


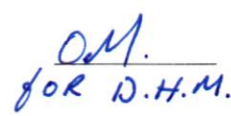
**Agenda Item
No.**

C-1

DATE SUBMITTED 02/13/2025
 SUBMITTED BY E. Haller
 DATE ACTION REQUIRED 02/19/2025

COUNCIL ACTION (X)
 PUBLIC HEARING ()
 REQUIRED
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING I. APPROVAL AND SIGNING CEREMONY OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL, SAN DIEGO STATE UNIVERSITY, AND THE SAN DIEGO STATE UNIVERSITY, IMPERIAL VALLEY CAMPUS	
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE AND LIBRARY	
BACKGROUND/SUMMARY: San Diego State University, Imperial Valley Campus, and the City of Imperial identify the potential impact on students and parents by collaborating to provide local access to resources at the Imperial Public Library. A Memorandum of Understanding (MOU) between the City of Imperial, San Diego University, and the San Diego State University, Imperial Valley Campus, has been created to expand educational opportunities and promote economic growth in our region. SDSU/IV representatives will be provided access to and use of library space to provide CSU and UC workshops, financial aid and scholarship workshops, parent workshops, and guest lectures for the community. In addition, a workspace and additional resources will be available at the public library. The term identifies three (3) years from its effective date, with each party able to terminate the MOU by providing a minimum of six (6) months' notice.	
FISCAL IMPACT: None	FINANCE INITIALS _____
STAFF RECOMMENDATION: Staff recommends that the City Council approve the Memorandum of Understanding (MOU) between San Diego University, San Diego State University, Imperial Valley Campus, and the City of Imperial. We respectfully request Council's approval of the MOU and authorization to proceed with the signing ceremony on February 19, 2025.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u></u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF IMPERIAL,
SAN DIEGO STATE UNIVERSITY,
AND SAN DIEGO STATE UNIVERSITY, IMPERIAL VALLEY CAMPUS**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this _____ day of _____, 2025 between the **CITY OF IMPERIAL** (hereinafter “City”), **SAN DIEGO STATE UNIVERSITY** (hereinafter “SDSU”) and **SAN DIEGO STATE UNIVERSITY, IMPERIAL VALLEY CAMPUS** (hereinafter “IV-SDSU”). Collectively, these entities are referred to as “the Parties”.

A. PURPOSE.

The purpose of this MOU is to develop academic and community development cooperation and to promote mutual understanding between the Imperial County and SDSU/IV-SDSU, hereinafter "Parties."

B. AUTHORITY OF THE PARTIES TO ENTER INTO THIS MOU.

1. City is empowered to enter into cooperative MOUs with third parties to advance the City’s goals and objectives.
2. SDSU is one of the 23 universities of the California State University system. The President of SDSU has the authority, under the bylaws of SDSU, to enter into MOUs with other government entities to advance shared goals and help improve the quality of life for communities the university serves both on and off campus..

C. COMMON INTERESTS AND OBJECTIVE OF THE PARTIES.

SDSU/IV-SDSU and Imperial County have common interests and objectives in expanding educational opportunities and promoting economic growth in the San Diego - Imperial County Region, hereinafter “Region.”

D. GENERAL TERMS.

1. City commits to make reasonable efforts to provide the following to SDSU/IV-SDSU:
 - a. City shall allow SDSU/IV-SDSU access to City work stations, with approval of the Information and Technology Director.
 - b. City shall allow SDSU/IV-SDSU access to and use of the desk located in City Library’s Children’s Area.
 - c. City shall make the City Library Community Room available to SDSU/IV-SDSU staff for the following uses:

- i. CSU and UC Workshops
 - ii. Financial Aid and Scholarship Workshops
 - iii. Parent Workshops
 - iv. Guest Lecturers for Community
- d. Library Director shall coordinate with SDSU/IV-SDSU to arrange activities in the Library Community Room, in advance of the scheduled time. The expectation is that SDSU/IV-SDSU will utilize the Community Room one night per week for a period of two to four hours.
- e. City shall coordinate with SDSU/IV-SDSU to assist with being a location for SDSU/IV-SDSU to use in coordination with visiting schools from the northern part of the County.
- f. City shall provide a space for locked cabinet to be utilized by SDSU/IV-SDSU.
- g. SDSU/IV-SDSU shall provide its own computer to use for presentations in the Library Community Room.
- h. City shall authorize SDSU/IV-SDSU to utilize the eight public computers available for public use.
- i. City shall provide assistance with information board and smart television to identify key deadlines, workshops, lectures by SDSU/IV-SDSU.

2. Indemnity.

SDSU/IV-SDSU shall be responsible for all damages to persons or property that occur as a result of SDSU/IV-SDSU's or its officers, agents, employees, independent contractors, and volunteers' fault or negligence in connection with SDSU/IV-SDSU's participation in the Activity. Further, SDSU/IV-SDSU shall indemnify and save harmless the City, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of SDSU/IV-SDSU, its officers, agents, employees, independent contractors, and volunteers in connection with the Activity. City shall indemnify and save harmless SDSU/IV-SDSU, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of the City, its officers, agents, employees, independent contractors, and volunteers in connection with the Activity.

E. USE OF PARTIES' NAMES, LOGOS, REGISTERED TRADEMARKS, OR INTELLECTUAL PROPERTY.

It is the mutual understanding of the Parties that prior written approval is required before using the other Party's name or brand, logo, photography, videography, or other intellectual property rights in any advertising or associated publicity.

F. TERM OF MOU.

This MOU becomes effective on the date it is signed by both Parties ("Effective Date"). The MOU shall terminate three years from its Effective Date. Either Party may terminate this MOU by providing the other Party a minimum of six months' notice before the stated termination date. The term of the MOU may be extended by written mutual agreement of the Parties.

G. COORDINATION, MODIFICATIONS, AND FOLLOW-UP.

Administration of this MOU shall be the responsibility of the Dean of IV-SDSU and the Imperial City Manager. Any and all modification to this MOU must be approved in writing, by both designated representatives of the Parties, before they can become effective. All notices must be in writing and sent to the following addresses:

TO SDSU, IMPERIAL VALLEY CAMPUS:
San Diego State University Imperial Valley 720
Heber Ave., Calexico, CA 92231

TO CITY OF IMPERIAL:
City Manager
420 S. Imperial Avenue
Imperial, CA 92251

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first stated above.

SIGNATURES:

CITY OF IMPERIAL

SAN DIEGO STATE UNIVERSITY

By: _____

By: _____

Name: James Tucker

Name:

Title: Mayor

Title:

Attest:

Attest:

Attest: _____
By: **Kristina Shields, City Clerk**
City of Imperial, State of California