

AGREEMENT

Between

Salinas Valley Enterprise Zone

and

Monterey County

concerning

**ASSISTANCE IN ADMINISTERING
SALINAS VALLEY ENTERPRISE ZONE**

AGREEMENT

I. DECLARATION

This Agreement is entered into by and between the **SALINAS VALLEY ENTERPRISE ZONE**, an organization administered by the CITY OF SALINAS, hereinafter referred to as "ZONE", and the **COUNTY OF MONTEREY**, a political subdivision of the State of California, by and through its Economic Development Department, hereinafter referred to as "EDD".

WHEREAS, the City of Salinas and the County of Monterey, along with other cities, are parties to an application for designation of an Enterprise Zone that was approved by the California Enterprise Zone Program on January 30, 2009; and

WHEREAS, the implementation, management and marketing of an Enterprise Zone upon designation is a long-term (15-year) partnership between local governments, business organizations and businesses; and

WHEREAS, the successful implementation of an Enterprise Zone Program requires a strong commitment and cooperation by the all of the program participants in support of job development, job creation and economic development; and

WHEREAS, the purpose of the California State Enterprise Zone Program is to stimulate business and industrial growth in depressed areas of the State of California, help attract business to the State, help retain and expand business and industry, and create increased job opportunities for all Californians; and

WHEREAS, the parties of this MOU have acknowledged that the Enterprise Zone Program is needed within the territories of the five participating cities and in the unincorporated area of Monterey County within the Salinas Valley to improve economic conditions and overall quality of life; and

WHEREAS, to the purpose of this Agreement is to assist the Zone in the implementation of the Enterprise Zone Program, in part through the use of County personnel and resources to supplement those currently used by the Zone.

NOW, THEREFORE, the City of Salinas and the County of Monterey agree as follows:

The scope of work, goals and expected performance outcomes of this MOU are specified in Exhibit A and incorporated herein by reference.

II. BACKGROUND

EDD is a department within the County of Monterey. One of the functions of the EDD is to promote and stimulate businesses within the entire County of Monterey, which function is compatible with the work to be done by the Zone. Through this MOU EDD will devote the equivalent of one-half of a full time employee at a Management Analyst II level to provide assistance to the Zone, and the Zone will compensate the County for such services as set forth below.

III. PRINCIPLES OF AGREEMENT

The general areas of responsibility between the parties of this Agreement and the scope of work to be provided are detailed in the attached and incorporated Exhibit A. Pursuant to Exhibit A, the parties expressly agree that EDD shall be bound to comply with all the requirements of the Scope of Services, and that the Zone shall provide compensation therefor. The parties also agree to coordinate and share available resources to increase collaboration between the efforts of the County's OneStop Career Center and the Zone, including offers of mutual participation in events, marketing and other activities.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall commence effective July 1, 2013 and remain in full force and effective through June 30, 2014, unless sooner terminated as provided herein. Either party may terminate this Agreement by giving ninety (90) days' written notice to the other, with or without cause. This Agreement is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of both parties.

B. FISCAL

Zone hereby agrees to pay County for services rendered by EDD described in the Scope of Services as follows:

- a. \$49,500 for 0.5 FTE Management Analyst II and fixed overhead costs, in 12 monthly installments of \$4,125, payable to the County by the 15th of the month following each month of service.
- b. Actual costs of materials required by County to provide the services requested by Zone, with a total annual amount not to exceed \$5,500. Such costs shall be invoiced by County to the Zone, including pertinent supporting documentation, with payment due within 30 days of receipt.

C. MEETING/COMMUNICATION

EDD shall provide the specified services and shall prepare monthly progress reports to the Zone Manager for use in advising the Zone Advisory Board. In addition, the Zone Manager and Management Analyst designated by EDD pursuant to this Agreement shall meet on a periodic basis, no less frequently than twice a month. The Zone Manager shall also meet with other designated EDD employees as necessary to ensure that there is clarity in direction and performance.

D. CONTRACT ADMINISTRATORS

The Zone hereby designates Andrew Myrick as its Contract Administrator for this Agreement. All matters concerning this Agreement, which are within the responsibility of the Zone shall be submitted to the Zone Contract Administrator.

County/EDD hereby designates Joyce Aldrich as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of EDD shall be submitted to the County/EDD Contract Administrator.

Either party may change its designated Contract Administrator upon giving notice pursuant to Section VI.

V. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

A. Scope of Work

VI. NOTICE

Notice to the parties in connection with this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

Joyce Aldrich, WIB Director Monterey County 168 West Alisal Street Salinas, CA 93901 (831) 759-6644 aldrichj@co.monterey.ca.us	Andrew Myrick Salinas Valley Enterprise Zone 65 West Alisal Street, 2 nd Floor Salinas, CA 93901 (831) 758-7362 andym@ci.salinas.ca.us
---	--

Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail. Either Party may change designated persons and/or address(es) by notifying the other Party in writing as to such change as the noticing Party may desire used and which new designation and/or address shall constitute as the address until further written notice.

VII. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT

Zone and County/EDD agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any Exhibit or other attachment to this

Agreement, the provisions of this Agreement shall prevail and control and that the Agreement shall be governed by and interpreted under the laws of the State of California. This Agreement, including the exhibits, represents the entire Agreement between the Zone and County/EDD with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date of this Agreement, as set forth above.

VIII. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive, and both Parties expressly reserve the right to contract with other entities for the same or similar services.

IX. MUTUAL INDEMNIFICATION AND INSURANCE PROVISIONS

a. ZONE shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with ZONE's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "ZONE's performance" includes ZONE's action or inaction and the action or inaction of ZONE's officers, employees, agents and subcontractors.

b. COUNTY shall indemnify, defend, and hold harmless ZONE, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with COUNTY's performance of this AGREEMENT, unless such claims, liabilities, or losses arise

out of the sole negligence or willful misconduct of ZONE. "COUNTY's performance" includes COUNTY's action or inaction and the action or inaction of COUNTY's officers, employees, agents and subcontractors.

c. Each party is permissibly self-insured and no additional insurance shall be required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.


SALINAS VALLEY ENTERPRISE ZONE

BY 

Andrew Myrick
Salinas Valley Enterprise Zone Manager

6/24/13
Date

APPROVED AS TO FORM:



Vanessa W. Vallarta, City Attorney
By
Christopher A. Callihan, Assistant City Attorney

COUNTY OF MONTEREY

BY _____

Date

APPROVED AS TO FORM:

Sr. Deputy County Counsel

EXHIBIT "A" – SCOPE OF WORK

A. COUNTY SERVICES

County shall devote the equivalent of a Management Analyst II at one-half full employment time to the following tasks:

1. Utilizing the Synchronist Program developed by Blane, Canada, Inc., set up and conduct interviews with businesses located within the boundaries of the Salinas Valley Enterprise Zone utilizing the most recently available Synchronist surveys, and input the necessary data into Zone's online Synchronist database.
2. Meet with Real Estate Brokers and property owners to obtain information regarding commercial, industrial, and mixed use properties for sale or lease within the boundaries of the Enterprise Zone, and assist in the posting of these sites into Zone's ZoomProspector (or equivalent program as designated by Zone) program.
3. Work with the Cities of Gonzales, Soledad, Greenfield, and King City to assist in the writing of quarterly reports detailing each jurisdiction's progress towards meeting their obligations as specified in the MOU between the Salinas Valley Enterprise Zone and the State of California.
4. Provide a summary of activities undertaken by County to the Zone Manager every two weeks.
5. On a monthly basis, present a summary of activities to the Zone Advisory Board. In the event that a Zone Advisory Board meeting is canceled, County shall be excused from this obligation for that particular month.

B. ZONE SERVICES

Zone shall provide the following to assist in the tasks described above:

1. Sufficient training on the Synchronist Program developed by Blane, Canada, Inc., to allow the designated Management Analyst to set up and conduct interviews with businesses located within the boundaries of the Salinas Valley Enterprise Zone utilizing the most recently available Synchronist surveys, and input the necessary data into Zone's online Synchronist database.
2. Access to data held by the Cities of Gonzales, Soledad, Greenfield and King City, to facilitate the preparation of quarterly reports.

C. PERFORMANCE GOALS:

1. County shall endeavor to conduct at least five Synchronist interviews with businesses located within the boundaries of the Salinas Valley Enterprise Zone but outside of the City of Salinas each week.
2. County shall update the Zone's site inventory of available property for sale or lease each week by interviewing real estate brokers or property owners.
3. County shall work with the cities of Gonzales, Soledad, Greenfield and King City, to submit quarterly reports, as well as the quarterly report from the County, to ensure submission to the Zone Manager within 30 days after the end of each quarter.
4. County designated Analyst will meet with the Zone Manager at least twice a month to provide updates and progress reports; and

5. County shall prepare and present monthly updates and progress reports at the Zone's Advisory Board meetings.