



San Diego Geographic Information Source

Board of Directors Meeting Minutes

This notice is given in accordance with the provisions of California Government Code section 54956.

Date: Monday October 17, 2016

Time: 3:00 pm

Place: SanGIS
5510 Overland Ave, Suite 230
San Diego, CA 92123

Meeting called to Order: 3:05 pm

Meeting Adjourned: 4:20 pm

Board of Directors Present:

- Jonathan Behnke, City of San Diego
- David Lindsay, County of San Diego

Management Committee Members Present:

- Scott Daeschner, City of San Diego Representative
- Ross Martin, County of San Diego Representative
- Tim Sutherland, San Diego Association of Governments (SANDAG)

Others Present:

- Brad Lind, Program Manager for SanGIS
- Stephanie Karnavas, Office of County Counsel, SanGIS Legal Counsel

MEETING MINUTES

Review of Minutes from Previous Meeting(s)

Minutes from the Board of Directors meeting of September 20, 2016 were reviewed. A motion was made by Mr. Lindsay and seconded by Mr. Behnke to accept the minutes as presented. The motion was passed and the minutes were unanimously approved.

Public Comment

No public comments were received.

Information and Discussion:

1. SanGIS Procurement Policy Development

Per the direction of the Board at their September 20, 2016 meeting, the SanGIS Management Committee provided a high level comparison of competitive procurement policies at the City and County. The Board reviewed and discussed the analysis along with recommendations for development of the SanGIS Procurement Policy. The Board directed that the Management Committee provide a draft of the SanGIS Procurement Policy for review at the next regularly scheduled meeting and that the draft include changes as directed by the Board.

2. Other Items

No other items were brought forth for discussion.

Requests for Action:

3. Request to Approve Recommended Changes to SanGIS Joint Powers Authority Agreement

At their September 20, 2016 meeting the Board voted to initiate changes to the SanGIS Joint Powers Authority (JPA) agreement to align it with current conditions at the City and County of San Diego. The Management Committee and Legal Counsel presented the recommended changes and requested Board approval to present the changes to the City and County for approval. The Board reviewed and discussed the changes. The Board also discussed the process used at the City and County to approve the document changes.

Mr. Lindsay motioned to accept the recommended changes as presented and with a single correction to (revised) Section IV.F.3. Mr. Behnke seconded the motion. The motion was passed by unanimously.

Minutes prepared by:

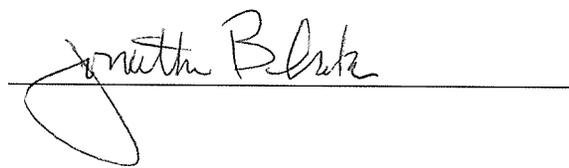
Brad Lind

October 18, 2016

These minutes are approved by: Signature

Date:

