



MEMORANDUM OF UNDERSTANDING
by and among
CITY OF HOLLISTER,
CITY OF MARINA,
CITY OF SALINAS,
and
CITY OF WATSONVILLE
for
COOPERATIVE PROCUREMENT

This Memorandum of Understanding ("MOU") is effective as of this ____ day of _____, 2024, by and among the City of Hollister, a general law city ("Hollister"), the City of Marina, a charter city ("Marina"), the City of Salinas, a charter city ("Salinas"), and the City of Watsonville, a charter city ("Watsonville"). Hollister, Marina, Salinas, and Watsonville are referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, each of the Parties own and operate a municipal airport; and

WHEREAS, each Party has determined that it needs to retain a consultant to perform an airport economic benefit analysis; and

WHEREAS, for the procurement of professional services to perform municipal airport economic benefit analyses, it may be more cost-effective for the Parties to cooperatively procure such professional services in order to achieve economies of scale, make the best use of airport funding, and minimize costs; and

WHEREAS, pursuant to Government Code Section 6502, the Parties are statutorily authorized to jointly exercise any power common to the Parties; and

WHEREAS, Hollister is authorized to procure professional services pursuant to Chapter 3.06 of the Hollister Municipal Code, Marina is authorized to procure professional services pursuant to Chapter 3.16 of the Marina Municipal Code; Salinas is authorized to procure professional services pursuant to Chapter 12 of the Salinas Municipal Code, and Watsonville is authorized to procure professional services pursuant to Chapter 5 of Title 3 of the Watsonville Municipal Code; and

WHEREAS, the Parties desire to establish a mutual understanding to provide for Watsonville acting as lead airport ("Lead Airport"), and Hollister, Marina, and Salinas, each acting

as participating Airports ("Participating Airports"), to procure professional services to perform municipal airport economic benefit analyses for each of the Parties;

NOW, THEREFORE, the Parties in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

1. **Complete Agreement.** This MOU, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU among the Parties concerning the cooperative procurement professional services to perform municipal airport economic benefit analyses. The above-referenced Recitals are true and correct and are incorporated by reference herein.

2. **Lead Airport Responsibilities.** Watsonville agrees to the following responsibilities for the cooperative procurement:

a. Watsonville shall serve as Lead Airport on the cooperative procurement of professional services to perform municipal airport economic benefit analyses for each of the Parties (the "Procurement"). Procurement services ("Services") may include, but are not limited to, working with the Parties to prepare and issue Request for Proposal ("RFP") documents, develop scopes of work, develop evaluation criteria, and prepare addenda, if any, communicate with respondents to the RFP, and coordinate the proposal evaluation and selection processes.

b. Watsonville shall work with the Parties to schedule such joint procurements in a timely manner, consistent with the availability and workload of Participating Airports' staff.

c. Watsonville shall ensure that the Procurement complies with and is consistent with all federal, state and local regulations, circulars and guidelines.

d. Watsonville is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to its own personnel in connection with any and all Services provided under this MOU, as well as that which may be required by law. Watsonville shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. Watsonville shall have exclusive control over its employees and the Parties shall not have any authority to direct or control employees of Watsonville. Watsonville's employees or agents shall not be deemed the employees or agents of any of the other Parties for any purpose.

e. Watsonville agrees to indemnify, defend and hold harmless the Parties, its member Airports, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by Watsonville, its officers, directors, employees, or agents in connection with or arising out of the performance of services under this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of any of the Parties, their respective officers, directors, employees, or agents.

3. All Parties' Responsibilities. The Parties agree to the following responsibilities in connection with the Procurement:

a. The Parties shall each actively participate in the Procurement. Each Party shall provide input on the Procurement scope of work, evaluation criteria, selection of consultant, data requirements, and other background information required to provide the respondents to the RFP with sufficient information to prepare and submit viable proposals. Each Party shall also participate in the proposal evaluation and selection process, and shall award its own procurement contract to the selected consultant, subject to its respective contract approval process.

b. The Parties shall work with Watsonville to schedule such the Procurement in a timely manner, consistent with the availability and workload of each Parties' staffs.

c. The Parties shall review the Procurement documents and process to ensure they comply with and are consistent with all federal, state and local regulations, circulars and guidelines.

