

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 4
Mtg. Date July 19, 2016
Dept. City Manager

Item Title: San Diego State University Sage Project

Staff Contact: Lydia Romero, City Manager and Laureen Ryan, Administrative Analyst

Recommendation:

Adopt a resolution (**Attachment B**) approving participation in the San Diego State University (SDSU) Sage Project and authorizing the City Manager to execute a Memorandum of Understanding to partner with SDSU on the Sage Project.

Item Summary:

The Sage Project puts students and local governments together to provide students an opportunity to engage in meaningful real-world projects while providing local government the opportunity to leverage the resources of the university to complete community projects that may otherwise be delayed. Staff has approximately 7 projects for consideration. The staff report (**Attachment A**) describes the proposed projects for consideration by SDSU under the Sage Project.

Fiscal Impact:

The cost of participating in the Sage Project depends on the number of projects approved by SDSU as well as the number of classes working on each project. Typically the fee for each project ranges from \$15,000 - \$50,000. Stipulated in the MOU will be a not to exceed amount of \$150,000. Should Council approve the MOU, the additional cost will be added to the Non-Departmental cost in the budget.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- | | |
|-----------------|------------------------------|
| A. Staff Report | C. MOU and Project Agreement |
| B. Resolution | |

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 4

Mtg. Date July 19, 2016

Item Title: **San Diego State University Sage Project**

Staff Contact: Lydia Romero, City Manager and Laureen Ryan, Administrative Analyst

Discussion:

The Sage Project is a partnership between San Diego State University (SDSU) and a local government in the San Diego region. It is modeled after the University of Oregon's Sustainable Cities Initiative, which allows students to tackle community issues with city officials. The objective of the Sage Project is to help the public good by focusing thousands of hours of course-based effort within a community.

SDSU students, through their course work, engage in meaningful real-world projects where they are able to generate ideas, designs and solutions to assist the partner city in areas of need, while contributing to the quality of life for residents and the community. Students from across the University assist with partner-directed projects to address smart growth, quality of life and sustainability goals. SDSU students and faculty connect with high-priority, high-need community projects, thereby generating interest and fresh ideas that can create momentum and provide real service to the community.

The Sage Project promotes student success by providing college classes with opportunities for applied learning, service in local communities and research. Students are able to engage in meaningful work that helps address real city challenges, while also developing personal connections with a local community, and acquiring skills and experiences to prepare them for a future in the workforce.

The Sage Project offers course work from a wide variety of disciplines to assist the partner city, including:

- City Planning
- Engineering
- Public Administration
- Computer Science
- Graphic Design
- Political Science
- Marketing
- Recreation/Tourism
- Communication
- Homeland Security
- Event Planning
- Finance
- Social Work
- Other

Upon completion of each project or milestone, students present their designs, analyses, solutions and recommendations to the partner city in a public format. The students' work is then consolidated into a professional report that the partner city can use for decision-making.

Past Sage Partners:

SDSU's city partner for the 2013-14 and the 2014-15 academic years was National

Attachment A

City. As with other municipalities, National City was challenged to complete needed community projects and became the first official partner with SDSU under the Sage pilot program. Course projects were tied directly to the goals and initiatives outlined in National City's 2013 Strategic Plan and were developed in consultation with National City staff, thereby ensuring that there was a real need for the work. Because the projects were top city priorities, the ideas, designs, products, and services provided by the students generated real-world impact by addressing critical but unmet community needs.

Some of the projects in National City have included:

- Street improvements to slow traffic, enhance pedestrian safety and address storm water runoff
- Land-use analysis and designs for downtown revitalization
- Product design for sound walls
- Improved wayfinding signage
- Solar cell installation analysis
- Long-range property management plan

Through the Sage Project, more than 800 students have had the opportunity to work with National City staff and city officials on developing creative ideas, designs and potential solutions while seeing how their academic work can have a positive impact on a community.

SDSU's has had several other past partners for various smaller projects dealing with issues such as homelessness for the City of San Diego and creating GIS layers of park and recreation assets, private storm water inlets and missing sidewalks for the City of Santee.

In all, the Sage Project has contributed over 100,000 student hours toward local municipal efforts, exposed over 2,400 students to local government including over 73 courses and 28 disciplines. It is staffs recommendation that City Council approve the MOU with San Diego State University.

