

RESOLUTION 2014-160

RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT AMONG THE SAN DIEGO ASSOCIATION OF GOVERNMENTS; THE COUNTY OF SAN DIEGO; THE CITIES OF CHULA VISTA, CORONADO, EL CAJON, LA MESA, NATIONAL CITY, AND SAN DIEGO; THE METROPOLITAN TRANSIT SYSTEM; THE NORTH COUNTY TRANSIT DISTRICT; AND THE SAN DIEGO UNIFIED PORT DISTRICT GOVERNING GRAFFITI TRACKER, INC. BILLING AND SUPPORT

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I (Port Act); and

WHEREAS, Section 21 of the Port Act states that the Board of Port Commissioners (BPC) may pass all necessary ordinances and resolutions for the regulation of the District; and

WHEREAS, Section 35 of the Port Act states that the BPC may do all other acts necessary and convenient for the exercise of its powers; and

WHEREAS, the County of San Diego (County) has entered into Contract No. 527855 (Contract) with Graffiti Tracker, Inc., a California corporation, for the provision of web-based services that may be used to track, analyze, and assist in the prosecution of graffiti crimes; and

WHEREAS, the County, the San Diego Association of Government (SANDAG), the District, the Metropolitan Transit System, the North County Transit District, and the Cities of Chula Vista, Coronado, El Cajon, La Mesa, National City, and San Diego, desire to enter into a Memorandum of Agreement (MOA) that would allow the participating agencies to utilize the services provided under the County's Contract with Graffiti Tracker, Inc.; and

WHEREAS, under the MOA, SANDAG would be responsible for billing the District and the other participating agencies for their use of Graffiti Tracker, Inc.'s web-based software under the County's Contract; and

WHEREAS, under the MOA, the District would be charged a flat fee of \$5,000 annually; and

WHEREAS, the MOA also provides a mutual indemnity in paragraph 12 as follows:

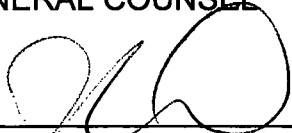
Each Party to this MOA hereby agrees to defend and indemnify the other Parties to this MOA, their agents, officers, and employees, from any claim, action, or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this MOA. The Parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties; and

WHEREAS, staff recommends that the District enter into the MOA to allow the use of Graffiti Tracker, Inc.'s web-based software for the identification, tracking, analysis, and prosecution of graffiti crimes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or his designated representative is hereby authorized on behalf of the San Diego Unified Port District to enter into the Memorandum of Agreement among the San Diego Association of Governments; the County of San Diego; the Cities of Chula Vista, Coronado, El Cajon, La Mesa, National City, and San Diego; the Metropolitan Transit System; the North County Transit District; and the San Diego Unified Port District Governing Graffiti Tracker, Inc. Billing and Support.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL



By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 12th day of August 2014, by the following vote:

AYES: Bonelli, Castellanos, Moore, Nelson, and Valderrama.

NAYS: None.

EXCUSED: Malcolm, Merrifield.

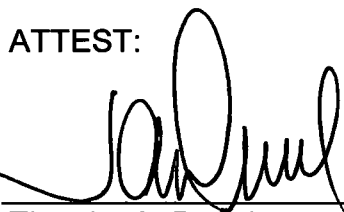
ABSENT: None.

ABSTAIN: None.



Robert E. Nelson, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)