

CALIFORNIA COASTAL COMMISSION

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July 24, 1998

TO: Commissioners and Other Interested Parties

FROM: Peter Douglas, Executive Director  
Christiane Parry, Public Education

SUBJECT: Amendment to Interagency Agreement  
with the San Diego State University Foundation  
(For the meeting of August 11-14, 1997)

**Recommendation:** Staff recommends that the Commission authorize the Executive Director to amend the Commission's \$115,000 interagency agreement with the San Diego State University Foundation to allow the use of up to \$8,000, for travel expenses. The amended agreement of \$123,000 would provide project management services for the Commission's "Boating Clean and Green Campaign, a used oil education program targeted to boaters and marine operators that is supported by a \$600,000 contract with the California Integrated Waste Management Board..

**Staff Analysis:** On April 8, 1997, the Commission approved an interagency agreement with the San Diego State University Foundation to retain the services of Miriam Gordon, as project manager for the Boating Clean and Green Campaign (attached). The agreement is part of the implementation of the interagency agreement with the California Integrated Waste Management Board approved by the Commission on February 4, 1997.

The original agreement includes funding for salary, benefits and overhead, but does not include funds for travel expenses. This amendment would add up to \$8,000 to the agreement to cover travel expenses.

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The project is a statewide effort to educate the boating community about the environmentally appropriate disposal of used oil and other wastes associated with boating. The project includes a direct outreach campaign, as well as a program to provide local governments with the tools to conduct boater-targeted education campaigns of their own. The project will also promote the development and installation of new waste disposal facilities and recycling collection centers at locations convenient to boaters. The three year project will take place in the San Francisco Bay and Delta area, and in Los Angeles, Orange and San Diego Counties. Travel requirements include attending boat shows, providing technical assistance to local governments and marinas, and meeting with Southern California partner organizations.

Attachment

STATE OF CALIFORNIA

APPROVED BY THE  
ATTORNEY GENERAL

## STANDARD AGREEMENT -

STD. 2 (REV.5-91)

CONTRACT NUMBER

CC - 96 - 46

AM. NO.

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

95 - 6042721

IS AGREEMENT, made and entered into this 15th day of April, 1997,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE

AGENCY

CALIFORNIA COASTAL COMMISSION

EXECUTIVE DIRECTOR

CONTRACTOR'S NAME

, hereafter called the State, and

SAN DIEGO STATE UNIVERSITY  
FOUNDATION

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance of completion, and attach plans and specifications, if any.)

## 1. SCOPE OF AGREEMENT

Pursuant to Section 30334 of the Public Resources Code, the California Coastal Commission ("the Commission") contracts with the San Diego State University Foundation ("the Contractor") a sum not to exceed \$115,000, subject to the terms and conditions of this agreement. It is anticipated that funds will be expended as follows: \$8,000 for FY 96/97; \$53,500 for FY 97/98; and \$53,500 for FY 98/99. Any/all financial obligations of the Commission for each fiscal year are subject to the availability and the appropriation of funds by the Legislature. These funds shall be used by the Contractor to assist in the implementation of a statewide effort to educate the boating community about the recycling of used oil and the prevention of other sources of pollution associated with boating in marine and inland waterways. The project is funded by a contract with the California Integrated Waste Management Board.

The contractor shall carry out project responsibilities specified below under "Scope of Work" consistent with the purposes of the project described in Attachment 1.

CONTINUED ON 14 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

## STATE OF CALIFORNIA

## CONTRACTOR

AGENCY

CALIFORNIA COASTAL COMMISSION

CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)

SAN DIEGO STATE UNIVERSITY FOUNDATION

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

LANE B. YEE

TITLE

CHIEF, ADMINISTRATIVE SERVICES

BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING

FRANK J. DI SANTO, DIR., GRANTS & CONTRACTS  
ADMIN.

