



**CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
UNIVERSITY OF CALIFORNIA, SAN DIEGO  
FOR EDUCATIONAL RESOURCES IN  
THE SAN DIEGO PUBLIC LIBRARY'S STEAM PROGRAMMING**

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**CONTRACT**

This agreement (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and University of California, San Diego, a California state university (University), (both referred to herein individually as Party, and collectively as Parties).

**RECITALS**

**WHEREAS** City conducts public education and outreach activities through its public library branches, and seeks to engage San Diego citizen of all ages, geographic locations, and socio-economic backgrounds through access to educational science, technology, engineering, art, and math programming.

**WHEREAS** University has the expertise, experience, equipment, and personnel necessary to provide access to such educational programming, and City forces are presently unable to adequately provide this service.

**WHEREAS** the Services contemplated by this Contract are of mutual interest and benefit to the University and City, and will further the educational, outreach, and scholarship objectives of the University and City.

**WHEREAS** University qualifies as an "Agency" defined in San Diego Municipal Code (SDMC) section 22.3003, and the University is registered as a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

**WHEREAS** pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Contract is exempt from competitive bidding requirements because this Contract furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

**WHEREAS** City and University wish to enter into an agreement whereby City will retain University to provide the Services described in section 1.1 below.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged, City and University agree as follows:

## **ARTICLE I UNIVERSITY SERVICES**

**1.1 Scope of Services.** University must provide the services described in Exhibit A (Services), which is incorporated herein by this reference.

**1.2 Contract Administrator.** The San Diego Public Library (Department) is the Contract Administrator for this Contract. The Contract Administrator's contact information is as follows:

Laura Yee  
Program Development Coordinator  
City of San Diego, Public Library  
330 Park Blvd.  
San Diego, CA  
92101  
619-236-5807  
LYee@sandiego.gov

**1.3 Applicable General Contract Terms and Provisions.** This Contract incorporates by this reference City's applicable General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Contract.** University is required to submit all forms and information listed in Exhibit C, incorporated herein by this reference, before this Contract is executed.

## **ARTICLE II DURATION OF CONTRACT**

**2.1 Contract Term.** This Contract will be for a period of five years beginning February 1, 2022, through January 31, 2027. (Term) Parties may agree to extend the Term beyond five years, however, such extension will only be valid with approval by City Council pursuant to San Diego Charter Section 99.

**2.2 Effective Date.** This Contract will be effective on the date it is both executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**2.3 Revocation and Termination.** Each Party may terminate this Contract by giving thirty calendar days written notice to the non-terminating Party. Such written notice may be sent by letter or electronic mail to the following contacts, or their successors:

Non-Profit/Agency Agreement  
Revised: October 13, 2014  
OCA Document No. 854544

**CITY:**  
Contract Administrator contact above

**UNIVERSITY:**  
Morgan Appel  
Assistant Dean and Director  
Education and Community Outreach  
University of California, San Diego  
9500 Gilman Drive MC-0170N  
La Jolla, CA  
92093-0170  
858-534-9273  
[mappel@ucsd.edu](mailto:mappel@ucsd.edu)

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City will pay the University for performance of all Services rendered in accordance with this Contract, including reasonably related expenses, in an amount not to exceed \$1,000,000 per City fiscal year, and not to exceed \$3,000,000 for the entire Term of the Contract. Compensation is dependent on funding per the terms of Article 3.4 below.

**3.2 Invoices.** The University will provide invoices to the City for all Services in accordance with the invoice language in Exhibit A. The City of San Diego will pay University for all services in accordance with Article 3.3 below. Invoices for Services, and payment for such Services, provided in fiscal years 2023 through 2027 of the contract term will be provided once funds become available and services are performed. Any funds left unspent by University for Services will be refunded to the City in the event of termination of the Contract prior to the end of the contract term as referenced in Article 2.1 above.

**3.2.1 Invoice Detail.** University's invoice must be on University's stationary with University's name, address, and remittance address. University's invoice must have a date, an invoice number, a purchase order number, an itemized description of the goods or services provided and respective amount due, and a total amount due.

**3.3 Payment.** Payment is due within 30 days of City's receipt of invoice. Payment can be made by credit card, check, or wire transfer.

**3.4 Annual Appropriation of Funds.** University acknowledges that the Contract Term may extend over multiple City fiscal years, and University understands and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the

fiscal year concludes. City is not obligated to pay University for any amounts not duly appropriated and authorized by the City Council.

#### **ARTICLE IV RIGHT OF ENTRY**

**4.1 Right to Enter.** Subject to the terms and conditions of this Contract, CITY hereby grants permission to University, its employees, agents, and contractors to enter upon and use City library facilities (Premises) as needed to provide Services under this Contract.