Jonathan Behnke
SanGIS Board Member
City of San Diego
Chairman of the Board



11/17/2016

Summary Comparison of City and County Competitive Procurement Policies

October 2016

Item	City	County	SanGIS - Proposed
Policy	Admin Code Article 2/Division 32	A-87	A8
Competitive Process Required	Contracts greater than \$150,000 may be awarded only after the Purchasing Agent advertises for sealed bids or proposals for a minimum of one day in the City official newspaper at least ten days before bids or proposals are due.	The County shall competitively procure goods and/or services unless otherwise allowed for under this Policy or required by State or federal law.	It shall be the policy of SanGIS to competitively procure goods and/or services unless otherwise allowed for under this policy or required by State, Federal, or local law.
Competitive Process Limitations	For contracts greater than \$25,000 but equal to or less than \$50,000, the Purchasing Agent may award the contract but shall seek competitive prices either orally or in writing.	Procurement of goods and/or services with a total contract value not to exceed \$250,000, or a contract value not to exceed \$100,000 annually and for a term not to exceed five (5) years, where the procurements are made through the use of quotations and award is based on terms, price, and other appropriate factors and in accordance with the procedures set forth by the Director of the Department of Purchasing and Contracting.	Purchase of new or onetime commodity items between \$1,000 and \$2,500 that may be available from multiple vendors may be based on pricing research done online or via request for quote from selected vendors.
	For contracts greater than \$50,000 but equal to or less than \$150,000, the Purchasing Agent may award the contract but shall solicit written price quotations from at least five potential sources.	Single Source procurements with an estimated annual value may be approved as follows: 1) Contracts up to \$50,000 – Director of Purchasing and Contracting. 2) Contracts over \$50,000 and up to \$100,000 – Chief Administrative Officer. 3) Contracts over \$100,000 – Board of Supervisors.	Procurement of new or onetime commodity items over \$2,500 but less than about \$20,000 that may be available from multiple vendors are based on official quotes requested from selected vendors.
Competitive Process Not Required	A contract that provides for an expenditure of \$25,000 or less; Annual blanket purchase orders for an expenditure greater than \$25,000 for commercially available materials and supplies provided that they are less than \$150,000	Utility Services Educational Services Standard Commercial Off-the-Shelf Software Packages (COTS) or Hardware Equipment Maintenance Services Operating and Maintenance Services for Software and Hosting Services Publications and Subscription Services Interim Contracts	Utility services available only through a single provider for the area served Federal, State and local award schedules and service contracts Standard Commercial Off-the-Shelf (COTS) packages Equipment maintenance services Operating and maintenance services for software and hosting services Interim contract or extension of an existing contract
Emergency Contracts	A contract necessary to safeguard life, health, or property due to extraordinary fire, flood, storm, epidemic, or other disaster, provided that: (1) The Purchasing Agent immediately reports the emergency award and its justifications to the City Council in writing; and (2) The City Council ratifies the award by resolution and by a two-thirds vote.	Procurement, subsequent approval, or modification of an existing (emergency or non-emergency) contract in case of emergency where the value of the goods and/or services acquired for the emergency does not exceed \$100,000 in value.	Emergency purchases where the value of the goods and/or services acquired does not exceed \$6,000 and where the purchase is urgently required to maintain the continuity of SanGIS operations.
Piggyback Contracts Allowed	Yes. Section 22.3208 (c)	Yes. POLICY section, Item 3.	Yes.

**AMENDED AND RESTATED JOINT POWERS AGREEMENT CREATING THE
SAN DIEGO GEOGRAPHIC INFORMATION SOURCE (SanGIS)**

THIS AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a Charter adopted under the Constitution of the State of California ("City"), and the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County").

RECITALS

WHEREAS, the City and the County are responsible for providing a wide range of services to the public within their respective jurisdictions, including but not limited to, public safety, code enforcement, water delivery, waste water removal, social services, road maintenance, community planning, property appraisal and assessment, health services, disaster preparedness, election services, and environmental services ("Public Services"); and

WHEREAS, the City and County desire to provide Public Services in the most cost effective and efficient manner; and

WHEREAS, the City and County have a mutual interest in making their respective governmental operations more efficient and avoiding duplication of effort in providing Public Services; and

WHEREAS, a geographic information system ("GIS") is a computerized mapping system in which information is compiled from a variety of sources and is digitized and stored in electronic format; and

WHEREAS, development of GIS is a creative process, which constitutes an original work of authorship in a compilation created by unique selection and arrangement of information from a variety of sources; and

WHEREAS, possession of a GIS system permits the City and County to provide Public Services in a more efficient manner and permits City and County government to operate more efficiently; and

WHEREAS, there exists a need in the private sector and among other public agencies for compiled digital geographic data; and

WHEREAS, on or about May 14, 1984, the City, the County, and San Diego Data Processing Corporation, ("SDDPC"), entered into an agreement ("1984 Agreement") for a term of ten (10) years for the creation and maintenance of a GIS named the Regional Urban Information System ("RUIS"); and

WHEREAS, prior to the expiration of the 1984 Agreement, on or about April 11, 1994, the City, the County, and SDDPC entered into an extension agreement, which extended the terms of

the 1984 Agreement for one (1) year, with an option to extend through May 14, 1996; and

WHEREAS, on or about May 13, 1996, the City, County, and SDDPC entered into a second extension agreement for the purpose of extending the term of the original 1984 Agreement for a maximum period of one (1) year, expiring on June 30, 1997; and

WHEREAS, the City and the County desire to modify their existing relationship in regards to RUIS and to enter into a new long term agreement for the continuation of maintenance and operation of RUIS; and

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code section 6500 et seq. ("Act"), authorizes public agencies to create a joint exercise of powers entity which has the power to jointly exercise any power common to the contracting parties and any other powers authorized by the Act; and

WHEREAS, the City and the County agree that a local agency should be created to assume the responsibilities of RUIS and to provide a coordinated program for the acquisition, planning, design, implementation, operation and maintenance of RUIS and such other related activities as determined by this Agreement to be appropriate.

