

CALIFORNIA COASTAL COMMISSION

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**RECORD PACKET COPY****W 10b**

April 20, 1999

TO: Commissioners and Other Interested Parties

FROM: Peter Douglas, Executive Director
Christiane Parry, Public EducationSUBJECT: Amendment to Interagency Agreement with the San Diego State University
Foundation
(For the meeting of May 11 to 14, 1999)

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 (SDSUF) to (1) add up to \$25,000 for administrative fees and personnel costs, and (2) to extend the expiration date of the agreement to April 30, 2000. The amended Interagency Agreement of \$140,000 would provide continued 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 (CIWMB).

The original contract with the CIWMB was for \$400,000, and did not include funds for administrative fees for SDSUF. The CIWMB recognized at that time that the total project budget was \$513,140, and directed the Commission to seek the remaining funds from United States Environmental Protection Agency (USEPA), and to approach the CIWMB for an augmentation if USEPA does not approve funding. The USEPA did not approve funding. In 1998, the CIWMB approved a \$200,000 augmentation to this contract and extended the contract expiration date to April 30, 2000.

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.

Although the project timeline was for a three-year project, from April 1997 to April 2000, the contract could only be written to June 30, 1999, in compliance with rules limiting

State contracts to three fiscal years. The project is on track in terms of the timeline, products and spending. The purpose of this time extension is to bring the SDSUF agreement in line with the CIWMB agreement, which the Commission extended in July 1998, to reflect the three-year project term through April 30, 2000.

This amendment would also add up to \$25,000 to the agreement to cover administrative expenses and personnel costs. The original SDSUF agreement did not include funds adequate to cover the Foundation's administrative fee (\$17,250). The remaining \$7,750 is to cover increases in benefit costs.

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 also promotes the development and installation of new waste disposal facilities and recycling collection centers at locations convenient to boaters. The three-year project is taking place in the San Francisco Bay and Delta area, and in Los Angeles, Orange and San Diego Counties.

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	

THIS 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 EXECUTIVE DIRECTOR	AGENCY CALIFORNIA COASTAL COMMISSION
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, hereafter called the State, and

CONTRACTOR'S NAME

**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) <i>Lane B. Yee</i>	BY (AUTHORIZED SIGNATURE) <i>Frank J. Di Santo</i>		
PRINTED NAME OF PERSON SIGNING LANE B. YEE	PRINTED NAME AND TITLE OF PERSON SIGNING FRANK J. DI SANTO, DIR., GRANTS & CONTRACTS ADMIN.		
TITLE CHIEF, ADMINISTRATIVE SERVICES	ADDRESS 5250 Campanile Drive SAN DIEGO, CA 92182-1900		

AMOUNT 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	
TOTAL AMOUNT ENCUMBERED TO DATE ,000.00	ITEM 3720-001-001	CHAPTER 162
	OBJECT OF EXPENDITURE(CODE AND TITLE) Clearing Account	STATUTE 1996
		FISCAL YEAR 96/97,

Department of General Services
Use Only
POLICY BUDGET

Department of General Service

APPROVED

'APR 18 1997.

BY
[Signature]

Signature of Accounting Officer <i>[Signature]</i>	T.B.A. NO.	B.R. NO.
	DATE 4/10/97	

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

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.

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.

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: