

RESOLUTION NO. 4231

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF SOLEDAD
AND THE OLD TOWN SOLEDAD BEAUTIFICATION ASSOCIATION (OSBA) FOR
THE PURPOSE OF UNDERTAKING MARKETING ACTIVITIES WITHIN
DOWNTOWN SOLEDAD**

WHEREAS, the City of Soledad ("City") approved Ordinance Number 426 adopting the Soledad Redevelopment Plan for the Soledad Redevelopment Project Area ("Project Area") that authorizes the City of Soledad Redevelopment Agency ("Agency") to expend Agency funds to undertake programs and activities within the downtown Soledad ("Downtown") for the purpose of eliminating physical and economic blighting conditions within the Downtown; and

WHEREAS, the redevelopment programs to be undertaken within the Downtown include rehabilitation of substandard structures and commercial facade rehabilitation, as well as undertaking those programs and activities that will endeavor to expand the commercial and retail property tax base within the Downtown, such as business attraction and retention marketing programs ("Programs"); and

WHEREAS, pursuant to Health and Safety Code Sections 33430 and 33432 the Agency is authorized to transfer or pledge funds for the implementation of redevelopment programs and activities; and

WHEREAS, pursuant to Health and Safety Code Section 33220(a), the City may aid and cooperate with the Agency in the planning, undertaking or operation of redevelopment projects and activities within the Downtown; and

WHEREAS, at the June 18, 2008 City Council Meeting, the City Council approved a resolution authorizing the execution of a "Cooperation Agreement" between the Agency and the City, the purpose of said resolution being to allow the City and the Agency to work together on redevelopment and revitalization activities in the Downtown; and

WHEREAS, the Redevelopment Agency approved a resolution on June 18, 2008 authorizing a transfer of \$20,000 in redevelopment funds to the City; and

WHEREAS, the City has committed these funds to the Oldtown Soledad Beautification Association in the FY 2008-09 for approved funding activities and projects provided that the OSBA provide a detailed budget showing how the \$20,000 will be used in FY 2008-09.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad as follows:

Section 1. The City agrees to enter into Cooperation Agreement (Exhibit "A") between the City and the Oldtown Soledad Beautification Association (OSBA) for the purpose of undertaking marketing activities within Downtown Soledad in the amount of Twenty Thousand Dollars (\$20,000).

Section 2. The expenditure of the aforementioned funds are of benefit to the Project Area because such Programs would help to stimulate the expansion of the commercial and retail base within the Project Area, such Programs would improve the physical conditions of older structures within the Project Area and further, such Programs would result in an overall increase in the property tax base within the Project Area, increase the number of employment opportunities for Project Area residents, as well as provide residents living within the Project Area with readily assessable goods and services.


PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad on the 18th day of June, 2008 by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Mayor Pro Tem Christopher Bourke


RICHARD V. ORTIZ, Mayor

ATTEST:

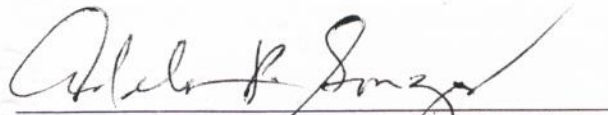

ADELA P. GONZALEZ, Interim City Clerk

EXHIBIT "A"

COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF SOLEDAD AND THE OLDTOWN SOLEDAD BEAUTIFICATION ASSOCIATION

THIS COOPERATION AGREEMENT (the "Agreement") dated as of June 18, 2008 is entered into by and between the CITY OF SOLEDAD, a public body corporate and politic, (the "City") and the Oldtown Soledad Beautification Association, a California non-profit corporation, ("OSBA"). The City and OSBA agree as follows:

A. The City, by Ordinance Number 426, adopted the Soledad Redevelopment Plan for the Soledad Redevelopment Project Area. The Plan authorizes the City of Soledad Redevelopment Agency ("Agency") to expend Agency funds to undertake programs and activities within the Plan Area for the purpose of eliminating physical and economic blighting conditions. The Soledad Redevelopment Plan contemplates the Agency undertaking development activities in the City's Downtown to expand the commercial and retail base within the Downtown by attracting and retaining businesses and undertaking rehabilitation of structures and further improvements.

B. Section 33220(a) of the Health and Safety Code provides that, for the purpose of aiding and cooperating in the Redevelopment Plan, the City, upon the terms and with or without consideration as it determines, may aid and assist the Agency with redevelopment projects by entering into an appropriate agreement with the Agency.

C. On June 18, 2008, the City Council and the Agency took action at their respective meetings to approve execution of a Cooperation Agreement between the Agency and the City whereby the Agency provided \$20,000 to the City to allow the Agency and City to work together on redevelopment and revitalization activities in the Downtown. The cooperation Agreement specifically contemplated City's use of the OSBA for assistance in achieving redevelopment goals.

D. The purpose of this Agreement is to provide for applicable terms and conditions by which the City will grant a portion of the funds granted to City by Agency to the OSBA for use in the achievement of redevelopment goals, all in a manner consistent with the provisions of the Redevelopment Plan.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Cooperation Agreement. City and OSBA will cooperate in the performance of redevelopment programs and activities within Downtown Soledad. Such assistance may include marketing the Downtown, attracting businesses and retaining businesses. City may also provide financial assistance to OSBA, which, in City's determination, serves to facilitate OSBA's participation in the aforementioned activities. City and OSBA agree that there is an expectation that OSBA will work in concert with the Soledad Chamber of Commerce and Property Owners in promoting the referenced redevelopment programs and activities.