**4.2 Revocable License to Enter.** The right of entry provided through this Contract is not a lease. It is a non-exclusive license to use the City Premises, and may be revoked without cause by City, in its sole discretion. City will not be obligated for any loss, financial or otherwise, which may be incurred by University as a result of such revocation of the right of entry provided through this Contract. University expressly waives any claim for expense or loss which University might incur as a result of City's revocation of the right of entry provided through this Contract. City may at all times enter upon the Premises.

**4.3 Superior Interests.** The right of entry provided through this Contract is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, rights of way, and City employee rights pertaining to the Premises, or work on the Premises whether or not of record.

**4.4 Use of Premises.** Subject to the terms and conditions of this Contract, University may use the Premises on a non-exclusive basis to provide Services under this Contract. University must not unreasonably interfere with City business, or City employees or the work they are performing while University is present at the Premises.

**4.5 Maintenance of Premises During Use.** University must not construct any improvements, structures, or installations on the Premises, and must not alter the Premises without City's prior consent. University must maintain the Premises in a decent, safe, healthy, and sanitary condition, including providing repair and restoration of damaged or worn property due to University's use under this Contract.

**4.6 Removal of Equipment.** University must remove University-owned equipment and other items of personal property as soon as reasonably practicable after termination of this Contract, but in no event later than 30 calendar days after such termination. City is not responsible or liable at any time for such property.

#### **ARTICLE V MISCELLANEOUS**

**5.1 University Employees, Agents, and Volunteers.** All University employees, agents, and volunteers working pursuant to this Contract, who may have access to sensitive information, or be working with persons under 18 years of age or with disabilities, must submit

fingerprints to the City for a criminal background check, and may not begin work before notification from the City that the background check has been cleared. **All University employees, agents, and volunteers working pursuant to this Contract, will be required to follow all City rules, regulations, and procedures.** The City will provide an orientation covering such rules, regulations, and procedures, as needed.

**5.2 Insurance.** Each Party must, at its sole cost, insure its activities and indemnification obligations in connection with this Contract from its inception and will keep in force and maintain throughout the duration of this Contract, insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Contract. The coverage required herein will not in any way limit the liability of either Party.

**5.3 Indemnification.** To the fullest extent permitted by law, the each Party must defend, indemnify, protect and hold harmless the other Party, its agents, representatives, officers, elected officials, employees, and volunteers from and against any and all claims, losses, costs, damage, injury (including, without limitation, injury to or death of any employee, agent, officer, representative, or volunteer working pursuant to this Contract), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, as well as litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate directly or indirectly to, the negligence or failure of a Party to perform its obligations under this Contract, or are caused or claimed to be caused by the negligence, acts, or omissions of a Party, its agents, representatives, officers, elected officials, employees, or volunteers in the performance of this Contract, and all expenses of investigating and defending against same; provided, however, that this duty to indemnify and hold harmless does not include any claim arising from the established sole negligence or willful misconduct of a Party, its agents, representatives, officers, elected officials, employees, or volunteers. At its sole discretion, a Party may participate at its own expense in the defense of any claim, action, or proceeding, but such participation will not relieve the other Party of any obligation imposed by this Contract. Each Party must promptly notify the other Party of any claim, action, or proceeding and cooperate fully in its defense.

**5.4 Modification of Contract.** This Contract may be changed only by written agreement of the Parties.

**5.5 Rights to Use of Course and Course Materials.** University and City agree that any copyright, trademark or publication rights associated with titles, descriptions, outlines, pedagogical design, or learning activities, or language or graphic images used for the Services belong to and are retained by The Regents of the University of California on behalf of the San Diego Campus. Any printed or electronic materials used in the Services that are the property of the City are retained by the City. Neither Party may copy or make available to third parties the property of the other Party without express written consent.

**ARTICLE VI  
CONTRACT DOCUMENTS**

**6.1 Contract Documents.** This Contract and the aforementioned exhibits constitute the Contract Documents. Together, the Contract Documents completely describe the terms and conditions of this Contract.

**6.2 Authority.** Both Parties represent that they each have the full authority to perform their respective obligations under this Contract, and that the person executing this Contract for each of them respectively has the authority to bind them.

**6.3 Counterparts.** This Contract may be executed in counterparts, which, when taken together, will constitute the single signed original as though all Parties had executed and delivered the same page.

IN WITNESS WHEREOF, this Contract is executed by City and University acting by and through their authorized representatives.

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA ON BEHALF OF THE  
UNIVERSITY OF CALIFORNIA, SAN DIEGO**

By: Collins Ejiogu

Name: Collins Ejiogu

Title: Chief Administrative Officer

Date: 1/31/2022

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SAN DIEGO**

By: 

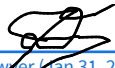
Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Jan 31, 2022

Approved as to form this 31st day of January, 2022.

MARA W. ELLIOTT, City Attorney

By:   
Jon Dwyer (Jan 31, 2022 15:37 PST)

Jon Dwyer

Deputy City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### **A. OVERVIEW**

The San Diego Public Library wishes to expand its Science, Technology, Engineering, Arts, and Math (STEAM) programming. The University is a higher education institution in San Diego with established programs in those subject areas, and actively provides preparation courses providing tools to pursue college level education and rewarding careers.

