

MEMORARNDUM OF INTENT
BETWEEN THE
SAN DIEGO RIVER CONSERVANCY
AND
SAN DIEGO STATE UNIVERSITY

Parties to Agreement: This agreement, made and entered into this the day of April 18, 2008 , by and between the San Diego River Conservancy (SDRC) and San Diego State University (SDSU).

RECITALS

WHEREAS, SDRC and SDSU seek to improve the health of the San Diego River as well as share an appreciation and understanding of its remarkable historic, natural and recreational attributes; and

WHEREAS, pursuant to the San Diego River Conservancy Act, which makes it public policy to restore and protect a 52 mile corridor from the River's headwaters near Julian to its mouth near Ocean Beach;

WHEREAS, the Conservancy's statutory mission is to acquire and manage public lands within the San Diego River area, and to provide recreational opportunities, open space, wetland, wildlife habitat and species restoration and protection, as well as improvements to the water quality of the San Diego River.

WHEREAS, the Board of Directors for SDRC has adopted a Five Year Strategic Plan that establishes five programs: land conservation, education and recreation, cultural and natural resources preservation and restoration, and water quality and natural flood conveyance.

WHEREAS, SDSU is located within the watershed of the San Diego River and its mission is to provide well-balanced, high quality education for undergraduate and graduate students and to contribute to knowledge and the solution of problems through excellence and distinction in teaching, research, and service. This education shall extend to:

- a. Diverse cultural legacies,

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- b. Accomplishments in many areas, such as the arts and technology,
- c. The advancement of human thought, including philosophy and science,
- d. The development of economic, political, and social institutions, and
- e. The physical and biological evolution of humans and their environment.

WHEREAS, SDSU has a Field Stations Program, whose mission is to support teaching, research and education on the ecosystems of southern California by collecting, sharing and understanding environmental data. In keeping with this goal, the stations are managed for the long-term preservation of native fauna and flora.

NOW THEREFORE BE IT RESOLVED THAT subject to the recitations above, the San Diego River Conservancy and San Diego State University agree as follows:

Project Goals and Objectives

It is agreed and understood that the purpose of this Memorandum is to set forth the general terms and conditions, acceptable to the parties hereto, for a partnership between SDRC and SDSU. This partnership will evolve around an interdisciplinary framework that will engage SDSU directly in the implementation of the SDRC's Five Year Strategic Plan and ensure that students and faculty will become involved in both the analysis and solution of problems that confront the river and the watershed where SDSU is located. The initial focus of this partnership will include, but not be limited to the following programmatic categories and opportunities;

RiverNet

The partnership will collaborate to create a high-speed wireless sensor network throughout the San Diego River Watershed. These sensors will assist in collecting long-term, real-time data for monitoring water quality, flooding, and ecosystem change. SDSU will support this vision by leading the development of the largest wireless watershed in the Nation, dedicated to collecting, understanding, and sharing environmental information.

Education and Research

The Conservancy's Strategic Plan establishes land conservation as a major programmatic emphasis and sets forth acreage goals in all reaches of the San Diego River. SDSU'S Field Station Program and SDRC shall conduct an analysis of the field station's research objectives and the university's curriculum requirements to determine whether the Conservancy's acquisition program could be adjusted to accomplish any of the University's and the Conservancy's long term goals.

Removal of Invasive Species

The Conservancy has identified a goal of a comprehensive mapping of invasive species in the river, as well as a program of removal and restoration of infected areas. SDSU will play a critical role in helping the Conservancy achieve this objective by facilitating the mapping, planning and permitting and/or the removal and maintenance of improved areas. A small project at the base of the El Capitan dam on land owned by the city of San Diego, the Forest Service and a private owner will serve as a pilot project. It qualifies for Proposition 40 funding and has been approved by the Board of Governors of the San Diego River Conservancy.

Liaison with the Native American community

The Conservancy has also identified a variety of projects that will require collaboration and consultation with Native Americans. The interpretation of the Native American history of along is obviously critical to addressing the educational goals of the Conservancy's Strategic Plan. SDSU will introduce the Conservancy and its programs to area tribes and help foster support for the implementation of the Conservancy's projects in a mutually beneficial and culturally sensitive manner.

Hydrology and Flood Conveyance

The Conservancy has proposed the completion of a hydrologic assessment of the watershed. While the Bureau of Reclamation could be the lead, SDSU should play a critical role as an advisor, if not the project manager.

Multidisciplinary Research and Teaching Programs

Particular attention shall be placed on a program of applied research and instruction, which focuses on the problems urbanization, has placed on the San Diego River and its watershed. Moreover, the River's rich geography when coupled with its abundant archeological, cultural and historical resources, present rare opportunities to develop unique multidisciplinary research and teaching programs.