WHEREAS, the City and the County entered into that certain Joint Powers Agreement Creating the San Diego Geographic Information Source (SanGIS) effective as of July 3, 1997, pursuant to which the City and the County established SanGIS as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the July 3, 1997 Agreement;

WHEREAS, the City and the County wish to amend and restate the terms of the July 3, 1997 Joint Powers Agreement to update its provisions and to reflect the current status of the structure and operations of SanGIS;

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as expressed in this Agreement, the parties agree as follows:

SECTION I PURPOSE OF THE AGREEMENT

This Agreement is made pursuant to provisions of the Act, relating to the joint exercise of powers common to public agencies including the City and the County. The objectives of this Agreement are to exercise such powers for the purpose of among other things:

- A. Creating and maintaining a geographic information system.
- B. Marketing and licensing compiled digital geographic data and software.
- C. Providing technical services, and publishing geographic and land-related information by exercising the powers referred to in the recitals of this Agreement

and described in Section V of this Agreement.

- D.- Contracting for facilities, equipment, and services.
- E.- Entering into agreements with other public agencies and entities.
- F.- Ensuring maintenance and accuracy of data.
- G.- Owning data, software and equipment.

SECTION II TERM

This Agreement shall become effective as of the date the ~~City Manager~~Mayor and Chief Administrative Officer sign this Agreement or, if the Agreement is not signed on the same date, the date of the later signature of the two. This Agreement shall continue in full force and effect unless terminated by written agreement of the City and County.

SECTION III DEFINITIONS

For purposes of this Agreement:

"Chief Administrative Officer" means the Chief Administrative Officer of the County of San Diego or the person designated by the Chief Administrative Officer to perform obligations assigned to that position under this Agreement.

"~~City Manager~~Mayor" means the ~~City Manager~~Mayor of The City of San Diego or the person designated by the ~~City Manager~~Mayor to perform obligations assigned to that position under this Agreement.

"Fiscal Year" means the period from July 1 to and including the following June 30.

SECTION IV ORGANIZATION

A. Creation of the San Diego Geographic Information Source Authority

There is hereby created pursuant to the Act an agency and public entity to be known as the San Diego Geographic Information Source ("SanGIS"). As provided in Government Code section 6508.1, the debts, liabilities, and obligations of SanGIS shall not be the debts, liabilities, and obligations of the City or County.

Within thirty (30) days after the effective date of this Agreement or any amendments to it, the SanGIS Authority will cause a notice of this Agreement or amendment to be prepared and filed with the Office of the California Secretary of State in the manner set forth in Government Code

section 6503.5 of the Act.

B. Board of Directors.

1. Organization. SanGIS shall be governed by a Board of Directors ("Board"). The membership of the Board shall be as follows:

- a. The ~~City Manager~~Mayor of the City of San Diego ("Mayor")
- b. The Chief Administrative Officer of the County of San Diego ("Chief Administrative Officer")

The Board shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth in this Agreement. The Board shall execute and administer this Agreement in accordance with its purposes and functions. If the ~~City Manager~~Mayor or the Chief Administrative Officer elects to designate a person to serve as a member of the Board, the designee shall have all the powers conferred under this Agreement as a Board member.

2. Compensation. Members of the Board shall not receive any compensation for serving as Board members, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member, if the Board determines that such expenses are to be reimbursed and if there are unencumbered funds available for such purpose.

3. Appointments. The Board shall appoint officers and an executive director. The Board shall also have the power to appoint any legal counsel, consultant, or accountant it deems necessary.