Attachment A



Lemon Grove Image Development including Gateway improvements and way-finding signage

Project Goals/Summary

To create a mission statement that synthesizes Lemon Grove's focus moving forward. To develop the mission statement into a citywide branding campaign with design elements that will incorporate the following: Lemon Grove gateway improvements, way-finding signage, overhead street marquis signs, etc.

Specific Issues, problems or concerns that students may be able to address

Students will be challenged to uncover Lemon Grove's unique identity as a city and within the region.

Sustainability and Quality of Life Impacts

Quality of Life is positively impacted by the influence imaging has on economics, for example directing visitors through the city to retail destinations, as well as social factors, for example directing citizens to local parks or biking and walking paths, and imaging is also highly related to the built environment.

Designated Staff Lead

City Manager's Office

Staff Involved

City Manager, Administrative Analyst

Funding Sources Anticipated or Sought

General department funds

Partner Organizations and their roles

School District, service clubs, faith-based organizations. The City of Lemon Grove has very active service organizations, among them the Lions Club and the Soroptomist Club.



Infrastructure Maintenance Methodology and Gap Analysis

Project Goals/Summary

Create a formal municipal infrastructure funding and maintenance plan. Analyze prospective funding for street/storm water/sewer maintenance.

Specific Issues, problems or concerns that students may be able to address

With dwindling revenue sources the City does not have the funds to maintain its current infrastructure. The City's streets, storm drains and sewer system are eroding faster than the City can repair and/or replace them. Outdated studies are on file but new studies are necessary to assess the current status of these assets and the amount of funding (and the funding sources necessary to increase the level of each asset.

Sustainability and Quality of Life Impacts

Developing a methodology for maintaining the City's infrastructure will enhance the environmental health of the community.

Designated Staff Lead

Public Works Director

Staff Involved

Public Works Department

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

N/A

Attachment A



Parks and Recreation Program Analysis

Project Goals/Summary

With the elimination of the City's Recreation Department in 2007, a skeleton crew has managed a full cost recovery program for recreation services. However, the goal will be to look at the following: the original design and planned purpose for the park and present maintenance, how is the park now being used and by what groups, any issues related to crime and disorder, and whether the local community sees the park as unsafe, or as a safe and desirable place. The City is also interested in creating a list of other park uses, for example special event programming and organized events that provide structure and enjoyable activities and facilitate safety, good sportsmanship and community participation. Lastly, identify funding streams that support the goals of the parks and recreation program.

Specific Issues, problems or concerns that students may be able to address

Students will be challenged by limited staff funding, crime prevention, park maintenance, park design and park and recreation development and activities promotion.

Sustainability and Quality of Life Impacts

Parks provide an opportunity for physical and leisure activities which improves moods, reduces stress and enhances a sense of wellness for residents. They are a vital element of green open space in Lemon Grove's urban environment and a vital element in green-house gas reduction. Creating a sustainability plan for maintenance, activities and beautification for Lemon Grove's parks will support social interaction, which is critical to maintaining community cohesion and community pride. Giving residents a place to gather and share experiences, socialize and build community bonds will have an immense impact on the quality of life within Lemon Grove.

Designated Staff Lead

Public Works Director

Staff Involved

Public Works Department

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

School District, service clubs, faith-based organizations

This project has been combined with the following Urban Agriculture Project.

Urban Agriculture (as part of Parks and Recreation)

Project Goals/Summary

The goal of this project is to look at the feasibility of developing a sustainable urban agriculture program and/or community garden projects in the City. The City of Lemon Grove has no designated area for residents to grow their own food or maintain gardens for growing food. There are currently no ordinances that address urban agriculture within the City. The goal of this project is to assess the feasibility of creating a space for residents to contribute to their food system.

Specific Issues, problems or concerns that students may be able to address

The students will address finding locations suitable for a community garden and they will assess the level of community engagement and the economic feasibility of both urban agriculture and community gardens.

Sustainability and Quality of Life Impacts

Community gardens increase food security, nutrition, and provide more direct access to fresh vegetables and fruits. Urban agriculture provides economic opportunities. Community gardens promote a sustainable environment and foster community based education programs.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

Attachment A



Public Art Project

Project Goals/Summary

Look at the best area to create an art district, create focal art pieces in the district and design gateways to the district. Uncover motivations and expectations of the residents that will drive the development of a public art district and a public art program. The goal is also to align the art district with the City's brand and to identify areas throughout the city to install art pieces.

