: CON/PCON, MUNI, PEO/PIP, IDDE, and TRASH. As directed by District staff, our Project Team will prepare meeting agendas, meeting presentations, and post-meeting summaries. This support will include attendance and presentation of meeting materials as requested by District staff.

Deliverables:

- Attendance and support for up to 5 Virtual Work Group meetings.
- Draft and final meeting agendas and summaries.
- Presentations at the meetings.

Assumptions

- District staff will schedule the meetings and invite appropriate Co-permittee staff.
- The agendas and summaries will be finalized after one round of comments from District staff.

Tasks G. Draft IDDE Guidance Plan

The Phase II Permit currently includes requirements for Permittees to develop and implement an IDDE Program (Section E9 of the Permit). The overall requirement of the program is to develop a program to detect, investigate, and eliminate illicit discharges, including illegal dumping, into its MS4. Under this task, the EOA team will develop an IDDE Guidance Plan for Permittees to use to fully implement and comply with the required IDDE program. The IDDE Guidance Plan will be developed consistent with E9 Permit requirements and include procedures for developing program areas and/or updating program areas as necessary and as determined by Task D. The EOA Team will also work closely with Permittee representatives to gather input on the guidance manual development. The EOA team will incorporate existing program components into the Guidance Plan, as appropriate.

The Guidance Plan will be developed to include the following required components:

- The Permit requires all Permittees to have an updated outfall map, that includes location of outfalls, water bodies, identified priority areas, field sampling locations, and the permit boundary. The guidance manual will include the current outfall maps for the three jurisdictions,

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

as well as procedures for keeping the outfall map updated. Based on findings of the gap analysis, the EOA team will provide updates to the outfall map to include as part of the guidance manual. This includes reviewing and updating priority areas as defined by the Permit.

- All Permittees are required to maintain an inventory of all industrial and commercial facilities and sources within each Permittee's jurisdiction that could discharge pollutants in stormwater to the MS4. The inventory must include specific business categories identified in the permit, including Industrial General Permit facilities. Additionally, facilities in the inventory that are within the identified prioritized areas on the outfall maps must be inspected once a permit term. The Guidance Plan will include the inventory and procedures for updating the inventory. This task includes reviewing and updating the current inventory and provide updates to the inventory. Additionally, the Guidance Plan will include procedures to assess priority areas for the presence of illicit discharges. This may include procedures to utilize 2nFORM as a data management and recordkeeping tool, as directed by the Permittees. The guidance manual will include a field form for conducting these inspections.
- All Permittees are required to conduct an inspection of all outfalls once during the permit term. The guidance manual will include procedures of inspecting outfalls, including field sampling procedures of flowing or ponding outfalls while conducting outfall inspections. The procedures will include conditions in which monitoring must be conducted, monitoring parameters, procedures for interpreting data, required response actions based on sampling results, and recordkeeping. This may include procedures to utilize 2nFORM as a data management and recordkeeping tool, as directed by the Permittees. The Guidance Plan will include outfall inspection forms.
- The Permit requires procedures for conducting investigations into the source of all non-stormwater discharges suspected to be illicit discharges, including approaches to requiring such discharges to be eliminated, and procedures to implement corrective actions to abate illicit discharges. The Guidance Plan will include these procedures, including conditions in which non-stormwater discharges are allowed. The Guidance Plan will include illicit discharge inspection forms and record keeping protocols.
- The Permit requires Permittees to develop and implement a Spill Response Plan. The Guidance Plan will include a Spill Response Plan. The plan will be developed in accordance with the Permit.

Development of the Spill Response Plan will involve coordination with numerous departments that have existing spill response responsibilities. Most departments that are already involved in the spill response will likely already have spill response procedures in place, specific to their department's responsibilities. For example, the collection system of a wastewater treatment plant is required to have a spill response plan specific to sewage spills. The stormwater Spill Response plan should not set out to duplicate those plans. Rather, the approach to developing the Spill Response Plan will be to identify those departments already mandated with spill response responsibilities, identify their roles and responsibilities related to spills and incorporate individual department spill response plans by reference.

