

**MEMORANDUM OF AGREEMENT  
BETWEEN THE NATIONAL STEINBECK CENTER  
AND  
THE COUNTY OF MONTEREY**

This MEMORANDUM OF AGREEMENT (“AGREEMENT”) is made on \_\_\_\_\_, 2015, by and between the National Steinbeck Center (“NSC”), and the County of Monterey (“COUNTY”).

**RECITALS**

A. The County of Monterey (“County”) is considered an “affected taxing entity” under the Community Redevelopment Law (Health and Safety Code sections 33000, et seq.), with regard to the Project Area; and

B. Effective June 29, 2011, the Community Redevelopment Law was significantly amended by the Dissolution Act (ABX 1 26), which had the effect of dissolving redevelopment agencies and requiring that assets and debts of redevelopment agencies be liquidated and funds transferred to “affected taxing agencies;” and

C. On October 7, 2014, the County adopted Resolution 14-285, to support establishing a California State University of Monterey Bay campus in downtown Salinas and to forgo the receipt of unanticipated tax revenue of approximately \$68,264.00 from the sale of the Steinbeck Center to California State University Monterey Bay; and

D. The County has been informed that the State Department of Finance has required the reallocation of sales proceeds rather than their “forgiveness;” and

E. The County of Monterey wishes to reconfirm its intent to forgo the County’s share of un-anticipated tax revenue, as well as its determination that sale of the Steinbeck Center to California State University Monterey Bay is in the “best interests” of the Steinbeck Center, the City of Salinas’ Downtown Vibrancy Plan and educational interests of California State University, Monterey Bay, and ultimately, the County’s best interests.

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES  
HERETO AS FOLLOWS:**

**AGREEMENT**

1. Sale Proceeds Collection and Remittance

Within 10 business days of receipt of its share of the proceeds of the sale of the National Steinbeck Center to California State University Monterey Bay, the County shall remit the same

to the National Steinbeck Center, at the following address:

National Steinbeck Center  
ADDRESS  
Salinas, CA 93901  
Attn: NAME

- 2. Amendment by Written Recorded Instrument. This Agreement may be amended or modified in whole or in part, only by written instrument executed by both of the parties.
- 3. Governing Law. This Agreement shall be governed by and interpreted by and in accordance with the laws of the State of California
- 4. Interpretation. It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and the neither party is to be deemed the party which prepared the Agreement within the meaning of Civil Code Section 1654.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and Year set out opposite their respective signatures.

**NATIONAL STEINBECK CENTER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Officer  
Lori Wood

**COUNTY OF MONTEREY**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_