Specific Issues, problems or concerns that students may be able to address

The students will need to look at the feasibility of an art district and will need to identify areas throughout the city where art installations will be most effective.

Sustainability and Quality of Life Impacts

Public art is an economic way to drive revitalization in urban areas. Public art can have a transformative effect on communities. Public art adds to a community's identity and can provide purpose and identity for the community. An art district and art installations throughout the city will expose residents of all demographics to experience art in their everyday lives. An art district ties into the overall beautification of the City.

Designated Staff Lead

Interim Development Services Director

Map of Site

Students will develop

Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

This project will be combined with the following Art Walls Project.

Art walls (as part of Public Art Project)

Project Goals/Summary

To enhance residents and visitors City experience by providing art on building exteriors and walls that would otherwise be covered in graffiti. The goal of the project is to reduce graffiti by covering walls in art. These art walls will create a sense of community in connecting art with the public.

Specific Issues, problems or concerns that students may be able to address

Students may be challenged getting property owners aligned with this goal. There may be challenges with the school district incorporating an art program within their curriculum. Abating graffiti may be challenging for the students, depending on how prolific it is in the community.

Sustainability and Quality of Life Impacts

Art walls create a sense of community pride and a sense of place for its residents. The art walls can be used to create a sense of heritage, vision or opportunity. Public art increases access to art for all residents and visitors. While art walls improve urban aesthetics, the hope is to ultimately save taxpayers money on graffiti abatement.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services Department

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

School District, service clubs, faith-based organizations

Attachment A



Homeless outreach/resources

Project Goals/Summary

To uncover what services are needed and what solutions would be most effective in solving the unsheltered homeless issue in the City of Lemon Grove. While the 2015 unsheltered homeless count showed 11 unsheltered homeless in the City, there has been an increase in homeless individuals within the City. The goal is to find what resources are available to match the needs of those living on the streets, in cars and in tents.

Specific Issues, problems or concerns that students may be able to address

Students will survey the homeless to assess their needs. Students will address the issues of Lemon Grove's homeless and find solutions to ending their homelessness.

Sustainability and Quality of Life Impacts

Getting the unsheltered homeless off of the streets improves the lives of all residents. Homelessness affects the local economy, public safety and public health. Homelessness can affect an individual or a family at any time and having a system in place to assist will alleviate the length of time homelessness is experienced.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services Department and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds



Tactical Urbanism

Project Goals/Summary

The project goal is to create a plan to implement tactical urbanism in different areas within Lemon Grove. For example, this may include planning a ciclovia for the day or temporarily changing the landscape of a street in order to replicate a complete-street, etc. The goal of this project would be to present different scenarios in select locations throughout the city where the residents, city planners and visitors can experience a proposed change in the built environment.

Specific Issues, problems or concerns that students may be able to address

The students would need to be familiar with the General Plan update and understand some of the proposed changes in the plan.

Sustainability and Quality of Life Impacts

The potential impact of this plan is that residents will be able to experience a temporary change in the built environment before a permanent change is made. The temporary change can provide valuable feedback for planning and can tie-in with place-making as a way to implement various place-making designs.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles:

Attachment A



Place-making

Project Goals/Summary

The goal of this project is to create a collaborative process by which the residents of Lemon Grove shape the use of public space within the City to maximize shared values. More than just promoting better urban design, place-making will facilitate creative patterns of use, paying particular attention to the physical, cultural, and social identities that define Lemon Grove and support its ongoing evolution. The goal is to engage residents in the planning of quality public spaces that contribute to people's health, happiness, and well being. The most effective approach for creating and revitalizing public spaces is by adopting a collaborative community process.

Specific Issues, problems or concerns that students may be able to address

The students will be able to engage the community in gathering valuable information about what the residents want regarding planning for public spaces within the City. The students can facilitate focus groups and community workshops to collect relevant planning information to be shared with the Development Services Department.