To accomplish this, the EOA Project Team will first identify the different departments involved in spill response, review existing spill response plans, interview representatives from different departments to gain an understanding of established roles and responsibilities, and include the finding as a summary in the spill response plan.

Deliverables:

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

- Draft IDDE Guidance Manual.

Assumptions:

- This task assumes each jurisdiction has their outfalls mapped in GIS.

Task H. IDDE Response Exercise

Once the IDDE guidance manual is drafted, but prior to finalization, the EOA Project Team will create and deliver staff two trainings on the Guidance Plan. The first training will be a virtual training to review the content of Guidance Plan, department roles and responsibilities, specific procedures included in the guidance manual, tracking and recordkeeping protocols. The training will also include an interactive exercise to review IDDE responses based on a variety of example scenarios. This training is anticipated to be three hours in duration and will be recorded.

The second training will be in-person conducting a field response exercise. This training will include a mock illicit discharge response exercise and will include classroom activities, as well as activities out in the field. Trainees will be provided with a example situation, in which they will practice steps necessary to investigate and address an illicit discharge, including department coordination, reporting and recordkeeping. This training is anticipated to be three hours in duration.

Both trainings will include a post-training evaluation to assess the effectiveness of the training, as well as gather input to further inform the Guidance Plan.

Deliverables:

- Two trainings – one in-person and one virtual.
- Recording of the virtual training.

Assumptions:

- The District will provide a location for in-person, classroom training.
- The District will print training materials and provide refreshments, for the in-person training, if needed.
- District staff will coordinate with Co-permittees to schedule the trainings and invite appropriate staff to the trainings.

Task I. After Action Report

Upon completion of the training in Task H, the EOA Project Team will create an After Action Training Report detailing the results of the post-training evaluations, lessons learned from the training, as well as any input provided by the trainees on the Guidance Plan.

Deliverables:

- After Action Training Report.

Task J. Incorporate feedback into Guidance Documents

Based on the findings of the After Action Training Report, the EOA Project Team will incorporate feedback from the training into the Guidance Plan.

Deliverables:

- Final Guidance Plan will be completed as part of Task S.

Task K. Draft Ordinance Updates

The EOA Project Team will work in collaboration with the appropriate Lake County CWP member agency staff, to review, assess and update existing ordinances and other legal mechanisms described

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

below to support full implementation of the reissued Phase II Small MS4 permit across Lake County. The EOA Team will draft the IDDE-specific ordinance and general NPDES / MS4 / Stormwater Management Ordinance updates for the County of Lake, City of Lakeport, and City of Clearlake. These updates will include the following:

- County of Lake Chapter 29 Stormwater Management Ordinance (Ordinance N. 2772) and Additional Grading Ordinance Chapter 30 (Ordinance No.2830); these County ordinances will be updated to apply to the entire county area managed by the Watershed Protection District and not restricted to urban / MS4 / community growth boundaries.
- City of Lakeport Chapter 8.40 (Ordinance No. 853)
- City of Clearlake Chapter 14 (Ordinance No. 126-2006)

The EOA Project Team will also assist in drafting an establishment of authority ordinance for the District to provide the Board of Directors autonomy to fulfill the mission and legislative direction of the District, including but not limited to definitions of the District's policies, services, resources, management structure and statutory regulations under its authority.

Deliverables:

- Five ordinance updates, including one draft and one final of each.
- Up to three virtual meetings to discuss needs for ordinance updates with Co-permittee staff.

Assumptions:

- District or Co-permittee staff will provide one set of consolidated comments on each ordinance update.

Task L. Support Submission and Review of Updated Ordinances

The EOA Project Team will work with the District, Community Development Department, and cities Planning Department staff to submit ordinance updates to County Counsel and City Legal Departments for review. The EOA Team will incorporate edits into updated versions as needed. This step may be included at several different times throughout the ordinance update process.

Deliverables:

- Up to five revised Draft Ordinance Updates incorporating County Counsel and City Legal Department comments.