The City will provide payment, and use of library facilities, in accordance with the Contract, to University for the education and training of San Diego citizens through University's established STEAM programming and partnerships described below.

### **B. ROLES AND RESPONSIBILITIES**

#### **1. University's General Roles and Responsibilities:**

UC San Diego Extension will develop unique educational and training programs to reach students of all ages and emerging adults in diverse communities as well as engage community leaders in the needs to provide cutting-edge STEAM education. The programs will roll-out consistently and systematically throughout the Term of the Contract, will be provided at San Diego Public Library locations with a special focus on students and emerging adults in underserved communities, and will include at minimum:

- a) Science, Technology, Engineering, Arts, and Math (STEAM) education with Sally Ride Science programs at all 36 City library locations for elementary, middle, and high school students as well as create and offer 12 new STEAM programs each year (3 per quarter).
- b) Pre-college preparation courses with test preparation and college counseling for students and families.
- c) Workforce development courses with specialized certificates for the most in-demand skills, including computer programming and data analytics, for high school students and emerging adults.
- d) Advertise at least 50% of STEAM programs and all pre-college and workforce development courses on the University's marketing and social media platforms.
- e) Provide itemized invoices for services and programs within 30 days of the end of each program quarter.
- f) Compile and provide Annual Fiscal Year End Reports (July – June) to the City based on the program participant data collected and provided by the City to the University. Work with City to edit such reports.

The University is responsible for the management and administration of all items described above, including, but not limited to outreach, credits, participant selection, and orientation.

2. City's General Roles and Responsibilities:

- a. Collect data from program participants and share with University, and provide such data to University within 30 business days of the end of the applicable City Fiscal Year.
- b. City will provide payment, and use of its library facilities, to the University, in accordance with the Contract, for the University's educational and training programs described under the University's General Roles and Responsibilities above.



## EXHIBIT B

### CITY OF SAN DIEGO'S APPLICABLE GENERAL TERMS AND PROVISIONS

#### **Non-Discrimination Requirements.**

##### **Compliance with City's Equal Opportunity Contracting Program (EOCP).**

University must comply with City's EOCP Requirements. University must not discriminate against any employee or applicant for employment on any basis prohibited by law. University must provide equal opportunity in all employment practices. University will ensure that their subcontractors comply with the EOCP program. Nothing in this Section may be interpreted to hold University liable for any discriminatory practice of its subcontractors.

**Non-Discrimination Ordinance.** University must not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors or partners. University must provide equal opportunity for subcontractors and partners to participate in subcontracting and partnering opportunities. University understands and agrees that violation of this clause will be considered a material breach of the Contract and may result in Contract termination or other sanctions. University will make reasonable efforts to ensure similar non-discrimination language is included in contracts between University and any subcontractors or partners involved in providing goods or services to the City pursuant to the Contract.

**Provider Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** University must comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, University must comply with the most restrictive requirement (i.e., that which provides the most access). University also must comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. University warrants and certifies compliance with all Federal and State access laws and regulations and further, will make reasonable efforts to provide that any subcontract agreement for the Contract contains language which indicates the subcontractors agreement to abide by Federal, State, and local ADA Access Laws and Regulations.

**Equal Pay Ordinance.** University must comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By executing the Contract, University certifies that it will comply with the requirements of the EPO. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a University to the same extent as it would apply to University. University will require all of its subcontractors to certify compliance with the Equal Pay Ordinance in subcontracts pursuant to the Contract.

**EXHIBIT C**  
**CITY REQUIRED FORMS**

Insurance Certificates

Taxpayer Identification Form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3)

Contractor Standards Pledge of Compliances

**Certificate Of Completion**

Envelope Id: DDF9DC1707CD443C8D1DE7743356894A	Status: Completed
Subject: Please DocuSign: SA22-032 City of San Diego_Public Library.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Megan Vowles-Lancaster
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	9500 Gilman Dr.
	La Jolla, CA 92093
	mlancaster@ucsd.edu
	IP Address: 132.239.217.21

**Record Tracking**

Status: Original	Holder: Megan Vowles-Lancaster	Location: DocuSign
1/31/2022 11:36:29 AM	mlancaster@ucsd.edu	

**Signer Events**

Signature	Timestamp
Collins Ejiogu cejiogu@ucsd.edu Security Level: Email, Account Authentication (None)	Sent: 1/31/2022 11:38:18 AM Viewed: 1/31/2022 12:06:33 PM Signed: 1/31/2022 12:07:05 PM
Signature Adoption: Pre-selected Style Using IP Address: 47.152.54.225	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	1/31/2022 12:07:05 PM
Completed	Security Checked	1/31/2022 12:07:05 PM

**Payment Events****Status****Timestamps**