4. Delegation of Authority. To the extent permitted by the Act or any applicable law, the Board shall have the power to delegate any of its functions to one or more of the Board's members or officers, or to any agent of SanGIS. To the extent permitted by these laws, the Board shall also have the power to cause any of its members, officers, or agents to take any actions and execute any documents or instruments for, in the name of, and on behalf of the Board or SanGIS. The Board shall not, however, delegate its authority to review and approve SanGIS' annual budget.

C. Meetings of the Board of Directors.

1. Regular Meetings. The Board shall hold at least one (1) regular meeting yearly. The date, hour, and place of the regular meeting(s) shall be set by the Board. The date, hour or place of the regular meeting may be changed by the Board.

2. Special Meetings. Special meetings of the Board may be called in accordance with the provisions of California Government Code section 54956.

3. Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950).

4. Minutes. The Board shall cause to be kept minutes of the regular, adjourned regular,

special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, have a copy of the minutes to be forwarded to each member of the Board.

5. Quorum. The ~~City Manager~~Mayor and the Chief Administrative Officer must be present in order for the Board to transact business. Less than a quorum may adjourn meetings.

6. Voting. The ~~City Manager~~Mayor and the Chief Administrative Officer shall have one vote each.

D. Rules and Regulations. The Board may adopt any bylaws, rules, or regulations as may be required for the conduct of its meetings and the orderly operation of SanGIS. A copy of the Board's bylaws, rules and regulations shall be filed with the City and County.

E. Responsibilities of Board.

The Board shall be responsible for the following:

1. Reviewing and approving the annual budget of SanGIS.
2. Formulating policy, developing programs and implementing programs.
3. Making and entering into contracts.
4. Employing officers, agents, and employees.
5. Acquiring, holding or disposing of property.
6. Incurring debts, liabilities or obligations in the name of SanGIS.
7. Issuing bonds.
8. Assuming on behalf of SanGIS all prior agreements SDDPC entered into on behalf of RUIS with other public and private entities.
9. Providing overall supervision and guidance to SanGIS.
10. Hiring private legal counsel and certified public accountants.
11. Assuming any other responsibilities contained in the Act.

F. Officers and Employees of SanGIS.

~~**1. Executive Director.** The Board shall appoint an Executive Director. The Executive Director will report to the Board. The Executive Director will be responsible for administration of SanGIS, including, but not limited to, administration of personnel, budget, contracts, and other functions as deemed necessary by the Board.~~

2.1. Treasurer. Except as provided in Section XIB, by resolution of the Board, SanGIS shall designate a Treasurer in accordance with Government Code section 6505.6. The Treasurer shall receive, have the custody of, and disburse funds upon an Auditor's warrant or check warrant issued pursuant to procedures set forth in Section VII of this Agreement. The Treasurer may invest SanGIS funds in accordance with general law. All interest collected on SanGIS funds shall be accounted for and posted to the account of such funds.

3.2 Auditor. Except as provided in Section XIB, by resolution of the Board, SanGIS shall designate an Auditor in accordance with Government Code section 6505.6. To carry out any of

the provisions or purposes of this Agreement, the Auditor shall draw warrants or check warrants against the funds of SanGIS in the Treasury when the demands are approved by the Board, or by any other persons specifically designated by the Board for that purpose.

43. Bonding Bond Requirements for Designated Officers. The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of SanGIS, and such officer shall file an official bond with the SanGIS Auditor in the amount specified by resolution of the Board but in no event less than \$1,000. ~~SanGIS shall cause such of its officers, directors, and employees to be bonded as required by Auditor.~~

SECTION V POWERS

A. Nature of Powers. SanGIS shall have the powers necessary to accomplish the purposes set forth in Section I of this Agreement, namely; creating and maintaining a geographic information system, marketing and licensing compiled digital geographic data and software, providing technical services, and, publishing geographic and land-related information. SanGIS is hereby authorized to do all acts necessary for the exercise of any or all of the following powers: to make and enter into contracts; to employ officers, agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to issue bonds, to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; possess any power authorized by the Act; and generally to do any and all things necessary or convenient to accomplish the purposes set forth in Section I of this Agreement.