Sustainability and Quality of Life Impacts:

Place-making creates access to quality recreation activities while increasing real economic opportunity through green built environment spaces. Place-making can strengthen the bond between people and the places they share.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

Rick Engineering, Circulate San Diego, CHIP, HHSA

Attachment A

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) authorizing the City Manager, or her designee, to sign the MOU and the Project Agreement (**Attachment C**) with San Diego State University.]

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE PROJECT AGREEMENT AND THE MOU BETWEEN SAN DIEGO STATE UNIVERSITY AND THE CITY OF LEMON GROVE TO BE THE 2016/2017 SAGE PROJECT PARTNER

WHEREAS, San Diego State University has identified the City of Lemon Grove as its 2016/2017 partner; and

WHEREAS, the City of Lemon Grove City Council has expressed interest in many of the proposed projects; and

WHEREAS, the Project Agreement and the MOU (Attachment C) outline the responsibilities of San Diego State University and of the City of Lemon Grove; and

WHEREAS, the City Council has reviewed the Project Agreement and the MOU; and

WHEREAS, it is in the City's best interest to approve said Agreement and MOU.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Approves the Project Agreement and the MOU with San Diego State University; and
2. Authorizes the City Manager or designee to execute and manage all contractual documents. |

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Attachment C

**Memorandum of Understanding
Between
The Board of Trustees of the California State University System, on behalf of
San Diego State University
and
The City of Lemon Grove**

This Memorandum of Understanding (“MOU”) is entered into on this 9th day of June, 2016 by and between the City of Lemon Grove, a municipal corporation (the “City”) and the Board of Trustees of the California State University system, on behalf of San Diego State University (“SDSU”).

RECITALS

WHEREAS, the City and SDSU desire to continue their relationship in which SDSU and the City collaborate on a variety of programs; and

WHEREAS, an example of such a program is the Sage Project; and

WHEREAS, the collaboration between the parties may give rise to specific projects in which SDSU may be able to assist the City with an issue, concern, or problem; and

WHEREAS, the purpose of this MOU is to outline the general parameters of the collaboration; and

WHEREAS, the City and SDSU will enter into a separate Project Agreement for each project;

NOW THEREFORE, the City and SDSU agree as follows:

1. Project Agreement. The City and SDSU shall enter into a separate Project Agreement for each project. A copy of the template for the Project Agreement is attached to this MOU as Exhibit “A”. SDSU and the City agree to each and every provision of the attached Project Agreement.

2. General Responsibilities of the City. The City shall:

A. Work with SDSU to develop potential projects;

B. Provide information in support of each project including, but not limited to, reports, designs, plans, and data sets;

C. Assist SDSU with identifying stakeholders, public engagement activities, and community contacts in support of each project, as applicable; and

D. Host student field trips to help establish the context for projects, as applicable.

Attachment C

2. General Responsibilities of SDSU. SDSU shall:

- A. Assign qualified students to work on each specific project;
- B. Assign qualified faculty member(s) to supervise the performance of the student(s) on the specific projects;
- C. Assist with the development of a scope of work for each project;
- D. Provide logistical support for each project; and
- E. Develop communications about the Programs and the specific projects.

3. Effective Date and Length of the MOU. This MOU will become effective on July 1, 2016. The duration of this MOU is for the period of 1 year and 6 months, from July 1, 2016, through December 31, 2017.

4. Contacts. The parties shall assign a contact person who shall have responsibility for the execution and progress of this MOU.

The contact person for the City:

Lauren Ryan
Administrative Analyst
City Manager's Office
City of Lemon Grove
3232 Main St
Lemon Grove, CA 91945

The contact person for SDSU:

Jeffrey S. Fratt, C.P.M.
Assistant Director
Reference Agreement 40105676
Contract and Procurement Management
San Diego State University
5500 Campanile Dr. AD 116
San Diego, CA 92182-1616

5. Termination. This Agreement may be terminated with or without cause by either party. Termination shall be effective upon thirty (30) day's written notice to the other party.

6. Assignment. Neither this MOU nor any interest herein may be assigned by either party without the prior written consent of the other party. Neither party shall subcontract to any other person, entity or agency the performance of any of its obligations under this MOU without the prior written consent of the other party.

Attachment C

7. Capacity and Authority. All individuals signing this MOU represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

8. Miscellaneous Provisions.

A. *Captions.* Any captions to, or headings of, the sections or subsections of this MOU are solely for the convenience of the Parties, are not a part of this MOU, and shall not be used for the interpretation or determination of the validity of this MOU or any provision hereof.

B. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this MOU shall not be deemed to confer any rights upon, or obligate the Parties, to any person or entity other than the parties hereto.

C. *Exhibits and Schedules.* Any Exhibits and Schedules attached to this MOU are incorporated into this MOU by this reference for all purposes.

D. *Amendment to this MOU.* The terms of this MOU may not be modified or amended except by an instrument in writing executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date and year first above written.

[Signature Page to Follow]

CITY OF LEMON GROVE

SAN DIEGO STATE UNIVERSITY

By: _____
Lydia Romero
City Manager

By: _____
Agnes Wong Nickerson
Associate Vice President
Financial Operations

APPROVED AS TO FORM:

By: _____
Radmila Prislin
Associate Vice President for Academic Affairs

James P. Lough
City Attorney

Attachment C

**PROJECT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY SYSTEM,
ON BEHALF OF
SAN DIEGO STATE UNIVERSITY
AND
THE CITY OF LEMON GROVE**

This Project Agreement (“Agreement”) is entered into on this _____ day of _____, 20__ by and between the City of Lemon Grove, a California charter city (the “City”) and the Board of Trustees of the California State University system, on behalf of San Diego State University, Sage Project (“SDSU”).

RECITALS

WHEREAS, the City and SDSU entered into a Memorandum of Understanding (“MOU”) dated March 4, 2015, which outlines the general parameters of the collaboration between the City and SDSU; and

WHEREAS, the MOU states that the City and SDSU will enter into a separate Project Agreement for each project; and

WHEREAS, the City and SDSU desire to enter into this Project Agreement for ____.

NOW THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and SDSU agree as follows:

AGREEMENT

1. **ENGAGEMENT OF SDSU.** The City agrees to engage SDSU, and SDSU agrees to perform the services set forth in this Agreement in accordance with all terms and conditions contained herein.

2. **SCOPE OF SERVICES.** SDSU shall assist the City with the development of projects and programs that enhance the health and safety of the City’s residents. SDSU will perform services as set forth in Attachment “A”.

3. **PROJECT COORDINATION AND SUPERVISION.** _____ is designated as the Project Coordinator for the City and will monitor the progress and execution of this Agreement. SDSU shall assign a single Project Coordinator to provide supervision and have overall responsibility for the progress and execution of this Agreement for SDSU. Jessica Barlow is designated as the Project Coordinator for SDSU.

4. **COMPENSATION AND PAYMENT.** The total cost for all work described in Attachment “A” shall be _____. Payment shall be in one lump sum and is due upon completion of the services as set forth in Exhibit “A”. This payment is the only financial responsibility of

Attachment C

the City. The City shall not be responsible for any other expenses related to the performance of the services pursuant to this Agreement.

5. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on _____. The duration of this Agreement is for the period of _____ through _____. Completion dates or time durations for specific portions of the Project are set forth in Attachment “A”.

6. **INDEPENDENT CONTRACTOR.** Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. SDSU’s employees and students are not employees of the City, and are not entitled to any of the rights, benefits, or privileges of the City’s employees, including but not limited to retirement, medical, unemployment, or workers’ compensation insurance.

7. **CONTROL.** Neither the City nor its officers, agents, or employees shall have any control over the conduct of SDSU or any of SDSU’S employees, students, or volunteers, except as herein set forth, and SDSU or SDSU’s agents, servants, employees, students, or volunteers are not in any manner agents, servants, or employees of the City, it being understood that SDSU, its agents, servants, employees, students, and volunteers are as to the City wholly independent contractors, and that SDSU’s obligations to the City are solely such as are prescribed by this Agreement.

8. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned by SDSU without the prior written consent of the City. SDSU shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of the City.

9. **COMPLIANCE WITH APPLICABLE LAW.** SDSU, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of Lemon Grove, whether now in force or subsequently enacted.

