

MEMORANDUM OF UNDERSTANDING

between

THE COUNTY OF MONTEREY

and

THE CITY OF SALINAS

regarding the

MUTUAL PLANNING AND IMPLEMENTATION OF A
GOVERNMENT CENTER IN DOWNTOWN SALINAS

This Memorandum of Understanding (MOU) is between the County of Monterey ("County") and the City of Salinas ("City") hereafter referred to as "Parties", regarding the mutual planning and implementation of a multi-agency campus style government center located in downtown Salinas ("Government Center"), building upon the mutual resources and the current and anticipated facilities needs of the County and the City, in and around downtown Salinas.

WHEREAS, downtown Salinas encompasses Monterey County's largest concentration of local and state government offices, including the County Administrative Offices, the State Superior Court, and Salinas City Hall; and

WHEREAS, this concentration of government activity generates significant government-related business activity, such as legal, real estate, development, accounting, and financial services; and

WHEREAS, government workers represent the largest share of downtown employment and, by their proximity to commercial businesses in the downtown, generate a considerable amount of direct downtown economic activity through visitors, shopping, meals and entertainment; and

WHEREAS, the County and the City each own and/or occupy a significant share of downtown properties, and in particular those properties within and adjoining the area bounded by Salinas Street to the east, Central Avenue to the north, Capitol Street to the west and Alisal Street to the south; and

WHEREAS, the County and the City each recognize that the continued concentration of government offices in downtown Salinas is beneficial for the efficient and effective provision of many government services and functions, and is essential for the economic health and well-being of downtown Salinas; and

WHEREAS, the County and the City have agreed to pursue, for mutually beneficial purposes, the potential development by the City of a future community safety building on vacant property owned by the County at 312 East Alisal Street, just east of the downtown, that would allow for the existing and future community safety needs of the City and include a new Police Department headquarters; and the parties recognize that such facility is crucial for a master planned "Alisal Marketplace" project for the area north and west of the County property.

NOW, THEREFORE, the parties hereby set forth their mutual understandings and actions required for a mutual Government Center planning and implementation strategy, as follows:

1. The parties agree to provide staff and financial resources necessary to develop a comprehensive planning and implementation program for a Government Center that would address, among other issues:
 - a) Evaluate spatial and organizational needs of County agencies and departments whose current location in the downtown, or whose relocation to the downtown may be beneficial as part of a regional government center.
 - b) Evaluate spatial and organizational needs of City agencies and departments
 - c) Evaluate spatial and organizational needs of other governmental entities that could benefit from or contribute to the effective and efficient provision of services to the community by being part of a regional government center located in the downtown.
 - d) Evaluate existing buildings and properties currently owned by the parties for potential future use that, where practical and effective, could be combined for mutual use.
 - e) Evaluate opportunities for the parties to combine functions and offices where the provision of services can have cost savings for both parties, and result in greater efficiency and effectiveness.
 - f) Provide a comprehensive facilities master plan for the government center that makes optimal use of existing facilities for the parties while planning for future government activities and functions based on the comprehensive evaluation of future government needs.
 - g) Provide for a comprehensive, long term parking master plan that would encompass and provide for development and management of all downtown City and County parking facilities, and providing for both private and public usage as may be appropriate.
 - h) Provide for attractive, safe and convenient pedestrian linkages and green space between and among all government facilities, Main Street, and multi-modal transportation facilities.
 - i) Consider the government center master plan's relationship with surrounding existing land uses and plans; and incorporate the master plan into all future City land use planning activities in the downtown.
 - j) Evaluate potential reuse and preservation of historic buildings.
2. The parties agree to provide mutual support and assistance for ensuring the continued and expanded presence of primary state, federal, and other agency offices in the downtown, when demonstrated for effective provision of services.

3. The parties agree that the County intends to undertake a process to evaluate rehabilitation of the East and West Wings of the old County Courthouse and to consider intermediate and long term parking solutions, based on current and future needs.
4. The parties agree to consider a License Agreement between the County and the City for the continued use by jurors of the City's parking lot at the Intermodal Transportation Center (train station).
5. The parties agree that the County and the City will complete due diligence for acquisition/disposition of the County's former public works yard at 312 East Alisal Street and the City's police station no later than June 1, 2012.
6. The parties agree that a CEQA process will be mutually undertaken to evaluate the potential environmental impacts of any Government Center master plan project. It is the purpose and intent of this Memorandum of Understanding ("MOU") to set forth the mutual undertakings of the Parties that may facilitate future development. The Parties intend that this MOU and any subordinate documents not constitute an entitlement for development, such development being the subject of other actions by public entities or of permits to be sought at later times. It is also the intent of the Parties that this MOU not constitute a "project" for purposes of the California Environmental Quality Act ("CEQA"), and that any future development as may be described herein be subject to all requirements of law, including CEQA. Execution of the MOU constitutes a good faith agreement to work toward the mutual policy objectives as outlined herein, reserving for the future any specific project approvals or plans. Any specific project approvals shall become effective if and only after such applications have been considered by the City and County in their sole discretion following the conduct of all legally required procedures, including without limitation, all required environmental review processes and all other applicable governmental approvals.

General Provisions

7. This MOU is effective on May 8, 2012 and shall remain in force until May 8, 2015, unless extended or sooner terminated by mutual consent of the Parties. The period of performance may be extended or shortened by written agreement of the Parties. Any Party hereto may terminate this MOU at any time by giving 90 days written notice to the other Party.
8. This MOU constitutes the entire agreement and understanding between the Parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, with regard to the purposes of this MOU. Any changes or modifications shall be accomplished by a written amendment to this MOU executed by the duly authorized representatives of the Parties.
9. In the event of a dispute arising out of the performance of this MOU, each of the Parties may send a written notice of dispute to the other Parties. Within fifteen working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute.

10. The Parties shall defend, indemnify and hold each other and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents, or employees.

11. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

COUNTY OF MONTEREY
County Administrative Officer
168 W. Alisal St.
Salinas, CA 93901-2439

Copy: County Counsel

CITY OF SALINAS
City Manager
200 Lincoln Avenue
Salinas, CA 93901

Copy: City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as set forth below:

County of Monterey

Dave Potter

7-31-12
Date

Chairman of the Board of Supervisors


Approved as to Form

[Signature]

7/26/12
Date

CH. ASST.
County Counsel

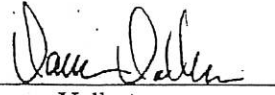
City of Salinas



Dennis Donohue
Mayor

5/8/12
Date

Approved as to Form



Vanessa Vallarta
City Attorney

5/08/2012
Date