B. Previous Contracts. This Agreement shall supersede all agreements previously entered into by the City, County and SDDPC with regard to RUIS. The parties hereby declare their intent that SanGIS assumes the license of the current RUIS base map from SDDPC. Third party obligations and contracts entered into by SDDPC on behalf of RUIS shall be transferred to SanGIS by written agreement between SDDPC and SanGIS, upon written consent of the third parties, if ~~their~~ written consent is required.

C. Restrictions on Exercise of Power. California Government Code Section 6509. Pursuant to California Government Code Section 6509, the powers of SanGIS shall be subject to those legal restrictions which the County of San Diego has upon the manner of exercising such powers.

SECTION VI TERMINATION AND DISPOSITION OF ASSETS

A. Surplus Money. After payment of all expenses and liabilities of SanGIS, any

surplus money on hand shall be returned to the City and County in proportion to the contributions made by each. For purposes of this computation, the aggregate of all monies, property, and the fair value of all services rendered during the entire term of this Agreement, as well as contributions made by the City and the County prior to the adoption of this Agreement pursuant to the 1984 Agreement or its extensions, shall be deemed to constitute the contributions made by each.

B. Surplus Property. Upon termination of this Agreement, all real and personal property of SanGIS, except for surplus money, shall vest in the City and County, in proportion to the contributions made by each, and shall thereafter remain the sole property of those member public entities. The appropriate officers of SanGIS shall execute and deliver to the City and County, if any, a quit-claim deed confirming title for record purposes. Both parties shall have full and total rights to their contributed data bases, hardware, software, communication lines and licenses purchased by said participating public entities.

SECTION VII ACCOUNTS AND REPORTS

A. Accounts. All funds of SanGIS shall be strictly accounted for. SanGIS shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of SanGIS shall be open to inspection at all reasonable times by the City and the County.

B. Audits. An independent audit of the books of accounts and financial records of SanGIS shall be conducted by a certified public accountant or public accountant in compliance with the provisions of Government Code section 6505. As provided therein, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code section 26909 and shall conform to generally accepted auditing standards. When each audit of accounts and records is made, a report thereof shall be filed by the Auditor as a public record with the ~~City and the City Clerk and the~~ County Auditor. Such report shall be filed within twelve (12) months of the end of the Fiscal Year or Years under examination.

C. Costs. The costs of an audit made pursuant to Section VIIB of this Agreement, including contracts with or employment of certified public accountants or public accountants, shall be borne by SanGIS and shall be a charge against any unencumbered funds of SanGIS available for that purpose.

D. Reports. Within twelve (12) months after the close of each Fiscal Year, the Auditor shall give a complete written report of all financial activities for such Fiscal Year to the Board. The trustee appointed under each debt issuance shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of the debt issuance. The trustee may be given such duties in the debt issuance as may be desirable to carry out this Agreement.

SECTION VIII

FUNDS

Subject to the applicable provisions of each debt issuance, which may provide for a trustee to receive, have custody of and disburse SanGIS funds, the Treasurer shall receive, have the custody of, and disburse SanGIS funds pursuant to the accounting procedures developed under Section VII of this Agreement. The Treasurer shall make the disbursements that are required by this Agreement or that are otherwise necessary to carry out any of the provisions or purposes of this Agreement.

SECTION IX NOTICES

Notices and other communications to the City required by this Agreement shall be sufficient if delivered to the City Clerk. Notices and other communications to the County required by this Agreement shall be sufficient if delivered to the Clerk of the Board of Supervisors.

SECTION X CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to SanGIS by the parties to the Agreement for any of the purposes of this Agreement. Any advance may be made subject to repayment, and any repayment shall be made in the manner agreed upon by the Board and the party making the advance at the time of the advance.

SECTION XI OBLIGATIONS OF THE PARTIES

A. Duty To Cooperate. Both parties to this Agreement agree to cooperate with SanGIS and its Board. Both parties agree to comply with all lawful and reasonable requests by SanGIS, the Board, or its officers to furnish information, data, and documents to SanGIS to assist it in carrying out its responsibilities and obligations. The Board agrees to direct its officers and employees to cooperate with any lawful and reasonable request from any party. SanGIS will provide information free of charge to parties to this Agreement unless other provisions are decided upon by the Board.