Community Relations, Advocacy and Out Reach / Project Design and Review

Recognizing that some of the projects this partnership may pursue will require the engagement and involvement of the community. SDSU & SDRC have agreed that the San Diego River Park Foundation is the organization most qualified to accomplish these tasks. Its leadership of the San Diego River Coalition, a coalition, which comprises more that sixty organizations committed to the restoration of the San Diego River, will be an asset to this partnership, as it designs and develops projects.

Intent to Cooperate

It is the intention of the parties under this agreement to cooperate as follows:

- (a) Provide for formal meetings and informal consultation on a regular basis to discuss and agree on a course of action for any projects this partnership may pursue.
- (b) Provide for entering into project agreements when projects shall be in whole or in part from funds or resources provided by either party.

Project Agreements

When a project will be financed in whole or in part from funds or resources provided by either party, the parties shall enter into a project agreement which sets forth the performance requirements and financial obligations of each party. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

1. A project agreement shall be entered into prior to beginning of the work.
2. The project agreement shall include the following elements:
 - (a) Scope of the project to be performed,
 - (b) If appropriate, plans and specifications for the project.
 - (c) Schedule of work and identification of the responsible parties.
 - (d) Cost estimates of any work to be performed.
 - (e) Agreement for the financial participation of all parties for any project costs.

MUTUAL UNDERSTANDING

SDRC and SDSU mutually agree and understand the following:

1. Sufficient Funding.
The parties to this agreement understand that full funding each year is contingent on appropriation of sufficient funding. If sufficient funding is not provided or is substantially reduced, this agreement may be renegotiated.
2. Participation in Similar Activities.
This Memorandum of Intent in no way restricts SDSU or SDRC from participating in similar activities with other public or private agencies, organizations, or individuals or from pursuing other projects or activities on land which either may own in the watershed.

3. Commencement/Expiration/Termination

This Memorandum of Intent takes effect upon the signature of authorized representatives of SDRC and SDSU. It shall remain in effect for 5 years from the date of execution. This Memorandum of Intent may be extended or additional terms provided that there is mutual agreement and a subsequent written concurrence. SDRC or SDSU may terminate this Memorandum of Intent by providing the other parties with 60-day written notice.

4. Responsibilities of the Parties.

SDSU and SDRC and their respective agencies and offices will be responsible for coordination of their activities in pursuing the objectives identified in this Memorandum of Intent. By signing this document, each party represents that it will carry out its separate activities in good faith and in a coordinated and mutually beneficial manner.

5. Annual Meeting and Continuing Consultation

SDSU and SDRC shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement it. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement on all matters of mutual concern which are covered by this Memorandum. The Executive Officer of SDRC and the Director of the Field Station Programs for SDSU shall be responsible for making the arrangements for formal meetings and continuing consultation.

6. Applicability

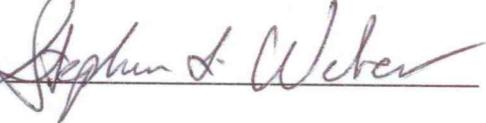
Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of the appropriate State, Federal and Local laws, ordinances, and Regulations.

7. Authority to Execute

Each party to this Memorandum of Intent represents and warrants that the person who has signed this Memorandum of Intent on its behalf is duly authorized to do so, and to bind that party to the terms and conditions of this Memorandum of Intent.

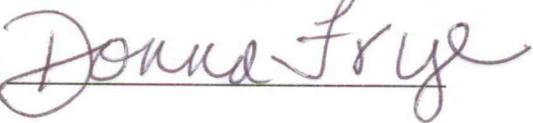
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SAN DIEGO STATE UNIVERSITY

By 

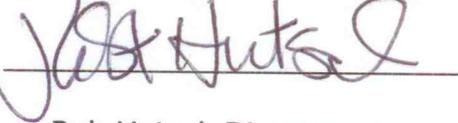
Dr. Stephen L. Weber, President

SAN DIEGO RIVER CONSERVANCY

By 

Councilmember Donna Frye, Chair

SAN DIEGO RIVER PARK FOUNDATION

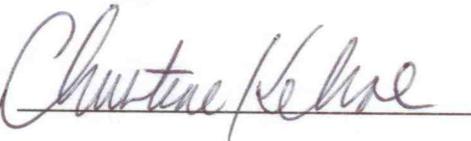
By 

Rob Hutsel, Director

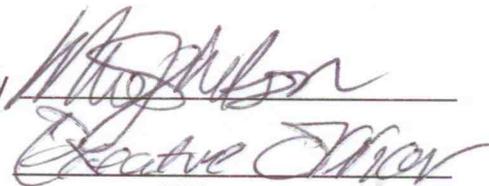
By 

Mayor Jerry Sanders

WITNESSES:

By 

Senator Christine Kehoe

By 

Title