ADDRESS

5250 Campanile Drive  
San Diego, CA 92182-1900AMOUNT ENCUMBERED BY THIS  
DOCUMENT

\$115,000.00

PROGRAM/CATEGORY(CODE AND TITLE)

Prog. code 10.60

FUND TITLE

General Fund

PRIOR AMOUNT ENCUMBERED FOR  
THIS CONTRACT

\$ 0

(OPTIONAL USE)

CPS ext. FY96--\$8,000; FY97--\$53,500; FY98--\$53,500

ITEM

3720-001-001

CHAPTER  
162STATUTE  
1996FISCAL YEAR  
96/97,

TOTAL AMOUNT ENCUMBERED TO DATE

\$115,000.00

OBJECT OF EXPENDITURE(CODE AND TITLE)

Clearing Account

I hereby certify upon my own personal knowledge that budgeted funds  
available for the period and purpose of the expenditure stated above.

T.B.A. NO.

S.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

4/10/97

☐ CONTRACTOR☐ STATE AGENCY☐ DEPT. OF GEN. SER.☐ CONTROLLER

Department of General Services

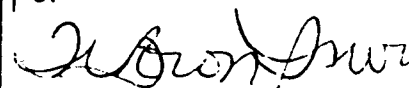
Use Only  
POLICY BUDGET

Department of General Services

APPROVED

APR 18 1997.

BY



## 2. SCOPE OF WORK

This Project has four components. Each of these components will be part of regional campaigns conducted in Northern California (primarily the SF Bay/Delta region, but extending to some large lakes and inland waterways), the Los Angeles region, and the San Diego region. The contractor's role will be to provide project management of all elements of the project under the direction of the director of the Coastal Commission's public education program. All program activities will be conducted in conjunction with the Coastal Commission staff.

First, the contractor will work with local government agencies that regulate or have contact with boaters and marine businesses in order to develop and implement strategies for the reduction of oily boat discharges. The contractor will investigate the sources of these discharges, and appropriate measures for the reduction of each type of discharge. Through workshops and individual assistance, the contractor will help local entities develop programs to reduce these discharges, such as, installation of waste oil collection facilities at marinas, distribution of absorbents and collection of spent absorbents, and installation of bilge water collection facilities.

Second, the contractor will conduct an educational campaign by distributing print materials at boat shows, supply shops, marinas, and through boat safety classes. Educational efforts will also focus on other types of media, including collaboration with the American Oceans Campaign on the development of public service announcements and a video, production of signs for boat launch areas, and distribution of promotional items, such as, bilge pads.

Third, the contractor will expand the scope of the *Boating Clean and Green Tool Kits for Local Agencies*, developed by the Marin County Office of Waste Management, in order to provide an increased focus on oil pollution. The Kits will be used to continue past efforts to train local government and non-profit organizations which are interested in conducting boater outreach. Any new materials developed by the Coastal Commission will be incorporated into the Tool Kits. Tool kit updates will be provided to the recipients of the thirty-five kits distributed by Marin County. New tool kits will be distributed and training conducted for new participants in all three regions.

Fourth, the contractor will conduct outreach to underwater hull cleaners and mobile boat maintenance workers to encourage the use of best management practices for pollution prevention.

### 3. COST AND PAYMENT

As compensation for the satisfactory performance of the work described in this Agreement, the State agrees to pay the Contractor a sum total that shall not exceed One Hundred and Fifteen Thousand Dollars (\$115,000). Of the total amount, \$8,000 will be used for FY 96, and \$53,500 will be used for FY 97, and \$53,500 will be used for FY 98.

Payment for services rendered shall be at rates set forth in Attachment 2, Contractor's Budget. These rates include salaries, benefits, overhead and other costs reasonably attributable to work done under this agreement. Costs for travel are not authorized under this contract.

Payment shall be made in arrears, not more frequently than monthly, upon the submission of three copies of an invoice to the Commission's San Francisco Headquarters. The invoice shall include the Contractor's name and address, the number of this Agreement, a brief, itemized description of the services for which payment is being requested, the amount of the invoice, and the period covered.

#### PROGRESS PAYMENTS

If progress payments are to be made, they shall not be more frequently than monthly in arrears or at clearly identifiable stages of progress, based upon written progress reports submitted with the contractor's invoices. In the aggregate, progress payments shall not exceed 90 percent of the total amount of the contract. Progress or other payments must always be based on at least equivalent services rendered and not made in advance of service rendered.

In computing the amount of any progress payment, the Commission shall determine what the contractor has earned during the period for which payment is being made on the basis of the contract terms, but shall retain out of such earnings an amount at least equal to 10 percent thereof, pending satisfactory completion of the entire contract, and the filing of the evaluation of the contractor's performance and work product, as required in Paragraph #15.