Assumptions:

- District or Jurisdictional staff will compile all County Counsel/City Legal comments into a single set of comments for each ordinance update.

Tasks M and N. CEQA Process

The EOA Project Team will conduct research to identify what permits, notices of exemption, or materials are needed to get updated ordinances and plans through CEQA process, if applicable. The EOA Project Team will also work with District and Lake County Tribal Liaison to conduct any needed CEQA requirements, including proper notification and opportunity to review and provide feedback to Lake County tribal nations including Big Valley Band of Pomo Indians, Scotts Valley Band of California Pomo Indians, Habematolel Pomo of Upper Lake, Robinson Rancheria Pomo Indians of California, Elem Indian Colony, Koi Nation of Northern California, and Middletown Rancheria of Pomo Indians of California. However, the EOA Team notes that California Water Code Section 13389 fully exempts NPDES permits from CEQA requirements. Therefore, all updated ordinances and plans that the

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

EOA Project Team will produce for this project (as identified in this Work Plan), are in response to NPDES permit requirements, and as such, are assumed to be exempt from CEQA requirements. Therefore, no CEQA review is included in this proposal.

Deliverables/Assumptions:

- No deliverables have been identified for this task because all products of this project are assumed CEQA exempt.

Task O. Facilitate Presentation and Adoption for Updated Ordinances

An important component of this task includes working with the District and County Department heads to facilitate adoption of the updated ordinances through Planning Commission and Board of Directors of Watershed Protection District. The EOA Team will facilitate the presentation and adoption pathways for updated ordinances, including support for the public process leading up to the adoption actions (outreach and presentations at public meetings and incorporation of input from the public and Planning Commission and Board of Directors of the Watershed Protection District) to ensure smooth and timely ordinance adoption.

Deliverables:

- Attendance at up to four virtual 2-hour meetings to answer questions.
- Up to five Power Point presentations summarizing updated stormwater ordinances.

Assumptions

- District or Co-permittee staff will give the presentations to the Planning Commissions and Board of Directors. EOA Team staff will attend to answer any questions.

Task P. Update CWP SWMP

The EOA Project Team will develop a draft of the Phase II permit-required Lake County CWP SWMP. This draft will be an update of the previous plan, that was written in 2003, for the 2003-2008 permit cycle. The draft CWP CWMP will expand upon the existing plan to incorporate new requirements for the reissued Phase II permit that is expected to be released in 2024/2025 by the State Water Board. Prior to the release of the reissued permit, the EOA Team will initiate updating sections of the SWMP based on the draft Phase II permit. New requirements identified in the internal draft of the Phase II NPDES permit include shorter timelines for compliance, stormwater asset management requirements, expanded dry weather outfall investigation and sampling, new categories of business inspection, new trash implementation requirements, and new post-construction stormwater treatment requirements. Following reissuance of the Phase II Permit, the EOA Project Team will review the permit, and confirm the sections of the existing SWMP that need updating to reflect the reissued permit requirements. The EOA Project Team will provide a First Draft of the updated SWMP for review by Lake County CWP member agency staff. Following one round of review and comment, a Revised Draft of the updated CWP SWMP will be submitted to the Lake County CWP for additional public review as described in Tasks Q and R.

Deliverables:

- A First Draft and Revised Draft of the updated Lake County CWP SWMP. The First Draft will be revised based on comments received under this task to produce the Revised Draft that will be reviewed/updated as described in Tasks Q,R and S.
- A minimum of two virtual meetings with Lake County CWP member agency staff to discuss updates.

Assumptions:

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

- The progress of this task is tied to the release of the 2024-2025 Phase II permit; major work can only commence on the new aspects of the permit if a draft or final Phase II permit is released within the contracted work period of this project.
- The scope of work and budget for this task will be reviewed with the District following reissuance of the Phase II permit.
- One round of comments on the First Draft CWP SWMP will be addressed for this task;
- The District will compile comments from all co-permittees on the First Draft SWMP into a single set of comments.
- All drafts of the updated Lake County CWP SWMP will be provided electronically. Hard copies will not be provided.

