

RESOLUTION NO. 20911 (N.C.S.)

**A RESOLUTION OF THE SALINAS CITY COUNCIL
AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF MONTEREY REGARDING THE
MUTUAL PLANNING AND IMPLEMENTATION OF GOVERNMENT SERVICES
AND FACILITIES IN 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, the County and the City each recognize that the continued concentration of government offices and government workers in the 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 approval of the subject resolution to adopt the MOU is not a project as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore exempt from further environmental review.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached Memorandum of Understanding between the County of Monterey and the City of Salinas Regarding Mutual Planning and Implementation of Government Services and Facilities in Downtown Salinas in substantially the form submitted to the City Council and Board of Supervisors of the County and authorizes the Mayor to sign the Memorandum of Understanding on behalf of the City.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect upon adoption.

PASSED AND ADOPTED this 9th day of February 2016 by the following vote:

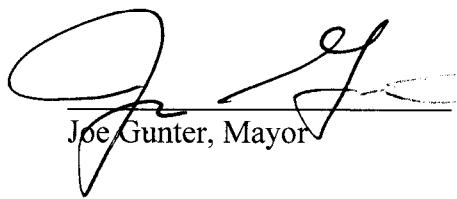
AYES: Councilmembers: Barrera, Castaneda, Craig, De La Rosa, Lutes, McShane and Mayor Gunter

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:



Joe Gunter, Mayor

ATTEST:



Patricia M. Barajas, City Clerk

Attachment: MOU between the County of Monterey and the City of Salinas regarding Mutual Planning and Implementation of Government Services and Facilities in Downtown Salinas

MEMORANDUM OF UNDERSTANDING

between

THE COUNTY OF MONTEREY

and

THE CITY OF SALINAS

regarding the

MUTUAL PLANNING AND IMPLEMENTATION OF GOVERNMENT SERVICES AND FACILITIES 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 (“Courts”), 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 lease a significant share of downtown properties, and in particular those properties within and adjoining the Government Center which is 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 City mutually funded and participated in the preparation of the Salinas Downtown Vibrancy Plan (herein referred to as the “Downtown Vibrancy Plan”) and have each adopted resolutions accepting the plan as a strategic planning document to guide the revitalization of Downtown Salinas including a comprehensively planned Government Center; and

WHEREAS, the County and City mutually agree to work together to create a Government Center that connects to downtown as provided in the Downtown Vibrancy Plan, Chapter 5 “Stimulating Development Activity”, Section 5.2.2 Government Center, (page 59) and the goals defined in Figure 5-3 “Catalyst Improvements Government Center”; and

WHEREAS, this MOU is intended as an expression of intent, but the parties recognize that any future development as may be described herein is subject to all requirements of law, including environmental review under CEQA as appropriate.

NOW, THEREFORE, the parties hereby set forth their understandings and actions (including a Schedule of Performance attached to this MOU as Exhibit “A”) required for a mutual Government Center planning and implementation strategy as follows:

1. The parties agree to continue to provide staff and financial resources necessary to support the implementation of strategies and actions recommended in the Downtown Vibrancy Plan for the Government Center and other County and City-owned and leased facilities located in the downtown including but not limited to the following and as outlined in Exhibit “A”:
 - a. Complete the appropriate environmental studies in conformance with the California Environmental Quality Act (CEQA) required for the implementation of the Downtown Vibrancy Plan.
 - b. Amend the City’s General Plan Land Use Designations and Zoning Districts of the County and City-owned parking lots identified in Exhibit “B” of this MOU from the Public/Semipublic (PS) zoning district to a zoning district intended to attract private investment and promote development.
 - c. Complete a parking and facility needs and fiscal assessment of existing government facilities. The assessment will address the reuse or repurposing of existing facilities and identify the costs and potential funding sources to construct a shared use parking facility that serves the Government Center (County, City, State (Courts) and Post Office). The preferred option for the shared use parking facility identified in the Downtown Vibrancy Plan is located on the southwest corner of West Gabilan Street and Church Street (a portion of APN 002-247-001).
 - d. Provide a comprehensive facilities master plan for the Government Center that makes optimal use of existing facilities for the parties while planning for future governmental activities, functions and spatial needs in accordance with Figure 5-3 (attached to this MOU as Exhibit “C”) and other applicable provisions of the Downtown Vibrancy Plan including but not limited to the following:
 - (i) County agrees to coordinate with City in the implementation of the County’s Facility Utilization Plan for County-owned or leased facilities located within the Government Center. Said plan includes, but is not limited to the following:
 - (1) Renovate the East/West Wing building for the intended purpose of relocating the District Attorney’s office, grand jury, law library and/or other governmental functions as determined by the County.
 - (2) Relocate the Public Defender’s office into the County Administrative Building after the Resource Management Agency is relocated from East Alisal Street to Schilling Place.
 - (3) Remove modular buildings upon relocation of the District Attorney’s and Public Defender’s offices.