10. **NON-DISCRIMINATION PROVISIONS.** SDSU shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. SDSU will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11. **CONFIDENTIAL INFORMATION.** The City may from time to time communicate to SDSU certain confidential information to enable SDSU to effectively perform the services to be provided herein. Such confidential information shall be in writing and shall be clearly marked as “CONFIDENTIAL INFORMATION” on the face of such document. SDSU shall treat all such information as confidential and shall not disclose any part thereof without the

Attachment C

prior written consent of the City. SDSU shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 11, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of SDSU, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of SDSU without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to SDSU by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

If SDSU receives a request for documents pursuant to the California Public Records Act, California Government Code sections 6250 through 6259, which SDSU received from the City regarding the subject matter of this Agreement, SDSU shall notify the City as soon as possible to give the City the opportunity to object and seek any appropriate relief. In its performance hereunder, SDSU shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

12. **INDEMNIFICATION AND HOLD HARMLESS.**

A. The California State University and SDSU agree to defend, indemnify and hold harmless the City of Lemon Grove, its officers and employees, agents, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the California State University's and SDSU's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees, or volunteers. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

B. The City agrees to defend, indemnify and hold harmless the California State University and SDSU, their trustees, officers, employees, agents, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the City's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the California State University and SDSU, their trustees, agents, officers, employees, or volunteers. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

13. **STATUS OF STUDENTS.** Students are not officers, agents, or employees of SDSU.

Attachment C

14. **INSURANCE.**

A. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

B. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

C. All California State University system and SDSU insurance requirements met by self-insurance, including but not limited to General Liability, Vehicle Liability, and Workers' Compensation, shall be in accordance with the limits of coverage set forth in the California State University General Liability, Workers' Compensation, Property, Professional Liability, and Automobile Liability Self-Insurance Program Letter and Certificate of Insurance Coverage, attached hereto and incorporated herein as Attachment 'B'."

D. SDSU shall provide professional and personal general liability coverage for students performing services pursuant to this Agreement through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are \$1,000,000.00 for each Loss and \$2,000,000.00 Aggregate for all Covered Parties, and not per student. The City shall be named as an additional insured under the SAFECLIP Program.

E. The self-insurance and SAFECLIP Program above shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any policies held by the City shall not contribute to any loss under said self-insurance and SAFECLIP Program. Said self-insurance and SAFECLIP Program shall provide for thirty (30) days' prior written notice to the City of cancellation or material change.

F. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If such self-insurance and SAFECLIP Program are not kept in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

15. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, the party shall pay its own costs and expenses of suit, including attorneys' fees.

16. **DISPUTE RESOLUTION.** Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by the Project Coordinators of the City and SDSU shall be brought to the attention of the City Manager, or designee, of the City and the Associate Vice President, Financial Affairs, or designee, of SDSU for joint resolution. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement. Despite an unresolved dispute, the City and SDSU shall continue without delay to perform its

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responsibilities under this Agreement. The Parties shall keep accurate records of their services in order to adequately document the extent of their services under this Agreement.

17. **TERMINATION**. If either party wishes to terminate this Agreement due to non-performance or failure to meet expectations, the terminating party will consult with the other party to seek resolution. Notwithstanding the above, this Agreement may be terminated with or without cause by the either party upon 30 days' prior written notice to the other party. In the event of termination, all finished or unfinished Reports, Data, Methods, Analysis, Recommendations, and other documents prepared by SDSU, whether paper or electronic, shall immediately be delivered to the City. SDSU shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable pursuant to this Agreement, and less any damages caused the City by SDSU, if any.

18. **LOGOS**. Neither party shall use any identifying logos or marks of the other without the express written permission of the other party.

19. **NOTICES**. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To City: Laureen Ryan
 Administrative Analyst, City Manager's Office
 City of Lemon Grove
 3232 Main St
 Lemon Grove, CA 91945

To SDSU: Jeffrey S. Fratt, C.P.M.
 Assistant Director
 Reference Agreement # _____
 Contract and Procurement Management
 San Diego State University
 5500 Campanile Dr. AD 116
 San Diego, CA 92182-1616

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed

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address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

20. **CAPACITY AND AUTHORITY.** All individuals signing this Agreement represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

21. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the

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parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

SAN DIEGO STATE UNIVERSITY

By: _____
Lydia Romero
City Manager

By: _____
Agnes Wong Nickerson
Associate Vice President
Financial Operations

APPROVED AS TO FORM:

By: _____
Radmila Prislin
Associate Vice President
for Academic Affairs

By: _____
James P. Lough
City Attorney