Task Q. Facilitate Draft SWMP and Draft IDDE Guidance Review

The EOA Project Team will work with the District staff to facilitate partner and public draft document review meetings or town halls, virtual and/or in-person to collect public and partner feedback on both the IDDE Guidance document and the updated CWP SWMP (Draft).

Deliverables:

- Up to 1 meeting to present the Draft IDDE Guidance Document and receive feedback.
- Up to 1 meeting to present the Draft CWP SWMP and receive feedback.
- Meeting(s) for this task may also support Task R.

Task R. Provide Draft Documents to Funding Agencies and Community Tribal Nations

The EOA Project Team will work with the District to provide and/or present draft documents for public and partner feedback, including funding agencies and community tribal nations.

Deliverables:

- Up to one meeting to present the Draft IDDE Guidance Document and receive feedback.
- Up to one meeting to present the Draft CWP SWMP and receive feedback.
- Meeting(s) for this task may also support Task Q.

Task S. Incorporate BRC and Partner Feedback

The EOA Project Team will receive BRC and partner feedback and incorporate into final documents, report and presentations.

Deliverables

- Draft IDDE Guidance Plan for review; Final IDDE Guidance Plan.
- Revised Draft CWP SWMP for review; Final CWP SWMP.

Assumptions:

- The District and/or Jurisdictional staff will compile comments all comments/feedback obtained via Tasks Q, R, and S into a single set of comments for each Draft document (IDDE Guidance Plan and SWMP).

Task T. Create Project Factsheets and Outreach Materials

The EOA Project Team will create project factsheets and outreach flyers /brochures, in hard copy and digital version, for quick public reference and in-person outreach/education events and digital education and distribution via websites and social media. These materials will include the following documents:

- IDDE Guidance Plan Factsheet

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

- MS4 Program Factsheet (including any notable ordinance updates / requirements)
- Factsheet for each of the five MS4 Workgroups identifying major permit requirements specific to each MS4 Workgroup area, and highlighting any new permit requirements.

Deliverables:

- Up to seven Draft and Final Factsheets in MS Word format, up to 2 pages per Factsheet
- One round of comments and updates per Factsheet.

Assumptions:

- District and/or Jurisdictional staff will compile comments into a single set of comments per factsheet.
- District staff will provide relevant photographs and/or graphics for the fact sheets.

Task U. Present Final Documents

The EOA Project Team will present final version of documents and deliverables to funding agency, BRC, partners and relevant boards, commissions and councils.

Deliverables:

- Attendance at up to 2 meetings in person to present the Final Lake County CWP SWMP and Final IDDE Guidance Document.

Task V. Create Training Materials

The EOA Project Team will create training materials for CWP staff, District and city staff and any relevant partners. These training materials will include at least one on-line / virtual / video training product , and will include guidance information to inform the public on how to use the training materials. For example, the EOA Team may record presentations or training exercises conducted under other Tasks to use additional training materials.

Deliverables:

- Recorded presentations and/or other recorded training exercises will be provided to District staff.

Task W. Miscellaneous Supportive Tasks

The EOA Project Team will plan for and conduct miscellaneous supportive tasks as needed by District and CWP members that will help support the completion of the grant and deliverables of this project.

Deliverables:

- The scope of this task will be based on project needs as determined through ongoing communications between the EOA Team and District staff as identified in Task B.

Task X. Project Tracking

The EOA Project Team will track all project hours and tasks completed and inform District of any deviations or unplanned issues as they arise.

Deliverables:

- Project tracking will be communicated to District staff during ongoing check-in meetings as described in Task B.

Task Y. Invoices

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

The EOA Project Team will submit all invoices in a timely manner to the department accountant and program coordinator and sometimes at specifically-requested times by the District to satisfy grant or annual budget deadlines.

Deliverables/Assumptions:

- EOA Team invoices will be submitted on a monthly basis, except as specifically requested by the District.