d. Each Party is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to its own personnel in connection with any and all services provided under this MOU, as well as that which may be required by law. Each Party shall be responsible for all reports and obligations respecting its own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. Each Party shall have exclusive control over its employees and no Party shall have any authority to direct or control employees of any other Party. No Party's employees or agents shall be deemed to be another Party's employees or agents for any purpose.

e. Each Party agrees to indemnify, defend and hold harmless the other Parties, their respective officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by the indemnifying Party, its officers, directors, employees, or agents in connection with or arising out of the performance of this MOU.

f. The Parties shall form an advisory committee, known as the "Steering Committee," consisting of one representative from each Party. Each Party may assign one alternate for situations where its primary member is unavailable. The Parties may identify their primary and alternate representatives as part of this MOU. The Steering Committee will evaluate proposals to determine which Consultant best meets the needs of the respective Parties. The Steering Committee shall review and evaluate the submitted proposals pursuant to the terms of the RFP. To the extent the Parties modify, alter, or adjust the review and evaluation process, the Steering Committee shall abide by the updated review and evaluation process. The Steering Committee shall have the right to either: (a) select a consultant directly from the written proposals to best meet the overall needs of each Party or (b) request "Best and Final Offers" from the two finalist consultants and select based on the lowest price. The recommendation shall be based on unanimous vote of the whole Steering Committee. Each Party may only have one vote. The Steering Committee shall have no decision-making authority on behalf of each respective City. The

respective City's Committee member or alternate shall propose the selected Consultant to its respective Governing Body, City Manager, or delegate, pursuant to its respective purchasing ordinance.

4. Parties' Mutual Obligations. The Parties understand and agree to the following mutual responsibilities regarding the Procurement:

a. The Request for Proposals document developed for the Procurement shall include language requiring each Party to award its own contract to the selected consultant, if a contract award is determined by a Party to be in its best interest.

d. No Party shall be required to award a contract under the cooperative procurement if the Procurement results are not economically advantageous to that Party.

e. Each Party shall be solely responsible for the cost of the services for which it contracts with the selected consultant.

f. This MOU shall commence upon full execution by the Parties, and shall continue in full force unless terminated as provided in this MOU.

g. This MOU may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties.

h. A Party may withdraw from this MOU, without cause, by delivering written notice of withdrawal to the other Parties not less than thirty (30) calendar days before the date of withdrawal. The Parties may terminate this MOU upon the written agreement of the Parties. Unless terminated earlier by the Parties, this MOU will terminate upon the execution of the contracts hiring the Consultant.

i. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing this MOU, the parties hereto are formally bound to the provisions of this MOU.

j. All notices hereunder and communications required or permitted by this MOU, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this MOU shall be in writing or authorized in writing, and may be sent by personal delivery, regular mail, or email. Any such notice shall be addressed to:

Notices to Hollister:

Hollister Municipal Airport
60 Airport Drive
Hollister, CA 95023
Attn: Jeff Crechriou, Airport Director
Email: jeff.crechriou@hollister.ca.gov

Notices to the Marina:

Marina Municipal Airport

781 Neeson Road
Marina, CA 93933
Attn: Layne Long, City Manager
Email: llong@cityofmarina.org

Notices to Salinas:

Salinas Municipal Airport
30 Mortensen Avenue
Salinas, CA 93905
Attn: Matt Nelson, Airport Manager
Email: matthewne@ci.salinas.ca.us

Notices to the Watsonville:

Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA 95076
Attn: Rayvon Williams, CM, CAE, Airport Director
Email: rayvon.williams@watsonville.gov

k. The headings of all sections of this MOU are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.

l. The provisions of this MOU shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

m. If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

n. This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU. Secure electronic signatures will be permitted.

o. Neither this MOU, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by a Party without the prior written consent of the other Parties. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

p. Each Party warrants that, in the performance of this MOU, it shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.

q. A Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

r. This MOU shall be construed and interpreted solely in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this MOU constitutes the entire understanding of the Parties hereto, and there are no other requirements, premises, warranties, covenants or undertakings with respect thereto, and have made and executed this MOU as of the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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CITY OF HOLLISTER, a
general law city

David Mirrione, City Manager

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:

Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

CITY OF MARINA, a
charter city

Layne Long, City Manager

ATTEST:

Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

René Alejandro Ortega, City Attorney

CITY OF SALINAS, a
charter city

Rene Mendez, City Manager

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

CITY OF WATSONVILLE, a
charter city

Tamara Vides, Interim City Manager

ATTEST:

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

Samantha Zutler, City Attorney