B. Use of County/City Officers and Staff. ~~Until-Unless~~ the Board appoints its own officers, the ~~County or City~~ agency specified in Section VC shall provide the services of ~~County or City~~ officers to perform the functions of Treasurer and Auditor. Officers of the County or City who perform Treasurer and Auditor functions on behalf of SanGIS shall be considered officers of SanGIS. ~~Until-Unless~~ the Board appoints private legal counsel, the Board shall have the authority to obtain legal services from San Diego County Counsel, the San Diego City Attorney's Office, or

both.

The City and County shall provide staff to SanGIS until such time as SanGIS acts to hire or appoint permanent staff. The County and City shall be reimbursed for their respective costs. The Board shall adopt administrative policies and procedures for staffing obligations of participating public entities. The Board shall determine the reimbursement policies.

~~**C. Base Map Maintenance.** Until such time that the Board directs otherwise, the City and County agree to maintain the RUIS base map, including street center lines, rights of way, parcel lines, legal lot lines, addresses, parcel numbers, street names, address block ranges, easements and other map features and attributes as determined by the Board. City staff will maintain all map features for the area within the City. County staff will maintain all map features for the unincorporated area and all other municipalities within the County.~~

DC. Fees. On or before the effective date of this Agreement, each party shall agree to provide for the payment of fees to SanGIS as a condition of being a party to this Agreement. Fees shall be set by the Board. Fees collected from the parties to this Agreement shall fund SanGIS's expenses, which may include, but not be limited to, the following:

- Base map maintenance
- Computer workstations and file servers
- Communication networks
- Application development and maintenance
- Computer software acquisition and maintenance
- Administration

SECTION XII COMPLIANCE WITH EQUAL OPPORTUNITY PROGRAM

SanGIS shall not discriminate against any employee or applicant for employment on any basis prohibited by law. SanGIS shall provide equal opportunity in all employment practices. SanGIS shall ensure that its contractors comply with the law regarding equal opportunity. Nothing in this Section shall be interpreted to hold SanGIS liable for any discriminatory practice of its contractors.

SECTION XIII IMMUNITIES

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of the City and County when performing their respective functions, shall apply to them to the same degree and extent while engaged as members of the Board or otherwise as an officer, agent or other representative of SanGIS while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

**—SECTION XIV
INDEMNIFICATION**

To the full extent permitted by law, the Board may authorize SanGIS to indemnify any past or present Board member, -or any officer, employee or other agent of SanGIS who is a party or is threatened to be made a party to a proceeding for actions conducted within the scope of their duties or employment against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with a legal proceeding.

**SECTION XV
INSURANCE-BONDS**

SanGIS shall at all times maintain worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect SanGIS and officers and employees and the parties to this Agreement.

**SECTION XVI
AMENDMENTS**

This Agreement shall not be amended, modified, or altered except by a written instrument duly executed by the legislative body of the City and County.

**SECTION XVII
SUCCESSOR**

This Agreement shall be binding upon and shall inure to the benefit of the successors of parties to this Agreement. Except to the extent expressly provided in this Agreement, no party may assign any right or obligation hereunder this Agreement without the consent of the other parties.

**SECTION XVIII
—DUPLICATE ORIGINALS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION XIX
SECTION HEADINGS**

—The section headings are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

SECTION XX

APPROVALS NOT TO BE UNREASONABLY WITHHELD

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

**SECTION XXI
GOVERNED BY CALIFORNIA LAWS**

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed. _____

**SECTION XXII
INTEGRATED AGREEMENT**

This Agreement is the complete and exclusive statement of the agreement among the parties, which supersedes all prior proposals, understandings, and agreements.

**SECTION XXIII
SEVERABILITY**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement is to any extent adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Agreement is executed by the County of San Diego, acting by and through its Chief Administrative Officer, pursuant to Resolution No. R-_____, and by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-_____, and

THE COUNTY OF SAN DIEGO

THE CITY OF SAN DIEGO

By _____
Chief Administrative Officer

By _____
~~City Manager~~ Mayor

Date: _____

Date: _____

APPROVED the form and legality of the foregoing agreement.

Stephanie Karnavas

Jan Goldsmith

County Counsel

City Attorney

By _____
Deputy County Counsel

By _____
Deputy City Attorney

Date: _____

Date: _____