

Contract

between

South Bay Cities Council of Governments

and

San Diego State University Research Foundation

This document is to serve as a Contract between South Bay Cities Council of Governments, with its principal offices located at 20285 South Western Avenue, #100 Torrance, CA 90501 (hereinafter referred to as "AGENCY") and San Diego State University Research Foundation (hereinafter referred to as "Contractor"), a non-profit corporation under the laws of the State of California, in the City of San Diego, with its principal offices located at 5250 Campanile Drive, San Diego, CA 92182.

WITNESSETH THAT:

WHEREAS, AGENCY desires to obtain the services of the Contractor to perform work under this Contract; and,

WHEREAS, the Contractor has represented to AGENCY that it is knowledgeable, qualified, and expert in skills required for this project and covenants that it is capable of performing the services required under this agreement and desires AGENCY to engage its services; and

WHEREAS, AGENCY recognizes that the Contractor is acting as an independent contractor in the performance of work under this Contract,

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I. SCOPE OF WORK; STATUS OF PARTIES; COOPERATION.

The Contractor agrees to undertake, carry out, and complete for AGENCY, in a satisfactory and competent manner, the work and services set forth in Exhibit A, upon receipt of a written memorandum issued by the AGENCY for each task, and the project budget in an amount not to exceed \$125,000 as set forth in Exhibit B, both of which are attached hereto and made part hereof.

In addition to the specific services and formal reports required hereunder, AGENCY and CONTRACTOR will consult on relevant matters during the performance of this agreement in order to assure a well integrated effort.

ARTICLE II. KEY PERSONNEL.

Key personnel for this Project shall include:

Dr. Bruce Appleyard, serving as the Contractor's Project Director.

Mohja Rhoads, serving as AGENCY's Program Manager.

Contractor shall not replace or substitute another individual as its project director without the expressed written prior approval of AGENCY.

ARTICLE III. PERIOD OF PERFORMANCE.

The period of performance of this Contract shall be from April 1, 2015 through October 31, 2017.

ARTICLE IV. COMPENSATION AND MAXIMUM COST.

In full and complete consideration of Contractor's performance under this Agreement, Contractor shall be reimbursed for approved and allowable costs incurred in providing the work required of this Contract not to exceed a maximum amount of \$125,000.00. Authorizations for budget expenditure will be provided in phases as more information and understanding of the project requirements are developed. No work will be reimbursed without an authorization.

ARTICLE V. PAYMENT.

Contractor shall be reimbursed for allowable compensation up to a maximum of \$125,000.00. Payment to Contractor shall be made within thirty (30) days upon receipt and approval by AGENCY of an itemized invoice showing invoice number, hours per day and task expended by approved budget categories, receipts of pre-approved expenses, a summary of the work performed, expenditures for the period covered by the invoice, and cumulative expenditures to date.

All invoices submitted must contain the following certification statement: "I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by the Contractor's Director of Grants and Contracts Administration or his designee.

Invoices shall be submitted monthly. Final invoices shall be received by AGENCY no later than 90 days after October 31, 2017. On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher," AGENCY shall pay to the Contractor any balance of allowable cost upon receipt of reimbursement from Metro (Grantor).

ARTICLE VI. FINANCIAL MANAGEMENT SYSTEMS.

Contractor shall maintain acceptable financial management systems during the term of the Contract. Such systems shall provide:

- accurate, current and complete disclosure of the financial activity under this Contract;
- records that identify the source and application of the Contractor's funds;
- effective control over and accountability for all funds, property and other assets;
- comparison of actual outlays with budgeted Contract amounts;
- consistency with the applicable regulatory cost principles; and,
- accounting records supported by source documentation.

The Contractor is an organization subject to the uniform administrative requirements of 2 CFR Part 215 and arranges for audits that comply with OMB Circulars A-133, A-128 or equivalent guidelines. Upon request, Contractor shall provide AGENCY with a copy of all written reports that were prepared by the Contractor's independent accountant.

ARTICLE VII. RECORDS RETENTION AND AUDIT.

AGENCY shall have access to and the right to examine and audit directly, during normal business hours, pertinent books, documents, papers, and records of Contractor up to a period of three years beyond the completion of the Contract.

ARTICLE VIII. HOLD HARMLESS.

SDSU Research Foundation shall defend, indemnify and hold harmless AGENCY, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SDSU Research Foundation, its officers, agents or employees.