- (ii) County agrees to coordinate with City in master planning of other County-owned or leased facilities located within the Government Center. Future plans include, but are not limited to the following:
 - (1) Disposition of the Old County Jail
 - (2) Provision of open space
 - (3) Provision of parking and shared structure parking facility or facilities.
- (iii) City agrees to coordinate with County in master planning of the City-owned or leased facilities located within the Government Center. Future plans include, but are not limited to the following:
 - (1) Complete a facility needs study and fiscal assessment for a new Salinas City Hall facility which evaluates the potential reuse or demolition of the existing Salinas police station and City Hall facilities.
- (iv) City and County agree to coordinate with the Courts to address their existing and future facility needs within the Government Center.

e. Provide for attractive, safe and convenient pedestrian linkages and green/open spaces between and among all government facilities, Main Street, and multi-modal transportation facilities in accordance with the Downtown Vibrancy Plan including but not limited to the incorporation of “road diets” for streets located in the downtown, where appropriate.

f. Consider the Government Center’s relationship with surrounding land uses and plans; and incorporate the plan into all future City land use planning activities in the downtown.

g. Evaluate the potential reuse, preservation or replacement of County or City-owned historic buildings in the downtown.

2. The parties agree to provide mutual support and assistance for enabling the continued and expanded presence of primary State (Courts), federal, and other agency offices in the downtown, when demonstrated for effective provision of services.

3. The parties agree to explore partnerships and to co-leverage funding wherever the potential exists, to funding capital improvements for buildings and infrastructure deemed to be mutually beneficial to the development of the Government Center, that includes but is not limited to various forms of financing, the formation of and enhanced infrastructure financing district, community benefit district, and State and federal resources.

4. The parties agree to continue in an on-going License Agreement between the County and the City to allow jurors to park in designated City parking facilities until such time that an alternative parking solution is available or either party desires to terminate said agreement.

5. 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.

6. The Parties agree to commence and use their best efforts to complete the actions within the projected timeframes set forth in the Schedule of Performance attached to this MOU as Exhibit "A".

General Provisions

7. This MOU is effective from December 15, 2015 and shall remain in force until October 31 2020, 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. The City Manager and the County Administrative Officer are specifically authorized to extend the period of performance of this MOU for a period of one year or less. The City Council and Board of Supervisors shall approve any extension in the period of performance which exceeds one year. Any Party hereto may terminate this MOU at any time by giving 90 days written notice to the other Party.
8. This MOU shall be reviewed annually by the City Council and the Board of Supervisors in November of each year following the effective date of this MOU. As part of the annual review, a written report shall be prepared by the City Manager and County Administrative Officer or their designees documenting the progress of this MOU, which shall include an updated Schedule of Performance showing the completion and funding status of each action and any revisions from the previous year's report. The written report shall be made available to the public for review and comment before the consideration of the annual report by either the City Council or Board of Supervisors.
9. The Schedule of Performance may be revised upon the written consent and agreement of the Parties. The City Manager and the County Administrative Officer are specifically authorized to administratively revise the Schedule of Performance as necessary to address new or changed circumstances; add, delete or modify actions or completion dates, or make other revisions as necessary to implement the understandings of this MOU. The City Manager and County Administrative Officer shall have the right to refer any proposed revision of the Schedule of Performance to the City Council and Board of Supervisors for their consideration. The City Manager and County Administrative Officer shall inform the City Council and Board of Supervisors of any changes in the Schedule of Performance.
10. 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
11. 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.

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.

12. 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.
13. 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