Schedule

The schedule for task completion is presented in Table 1. However, the final schedule for certain tasks will depend upon the release date of the draft reissued Phase II Permit, which is expected in 2024/2025. The work for Tasks A-E (work plan development, information gathering, attending meetings) can begin as shown in Table 1. Preliminary work on Tasks G and P (IDDE Guidance Plan and Updated SWMP) can also begin as shown in Table 1 (i.e., prior to release of the reissued Phase II Permit). However, all deliverables identified in Tasks F - V cannot be produced until *after* the Phase II Permit has been released. The schedule shown in Table 1 is therefore contingent on release of the Phase II permit *by January 1, 2025*. A release after this date will cause delays to the schedule presented in Table 1. The EOA Project Team will meet with Lake County CWP member agencies' staff shortly after we receive notice to proceed with the scope of work (assumed to be July 2024) to discuss the project schedule, based on the information available at that time. The goal is to complete the scope of work by December 2025.

AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT

Table 1. Proposed schedule for completion of all project tasks in the work plan.

Task ID	Task Description	2024												2025					
		Q3			Q4			Q1			Q2			Q3			Q4		
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
A.	Develop a Work Plan and Timeline																		
B.	Communicate and Coordinate with District and Jurisdictional Staff																		
C.	Conduct Research on Clear Lake Water Quality Issues																		
D.	Conduct Research on Clear Lake Water Quality Issues																		
E.	Attend Meetings																		
F.	Facilitate/Assist with Work Group Meetings																		
G.	Draft Guidance Plan																		
H.	IDDE Response Exercise																		
I	After Action Report																		
J	Incorporate feedback into Guidance Documents																		
K	Draft Ordinance Updates																		
L	Support Submission and Review of Updated Ordinances																		
M/N	CEQA Process (as needed; timeline TBD)																		
O	Facilitate Presentation and Adoption for Updated Ordinances																		
P	Update CWP SWMP																		
Q	Facilitate Draft SW CMP and Draft IDDE Guidance Review																		
R	Provide Draft Documents to Funding Agencies and Community Tribal Nations																		
S	Incorporate BRC and partner feedback																		
T	Create Project Factsheets and Outreach Materials																		
U	Present Final Documents																		
V	Create Training Materials																		
W	Miscellaneous Supportive Tasks																		
X	Project Tracking																		
Y	Invoices																		

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER
GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT**

EXHIBIT "B" – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **INVOICES.**

2.1 Contractor's invoices shall be submitted throughout the project or in arrears on a monthly basis, and shall be itemized and formatted to the satisfaction of the District.

2.2 District shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

3.1 Contractor warrants that it shall comply with all audit requirements established by District and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 District may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow District, or other appropriate entities designated by District, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse District for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of District.

4. **BUDGET.** As part of the Scope of Services proposal the contract shall submit a detailed task budget that provides the cost for each task, in amounts not to exceed. The costs within the task budget are based on the most current fee schedule as provided by the Contractor in their proposal. Contractor shall be compensated only for expenses included in the approved task budget. Modification to the budget must be approved in advance by the District through the addendum process.

5. **EXPENDITURE OF FUNDS.**

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

5.2 District reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER
GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT**

EXHIBIT "C" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify District of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to District, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by District.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws as they pertain to the CA NPDES MS4 General Permit issued to Lake District and Co-Permittees:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER
GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT**

5. INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within thirty (30) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER
GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT**

9.3 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.4 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to District certificates of insurance naming the District of Lake as additional insured. Contractor agrees to provide to District, at least 30 days prior to expiration date, a new certificate of insurance.

9.5 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the District of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.6 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.7 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to District the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude District from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of District to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER
GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT**

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of District except that claims for money due or to become due Contractor from District under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to District. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of District. Contractor is not entitled to any employee benefits. District agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of District.

15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

**AGREEMENT FOR ASSISTANCE IN CONDUCTING STORM WATER ILLICIT
DISCHARGE DETECTION ELIMINATION AND MUNICIPAL STORMWATER
GUIDANCE PLAN DEVELOPMENT AND MANAGEMENT**

18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. **RESIDENCY.** All independent contractors providing services to District for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.