For the purposes hereof, "progress payment" is defined as including any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages or separate tasks.

### 4. TERM OF AGREEMENT

The term of this Agreement is from April 15, 1997 to June 30, 1999.

5. TERMINATION

Either party may terminate this Agreement at will by providing thirty (30) days written notice to the other party. In the event of such termination, the Contractor shall take whatever measures are necessary to prevent further costs to the State under this Agreement up to the effective date of termination. This amount shall not exceed the balance of the total funds unobligated under this Agreement at the time of termination. In the event of termination due to failure of the Agreement, the provisions of Paragraph 3 on the reverse side of the cover sheet shall apply.

6. AVAILABILITY OF STATE FUNDS

This Contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1996 for the fiscal year 1996 for the purpose of this program. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this Contract in any manner.

7. AUTHORITY

Section 30334 of the Public Resources Code provides that:

The Commission...may...contract for any private professional or governmental service if such work or services cannot satisfactorily be performed by its employees.

8. APPROVALS

This Agreement will not take effect until it is approved by the California Department of General Services.

9. RESOLUTION

Agency signature on the face page of this contract certifies that at its meeting of April 8-11, 1997, the California Coastal Commission authorized the execution of this agreement.

#### 10. INDEPENDENT CONTRACTOR STATUS

The Contractor shall maintain its status as an Independent Contractor as defined in Section 3353 of the California Labor Code. To this end, the Contractor shall be under the control of the State, acting through its agent, the Executive Director of the Commission, but only as to the result of its work and not as to the means by which the results are accomplished.

#### 11. CONFLICT OF INTEREST

Pursuant to the California Coastal Commission Conflict of Interest Code, the Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974, which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

#### 12. NONDISCRIMINATION CLAUSE

A. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part thereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

C. By signing this contract, Contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### **13. CONTRACT MANAGER**

The California Coastal Commission Contract Manager for this Agreement shall be Christiane Parry of the Public Education Program in the San Francisco office. The Contract Manager shall decide all questions which may arise as to the quality and acceptability of work performed. Decisions not satisfactory to the Contractor shall be resolved in accordance with Paragraph 14.

### **14. RESOLUTION OF DISPUTES**

Any disputes arising under this Agreement which are not resolved by mutual understanding shall be decided in writing by the Contract Manager. All decisions shall be final and conclusive unless appealed to the Chief Deputy Director of the Commission within thirty (30) days from the date of the decision. Pending final resolution of a dispute, Contractor shall proceed diligently with the performance of the Agreement in accordance with the Contract Manager's decision.

### **15. EVALUATION**

Within sixty (60) days after the completion of this contract an evaluation will be prepared. The evaluation shall remain on file at the Coastal Commission for a period of 36 months. A negative evaluation will be forwarded to the Office of Legal Services, Department of General Services and the contractor will be notified and sent a copy of the evaluation within 15 days. The contractor shall have 30 days to prepare and send statements to the Coastal Commission and the Department of General Services defending his or her performance under the contract. The evaluations and contractor responses shall not be public records but will be available to all state agencies upon request.

### **16. EXAMINATION AND AUDIT**

The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.



**17. CONTRACTORS NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

As certified by the signature for the Contractor on this Agreement, the Contractor swears, under penalty of perjury, that no more than one final unappealable finding of the contempt of court by a Federal Court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board (Govt. Code Section 14780.5).

**18. CONTRACTOR'S DUTIES, OBLIGATION AND RIGHTS**

Pursuant to Section 10355 through 10382 of the Public Contract Code (PCC) and Section 1283.3 of the State Administrative Manual, the Commission must inform the Contractor of its duties, obligations and rights under Article 5 of the PCC. The provisions of this Article pertain to award, notification, and protest procedures regarding the selection and award of consulting services contracts.

**19. DRUG-FREE WORKPLACE CERTIFICATION**

By signing this contract or bid proposal, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - a) the dangers of drug abuse in the workplace;
  - b) the person's or organization's policy of maintaining a drug-free workplace;
  - c) any available counseling, rehabilitation and employee assistance programs; and,
  - d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

- a) will receive a copy of the company's drug-free policy statement; and
- b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: (1) the contractor has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.