AGENCY shall defend, indemnify and hold harmless the SDSU Research Foundation, San Diego State University, Trustee of the California State University, the State of California, the Federal Government, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AGENCY, its officers, agents or employees.

ARTICLE IX. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, the following insurance coverage:

- A. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- B. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- C. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

ARTICLE X. TERMINATION.

Contractor shall use its best efforts to provide the services herein contained at the time and in the manner herein provided. This Contract may be terminated without cause by AGENCY or by the Contractor at any time upon the giving of thirty (30) days prior written notice to the other party. Said notice shall be given to the person executing this Contract. In the event of termination, the Contractor is entitled to payment for work performed as of the date of the notice, unless otherwise stated in the notice.

ARTICLE XI. CERTIFICATION REGARDING DEBARMENT.

This Agreement is subject to debarment and suspension regulations published in the Federal Register for May 26, 1988.

ARTICLE XII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE XIII. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed the parties at their addresses indicated on the face sheet below.

Prime Recipient Contacts	Subrecipient Contacts
<p>Administrative Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>	<p>Administrative Contact</p> <p>Name: Tatiana Bosquet, SR Administrator Sponsored Research Administration</p> <p>Address: 5250 Campanile Drive San Diego, CA 92182-1934</p> <p>Telephone: 619.594.7896</p> <p>Email: tbosquet@foundation.sdsu.edu</p>
<p>Project Director</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>	<p>Project Director</p> <p>Name: Dr. Bruce Appleyard School of Public Affairs</p> <p>Address: 5500 Campanile Drive San Diego, CA 92182</p> <p>Telephone: 619.594.1180</p> <p>Email: bappleyard@mail.sdsu.edu</p>
<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>	<p>Financial Contact</p> <p>Name: Tatiana Bosquet, SR Administrator Sponsored Research Administration</p> <p>Address: 5250 Campanile Drive San Diego, CA 92182-1934</p> <p>Telephone: 619.594.7896</p> <p>Email: tbosquet@foundation.sdsu.edu</p>
<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>	<p>Authorized Official</p> <p>Name: Renée L. Lechner, Director Sponsored Research Administration</p> <p>Address: 5250 Campanile Drive San Diego, CA 92182-1934</p> <p>Telephone: 619.594.4349</p> <p>Email: awards@foundation.sdsu.edu</p>

ARTICLE XVI. FORCE MAJEURE.

The Subrecipient is not liable for failure to perform their obligations if such failure is a result of Acts of God (including fire, flood, freezing, earthquake, hurricane, storm, tornado, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

If the Subrecipient asserts Force Majeure as an excuse for failure to perform their obligation, then the Subrecipient must prove that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that the Subrecipient substantially fulfilled all non-excused obligations, and that SDSU Research Foundation was notified in a timely manner of the likelihood or actual occurrence of an event described in Article XVI. Force Majeure.

ARTICLE XV. ENTIRE AGREEMENT.

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

ARTICLE XVI. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by electronic mail with confirmed response or U.S. first class mail addressed the parties at their addresses indicated in Article XIII.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date hereof.

San Diego State University Research Foundation

By _____
Sandra M. Nordahl, CRA
Director
SR Contracting and Compliance

By _____
James F. Goodhart
Chair
South Bay Cities Council of Governments

Date _____

Date _____

EXHIBIT A

SCOPE OF WORK AND BUDGET FOR PHASE 1 to be completed by June 30, 2016

SDSU's Role in the Sustainable South Bay Transportation and Land Use Implementation Framework

Dr. Bruce Appleyard and his research assistants will conduct the transportation/land use/environmental modeling and analyses necessary for Sustainable South Bay Transportation and Land Use Implementation Framework by doing the following:

Use GIS, spreadsheet, and other programs (Smart Mobility Framework Model and similar models) to estimate GHG reductions and broader benefits - **Phase I**. The framework and modeling effort developed by the SDSU team will explore and analyze the effects of various transportation and land use policies and practices, not only on GHG, but other sustainability and livability performance measures. **Schedule: to be completed by June 30, 2016**

Task 1: Review and comment on the list of potential strategies and indicators compiled by the South Bay Cities Council of Governments (SBCCOG).

Deliverable: written comments on potential strategies and indicators.