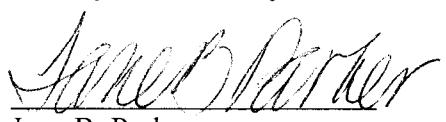
Copy: County Counsel

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


Jane B. Parker
Chair of the Board of Supervisors

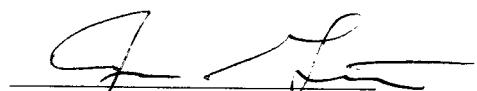
2-9-16
Date

Approved as to Form


County Counsel

2/1/16
Date

City of Salinas

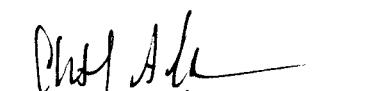


Joe Gunter
Mayor

2-21-16

Date

Approved as to Form



Christopher M. Callihan
City Attorney

2/21/2016

Date

EXHIBIT “A”
SCHEDULE OF PERFORMANCE

MOU Section	Action Item	Responsible Party	Completion Date	Funding Status
1.a.	Complete CEQA analysis for the Downtown Vibrancy Plan.	City	December 2016	1b to occur first, and will provide scope of work for CEQA analysis
1.b.	Amend the City's General Plan Land Use Designation and Zoning Districts for City and County-owned parking lots identified in Exhibit "B" of this MOU.	City	December 2016	\$175,000
1.c.	Complete a parking and facility needs and fiscal assessment of existing government facilities.	City and County	Complete parking and facility needs and fiscal assessment by December 2016	\$150,000
1.d.(i)(1)	Complete East/West Wing building renovation.	County	December 2018	Funded
1.d.(i)(2)	Relocate Public Defender's Office into the County Administrative Building.	County	December 2018	TBD
1.d.(i)(3)	Remove modular buildings.	County	Within 90-calendar days of the relocation of the District Attorney's and Public Defender's offices.	TBD
1.d.(ii)(1)(2)(3)	Coordinate on future planning activities related to the disposition of the Old County Jail, provision	County and City	On-going and/or as otherwise provided in this MOU.	TBD

	of open space and parking and shared parking facility or facilities.			
1.d.(iii)(1)	Complete a facility needs and fiscal assessment for a new Salinas City Hall facility.	City	December 2018	TBD
1.d.(iv)	City and County agree to coordinate with the Courts to address their existing and future facility needs.	City and County	On-going	NA
1.e.	Provide for attractive, safe and convenient pedestrian linkages and green spaces.	City and County	In accordance with the timeframes specified in the Downtown Vibrancy Plan. Complete “road diet” design specifications and improvement plans for West Alisal Street by December 2016.	\$75,000 budgeted to establish an Enhanced Infrastructure District to fund changes in the built environment
1.f.	Consider the Government Center’s relationship with surrounding land uses and plans.	City and County	On-going	NA
1.g.	Evaluate the potential reuse, preservation or replacement of City- and County- owned historic structures (the Old County Jail is addressed in Action Item 1.d.(ii)(1)(2)(3) above).	City and County	December 2019	TBD
2.	Provide mutual support and assistance for	City and County	On-going	TBD

	continued presence of primary State (Courts), federal, and other agency offices in the downtown.			
3.	Explore partnerships and to co-leverage funding.	City and County	On-going	TBD
4.	Continue License Agreement between the County and the City to allow jurors to park in designated City parking facilities.	City and County	Current Agreement in place/On-going.	No City fiscal impact; County assumed continuance of shuttle and related services
8.	Annual Review	City and County	By November 30 th of each year.	NA
The Schedule of Performance may be modified in accordance with the requirements of Section 9 of this MOU. TBD – To be determined NA – Funding status is generally not applicable.				

EXHIBIT “B”
CITY/COUNTY-OWNED OR LEASED PROPERTY WITHIN
THE GOVERNMENT CENTER

The table below describes potential real property owned or leased (controlled) by the City and County that are within the Government Center defined by Section 5.2.2 of the Downtown Salinas Vibrancy Plan. All are currently zoned by the City as “Public/Semipublic (PS)”. As described in the MOU, these properties are the topic of consideration for re-use, or potential disposition to private party for development purposes, and will be considered for rezoning for that purpose. This list of properties is speculative in nature, and may be changed if agreed upon in writing by both parties.

City/ County Controlled	Description/ Square footage	Address	APN	Current Use	Conditions for Reuse
County	Surface parking lot: 46681 square feet.	300 Cayuga Street	002322018	Employee parking	Relocate or replace current parking use.
County	Surface Parking Lot; west portion: 64,865 of 135,886 square feet	230 Church Street	002235028	Employee parking	Relocate or replace current parking use.
County	Offices; east portion: 71,021 of 135,886 square feet	230 Church Street	002235028	Temp portable buildings for District Attorney	Relocate District Attorney into East and West Wing of Court House.
County and City	Offices, surface parking: 51,766 of 148,647 square feet	320 Lincoln Avenue	002331010	Temp portable buildings Public Defender; county parking; city vehicle parking	Relocate Public Defender and relocate or replace parking.
City	Government Offices: 105,745 square feet	200 Lincoln Avenue	002246014	City Hall, Police Department and Council Rotunda	Move Police Department; redesign City Hall (may not require rezone from Public/Semipublic (PS)).
City	Surface parking and office: 6 parcels; 40,100 square feet	106-122 Lincoln Avenue	002245002 -008	City employee parking	Relocate employee parking.
City	Surface Parking:	210	002244098	Employee and	Lot has to be split

	27,845 of 33,386 square feet	Salinas Street		public parking; old fire house	isolating the old fire house from parking; parking use has to be replaced or relocated.
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The rezoning of these properties (for example from Public/Semipublic (PS) to Mixed Use (MX)) will require an amendment of the City's General Plan and related environmental review in accordance with the California Environmental Quality Act (CEQA).

EXHIBIT “C”

FIGURE 5-3 OF THE SALINAS DOWNTOWN VIBRANCY PLAN

