CITY OF SALINAS

CHINATOWN REVITALIZATION PLAN—FUNDING AGREEMENT

This Funding Agreement is entered into this <u>20th</u> day of March, 2018, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "the City," and Pacific Gas and Electric Company, a California corporation hereinafter referred to as "PG&E".

RECITALS

WHEREAS, the City and its neighborhood partners in the "Chinatown" neighborhood of Salinas are undertaking a community-led planning process to continue the revitalization of this neighborhood (commonly referred to as the "Chinatown Revitalization Plan" to support the social, environmental, and economic health of the Chinatown district; and

WHEREAS, as part of the Plan, the City will conduct a Local Economic Advisory Program (LEAP) to help build momentum for local economic development prosperity in the Chinatown neighborhood; and

WHEREAS, LEAP will include strategies, recommendations, and concepts to guide both future private, public, and social investment in this area and will also include short and long-term strategies that will help identify priorities that will support City staff and partners in proactively planning for the Chinatown neighborhood including a plan for clean-up of Brownfield sites; and

WHEREAS, certain properties within the Chinatown neighborhood are in need of clean up and environmental remediation of residual impacts due to the presence of contaminants and hazardous materials left over from historical activities and land uses in the area, including the presence of a manufactured gas plant and other industrial uses; and

WHEREAS, PG&E is remediating a manufactured gas plant in the Chinatown area under the oversight of California Environmental Protection Agency, and has an interest in making sure that the Chinatown Revitalization Plan and the City's related efforts are coordinated with the cleanup;

WHEREAS, the City has already has completed and applied to the California Environmental Protection Agency (EPA) for a Brownfield Grant; and

WHEREAS, the City has identified expert consultants who have the knowledge and expertise (economic development strategies, remediation and development of contaminated sites, and brownfield grant applications) and the ability to assist the City with implementation of LEAP; and

WHEREAS, PG&E has agreed to provide financial support to the City to assist with LEAP, specifically with the retention of expert consultants.

NOW, THEREFORE, the City and PG&E agree to the following terms and conditions:

TERMS

- 1. PG&E Commitment. PG&E will make a one-time contribution in the amount of twenty-five thousand dollars (\$25,000) to the City's efforts to plan and to implement LEAP. PG&E will make payment of this contribution at the time of execution of this Funding Agreement or soon thereafter. While the City's efforts are underway for the Chinatown Revitalization Plan and related efforts, PG&E will collaboratively participate in the planning effort for its cleanup area, with the goal of ensuring consistency between the City's plans and PG&E's cleanup.
- **City's Commitment.** The City will use the full amount of funding provided by PG&E to retain expert consultants with the knowledge and the ability to assist the City with development and implementation an action plan. Specifically, the City will use the funding to retain three consultants: California Academy for Economic Development (CALED) Local Economic Advisory Program (LEAP), Center for Creative Land Recycling (CCLR), and National Development Council. City Manager will execute the Professional Services Agreements with the consultants upon approval by the City Attorney office. The City will be solely responsible for retaining and for managing each of the three consultants and will not call upon PG&E for any purpose regarding the City's consultants. While the City's efforts are underway on the Chinatown Revitalization Plan and related efforts, City staff and consultants will notify PG&E in advance when PG&E's cleanup area is being evaluated and/or planned, with sufficient notice that PG&E can fulfill its commitment in 1, and with the goal of ensuring consistency between the City's plans and PG&E's cleanup.

Notices.

Written notices to the City hereunder shall be addressed to:

Community Development Director City of Salinas Housing Division 65 West Alisal Street Salinas, California 93901

Written notices to PG&E hereunder shall be addressed to:

David Harnish
Pacific Gas and Electric Company
Manager, Land and Environmental Management
615 7th Avenue
Santa Cruz, CA 95062
david.harnish@pge.com

4. <u>Counterparts</u>. This Funding Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, authorized representatives of the City and of PG&E have made and executed this Funding Agreement on the date first written above.

| CITY OF SALINAS | | |
|---------------------------------------|---|--|
| Ray Corpuz, City Manager | | |
| APPROVED AS TO FORM: | | |
| Christopher A. Callihan, City Attorne | y | |

PACIFIC GAS AND ELECTRIC COMPANY

David Harnish, Manager, Land and Environmental Management

March 5,2018

\\salsvr44\\deptpvt\comdev\\housing\\library\chinatown\chinatown revitalization plan\\pg&e\\\$25,000 grant\funding agreement with pg&e (with joel's edits).docx