Task 2: Work with the SBCCOG to draft methodology for calculating the GHG emission reductions for Transportation and Land Use. Methodology must be consistent with existing CAP protocol and resources (CAEB, CAPCOA, CEQA). In addition, incorporate methodology for recently completed SBCCOG GHG emissions inventories, including activity data, methodology for emissions factors (EMFAC) and adjusted business as usual projections. Take into account other measures developed in the Energy Efficiency CAP chapters to ensure that build off of each other and are not doubled counted. Methodology to calculate reductions must be consistent with inventory methodology or provide justification if any changes are recommended. **Deliverable:** written report on the agreed upon methodology for calculating GHG emissions in a template to be provided by the SBCCOG.

Task 3: Calculate GHG emissions reductions by Transportation and Land Use strategies or bundles of strategies for each city based on agreed upon methodology. Complete an initial run with no more than two additional scenarios to help each city finalize selection for strategies to meet GHG reduction targets. Develop indicator goals as appropriate to match with strategies and SGC state goals. Recalculate GHG emission reductions based on city feedback.

Deliverable: A measures report for each South Bay city with Transportation and Land Use strategies and associated GHG emissions reductions, indicator targets,

and final methodology describing assumptions and data inputs. Calculations will be verified for accuracy by the SDSU and SBCCOG. SDSU to deliver the complete dataset used to calculate emissions to the COG.

Task 4: Develop monitoring tools for SBCCOG and city staff to monitor and track implementation progress indicators. **Deliverable:** tools for monitoring and tracking implementation progress and indicators.

Task 5: Prepare materials for meetings with each South Bay city (15) for sections of GHG emission strategies. As requested provide technical support, written memos and documents, and presentation slides. Respond to questions or inquiries related to strategies and process for calculating reductions. Be available to meet with city staff or present to Commissions and Councils as needed. It is anticipated that there will be no more than two rounds of meetings with cities for the initial phase I of strategy development. - **Deliverable:** informational documents as needed.

Task 6: Review completed draft CAP chapters developed by the SBCCOG. - **Deliverable:** written comments on chapters.

SUBSEQUENT PHASES WILL BE AUTHORIZED IN A BUDGET AMENDMENT SIGNED BY BOTH PARTIES

SDSU will initiate work on each of the 5 tasks upon receipt of a written memorandum issued by the SBCCOG

4/1/2015-10/31/2017

			YEAR 1	YEAR 2	YEAR 3	
			12 months	12 months	8 months	TOTAL
			4/1/15-2/29/16	3/1/16-2/28/17	3/1/17-10/31/17	
A.	% Effort					
1	PI, Bruce Appleyard	25% Academic Year	\$17,503	\$18,028	\$10,316	\$ 45,847
		35% Summer	\$ 8,168	\$ 8,413	\$ 8,665	\$ 25,246
2	Graduate Assistants	25% Academic Year	\$ 5,069	\$ 5,221	\$ 2,390	\$ 12,680
	Graduate Assistants	50% Summer	\$ 3,380	\$ 1,773	\$ 1,434	\$ 6,587
		Total	\$34,120	\$33,435	\$22,805	\$ 90,360
B. FRINGE BENEFITS						
1	PI (Academic Year)		\$ 8,419	\$ 8,671	\$ 4,962	\$ 22,052
	PI (Summer)		\$ 2,042	\$ 2,103	\$ 2,166	\$ 6,311
2	Graduate Assistants – Academic Year		\$ 862	\$ 888	\$ 406	\$ 2,156
	Graduate Assistants - Summer		\$ 575	\$ 302	\$ 244	\$ 1,121
		Total Fringe Benefits	\$11,898	\$11,964	\$ 7,778	\$ 31,640
*rates reflect 3% escalation		TOTAL PERSONNEL	\$46,018	\$45,399	\$30,583	\$122,000
C. EQUIPMENT						
		TOTAL EQUIPMENT	\$ -	\$ -	\$ -	\$ -
D. TRAVEL						
1	Domestic Travel		\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000
2	International Travel		\$	\$	\$	\$
		TOTAL TRAVEL	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000
F. OTHER DIRECT COSTS						
		TOTAL DIRECT COSTS	\$47,018	\$46,399	\$31,583	\$125,000
	F&A @ MIDC			Not allowed		
	TOTAL PROJECT COSTS		\$47,018	\$46,399	\$31,583	\$125,000