Agenda Report Reviewed by: City Manager:

CITY OF SEBASTOPOL CITY COUNCIL AGENDA ITEM

| Meeting Date: | June 21, 2022 | |
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| То: | Honorable Mayor and City Councilmembers | |
| From: | Kari Svanstrom, Planning Director | |
| Subject: | Authorize a Planning Internship Program with Sonoma State University (SSU) | |
| Recommendation: | Authorize staff to enter into an agreement with SSU and pursue SSU intern | |
| Funding: | Currently Budgeted:X*YesNoN/A | |
| | Net General Fund Cost: \$ | |
| | *Cost in FY 21-22 will be within Planning Department Budget | |

Account Code/Costs authorized in City Approved Budget (if applicable) ____AK_____ (verified by Administrative Services Department)

INTRODUCTION/PURPOSE:

To authorize staff to enter into an agreement with SSU, and hire a short-term student or recent graduate intern in the Planning Department to assist with the department's staffing needs.

BACKGROUND:

Sonoma State University (SSU) has a "community engagement portal" that provides collaboration between higher education institutions and their larger communities for the mutually beneficial exchange and production of knowledge and resources in a context of partnership and reciprocity. One of the activities this includes is an internship program that matches SSU students with outside experience related to their fields.

DISCUSSION:

The Planning Department is interested in working with SSU to find a student or recent graduate from its Dept of Geography, Environment and Planning to assist the Planning Department during the summer months (and, possibly in the future depending on needs). Part of this would be to assist with current staffing issues. Currently, the Planning Department has one staff member on leave, and has been supplemented since November with one on-call consultant firm able to provide a Planning Technician to the City one day per week. Another firm was proposing to provide a planning support staff, however has been unable to do so due to their own staffing changes (the person proposed to be provided left the firm). Additional assistance is needed due to heavy workload issues within the Department, especially as post-COVID activities return (temporary use permits, construction, etc.). It is anticipated that a Planning intern would assist with both administrative functions such as meeting agenda preparation and postings, mailing of notices, and application intake as well as utilize his/her education in planning/environmental areas, and can also respond to questions from the general public about zoning and development, and process administrative permits (sign, tree, alcohol transfer permits, vacation rental permits and monitoring, etc.), with oversight from more senior planners (Associate Planner and/or Planning Director).

The internship would be proposed to be paid, at a rate of between \$20-35/hour, depending on qualifications (years of education, other work experience, etc.). This is similar to internship pay in other locations, and recommended by SSU.

GOALS:

This action supports the following City Council Goals and General Plan Actions:

Goal 6 - Maintain a highly qualified Staff that works to provide services to serve and protect the residents, visitors and business of this community. In that, this will provide staffing assistance to the Associate Planner and Planning Director as well as provide a learning opportunity for an SSU student or recent graduate.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

The cost for the internship would be absorbed in the Planning Department due to staff vacancies and leaves, so would not impact the overall Department budget. A current staff leave is anticipated to continue into the next fiscal year, and it is anticipated that salary savings in the next fiscal year would continue to cover the costs of this internship in FY22/23.

RECOMMENDATION:

Authorize staff to enter into an agreement with SSU, and hire a short-term student or recent graduate intern in the Planning Department to assist with the department's staffing needs.

Attachments: SSU Agreement





NON-CLINICAL STUDENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University on behalf of, Sonoma State University ("University") and ______ ("Learning Site"). In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

I. Learning Site's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test; obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Agree that students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.

II. Insurance

A. <u>Learning Site's Insurance</u>. Learning Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Learning Site shall also maintain and provide evidence of workers' compensation and disability coverage for each employee as required by law. Learning Site shall provide UNIVERSITY with evidence of the insurance coverage upon request. Learning Site shall promptly notify UNIVERSITY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.





III. University's Responsibilities

- B. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the Learning Site.
 - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- C. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Learning Site.
- D. The student will be covered under the CSU's Student Academic Field Experience for Credit Liability Insurance Program ("SAFECLIP") Coverage includes General Liability and Professional Liability in the amounts of \$2,000,000 Each Loss and \$4,000,000 Aggregate for all covered parties and not per student.

IV. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work for that applicable semester to earn the appropriate credits.
- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- D. The Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The Learning Site is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. The Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, The Learning Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.
- E. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any





commercial product or service by the University.

- F. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- G. All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Learning Site pursuant to this Agreement, including papers, reports, charts, computer programs, and other documentation and improvements hereto, shall be Learning Site's exclusive property.
- H. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY Name: Candace Nelson Title: Contract Analyst Telephone Number: 707-664-4283 Email Address: <u>candace.nelson@sonoma.edu</u> LEARNING SITE Name Title Telephone Number Email Address

With Copy to: Name: Title: Telephone Number: Email Address:

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

| Sonoma State University | Name of Learning Site |
|-------------------------|------------------------|
| Signature: | Signature: |
| Date: | Date: |
| Printed Name and Title | Printed Name and Title |

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