

ATTACHMENT B

AGREEMENT NO. A- 08204
MEMORANDUM OF UNDERSTANDING
County of Monterey and City of Greenfield

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made an entered into on April 25, 2000, by an between the COUNTY OF MONTEREY ("County") and the CITY OF GREENFIELD ("City"), as follows:

Recitals

This MOU is entered into with reference to the following facts and circumstances:

- a) Sphere of Influence Amendment. Both the City and the County concur that the inclusion of approximately 111 acres of unincorporated land located north of the City and east of Highway 101, as more specifically shown on Exhibit A which is attached hereto (hereinafter referred to as the "site") within the City's Sphere of Influence is appropriate as a future expansion area of the City.
- b) Yanks Air Museum Project. The City and County generally agree that development of the site will occur in the unincorporated area and in accordance with the Board of Supervisors approved and certified Yanks Air Museum and Visitor Serving Environmental Impact Report. The intended uses include an aircraft museum, runway, winery with tasting room, two gasoline stations, and a 150 room hotel/motel and restaurant (hereinafter referred to as the "Project").
- c) Purpose and Intent. It is the purpose and intent of the MOU, therefore, to set forth certain agreements between the parties to express their intent to jointly pursue a course of action to ensure the development of the Project, facilitate the provision of water and sewer services to the Project by the City in anticipation of future annexation, and to provide a means of financing and constructing project related facilities.
- d) It is recognized that numerous further actions must be taken to comply with federal, state and local laws and regulations which may affect certain provisions contained herein (e.g., grant approvals, environmental review, LAFCO process, etc.), however, both parties agree to make a good faith effort to comply with and implement the terms and conditions of this MOU, as follows:

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Terms and Conditions

1. Provision of Water and Sewer Service by the City. The City shall immediately apply to LAFCO for approval to extend City water and sewer service to the site, and the County agrees to and will fully support the application to LAFCO.
2. Annexation of the Site to the City. The development will occur through phasing. The County agrees to support annexation to the City of Greenfield for each phase of development upon the issuance of certificates of occupancy for all structures within the phase, or two (2) years after the first certificate of occupancy is issued for any structure in the phase, whichever event occurs first. Notwithstanding the aforesaid phased plan for annexation, the County agrees to support annexation of the entire parcel to the City of Greenfield no later than ten (10) years after the issuance of the first certificate of occupancy.
3. Tax Transfer Agreement. The parties hereto agree to prepare and execute a Property Tax Transfer Agreement that a) recognizes that all future growth in property tax revenues will be subject to a shift to the Education Revenue Augmentation Fund and b) provides for the proportional sharing of available property taxes within the tax rate area for the site whereby 51.7 percent of such taxes will be received by the County and 48.3 percent will be received by the City, in perpetuity as shown in Exhibit B.
4. Development Standards. All planning and building permits and development applications shall be consistent with the County General Plans and development plans for the site. In addition, the project will be designed, to the extent possible, to be consistent with all applicable City regulations so long as these regulations are not in conflict with applicable County regulations.
5. Revenue Sharing. After annexation of the project site, the City agrees to pay to the County \$100,000 each year if annual city revenues from the project exceed \$150,000, as determined by the City no later than March 1 of each year. The City's obligation under this provision shall terminate twenty (20) years after the first year of payment to County.
6. EDA and State Grants for Water and Sewer Improvements. The City and County agree to cooperate on the preparation and submission of grants for water and sewer infrastructure improvements, at no cost to either party.
7. First Source Hiring Agreement. The County and the City agree to a first Source Hiring Agreement for the Project that gives job preference to residents of the City.

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8. Agreement Reopener. The City and County agree to renegotiate this agreement if new revenue sharing policies are developed by the City Managers and County Administrative Officer.
9. Further Actions. Each of the parties agree to execute and deliver to the other all such documents and instruments, and to take such further actions, as may reasonably be required to give effect to the terms and conditions of this MOU.
10. Interpretation. It is agreed and understood by the parties hereto that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this agreement within the meaning of Civil Code § 1654. The provisions of this MOU shall be interpreted in a reasonable manner to effect the purpose of the parties and this MOU.
11. Definitions. For the purpose of this MOU, the following words and phrases shall have the meaning as described in this paragraph:
 - a) "City revenues" shall mean the total of all property, sales and transient occupancy taxes due and payable to the City from the Project.
 - b) "Administrators" shall mean the City Manager of Greenfield, or the City Manager's designee, and the "County Administrative Officer, or such Officer's designee.
12. Duty to meet and confer. If any dispute under this MOU arises the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Each party shall make all reasonable efforts to provide to the other party all the information that the party has in its possession that is relevant to the dispute, so that both parties will have ample information with which to reach a decision.
13. Amendment or Modification. This MOU may be amended, altered or modified only in writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto.
14. Attorney's Fees and Costs. In the event it should become necessary for either party to enforce any of the terms and conditions of this MOU by court action or administrative enforcement, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing party.

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15. Relationship of the Parties. Nothing in this MOU shall create a joint venture, partnership or principal-agent relationship between the parties.
16. Counterparts. This MOU may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.
17. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to such subject matter.

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IN WITNESS WHEREOF, this MOU has been executed by the duly authorized officers of each of the parties on the date first shown above.

COUNTY OF MONTEREY

By Louis R. Alcazar
Chair, Board of Supervisors

CITY OF GREENFIELD

By M. Roman
Mayor

ATTEST:

Carrie Wilkinson
Clerk of the Board
Carrie Wilkinson

ATTEST:

Ann S. Jester
City Clerk