Section 2. Grant of Funds. In order to effectuate the goals and purposes of this Agreement, City agrees that it will provide OSBA with a grant of funds (the "Grant Funds") in an amount up to but not to exceed \$20,000 in FY 2008- 2009, subject to the conditions set forth herein. City's obligation to make payment of all or any portion of the Grant Funds is subject to OSBA's satisfaction of the conditions precedent set forth herein, and City shall not be in default for failing to disburse any or all of said funds should OSBA fail to satisfy said conditions. Any funds not disbursed by City at the end of the term of this Agreement shall revert back to City's sole control and may be used by City in accordance with the Cooperation Agreement entered into between City and Agency, without any claim or right to payment thereof by OSBA.

Section 3. Use and Payment of Funds. City shall allocate Grant Funds as reimbursement to the OSBA solely for activities or costs set forth on the OSBA Fiscal Year 2008-2009 Budget , attached hereto as Attachment "A." City shall not be bound to allocate any or all of the Grant Funds until OSBA has satisfied the conditions precedent to release of said funds.

The City's obligation to disburse the Grant Funds is subject to the following conditions precedent:

OSBA shall not be in default hereunder or under any other agreement with the City or Agency; and

OSBA must submit a written request for reimbursement, accompanied by complete invoices, vouchers or other proof of payment, to the City Manager; and

OSBA shall maintain its 501C3 non-profit corporation status, and shall be in compliance with all State and local laws.

Upon confirmation of satisfaction of the foregoing conditions precedent, as well as confirmation that the requested reimbursement is for activities or expenses, or a portion thereof, set forth in the OSBA Fiscal Year 2008-2009 Budget and otherwise meeting all legal requirements for Agency funding, Grant Funds will be distributed by the City to OSBA within fifteen (15) days of approval by City of a given request.

Section 4. Obligation to Refrain from Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in OSBA's provision of services and/or assistance and OSBA and its officers, employees, agents, contractors, subcontractors shall not establish or permit any such practice or practices involving discrimination or segregation in violation of federal or state law.

Section 5. Defaults - General.

5.1.1. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

5.1.2. The non-defaulting party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

5.1.3. Except as otherwise expressly provided in this, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 6. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Any action must be instituted in either the Superior Court of the County of Monterey, State of California, or in an appropriate court in that County.

Section 7. Prevailing Wages. If required by California Labor Code Section 1770 et seq., not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in work associated with the use of the City Grant Funds. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform project work as a subcontractor

Section 8. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 9. Inaction Not a Waiver of Default. Except as expressly provided in this Agreement to the contrary, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 10. Remedies. If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within ten (10) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement thereof, then (i) the non-defaulting party may terminate this Agreement, and the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may thereafter commence an action for damages against the defaulting party with respect to such default (ii) the non-defaulting party shall be released from any and all further obligations to the defaulting party under the terms of this Agreement.

Section 11. Term. The term of this Agreement shall be the one (1) year from the date of execution hereof.

Section 12. General Provisions.

A. Notices, Demands and Communications Between the Parties.

All demands, orders, requests, proposals, comments, acknowledgments, approvals, consents, certifications and other communications made hereunder shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows:

To the City: City of Soledad
 248 Main Street
 Soledad, CA 93960
 Attn: City Manager

To OSBA: Oldtown Soledad Business Association
 641 Front Street
 Soledad, CA 93960
 Attn: President

The address to which communications may be delivered may be changed from time to time by a Notice given in accordance with this Section. Any Notice of other communication hereunder shall be effective as of the date received, or if earlier, as of the date upon which such Notice or communication is first sent and confirmed by the receiving Party, facsimile transmission, or other means of rapid or instantaneous communication, and simultaneously confirmed by mail in the manner specified above.

B. Conflicts of Interest.

No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

C. Warranty Against Payment of Consideration for Agreement.

OSBA warrants that it has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

Section 13. Nonliability of City And Agency Officials. No member, official or employee of the City or Agency shall personally be liable to OSBA, or any successor in interest of OSBA, in the event of any default or breach by the City or Agency or for any amount which may become due to OSBA or successor on any obligation under the terms of this Agreement.

Section 14. Litigation. If the City or Agency becomes a party to any legal proceedings instituted by a third party in connection or arising out of this Agreement, OSBA agrees to pay to the City or Agency all sums paid or incurred by the City or Agency as costs and expenses in the legal proceedings, including but not limited to actual attorneys' fees and costs incurred by the City or Agency if such sums paid or incurred are a result of the negligent acts or omissions of OSBA, its officers, agents, employees, contractors, or subcontractors.

Section 15. Severability. Any failure by the City to enforce any of its remedies hereunder in any particular instance shall not constitute a waiver by the City of its right to subsequently enforce its rights in the event of a subsequent default.

Section 16. Entire Agreement, Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. Any waiver or modification of any provision of this Agreement must be in writing and signed by the party to be charged.

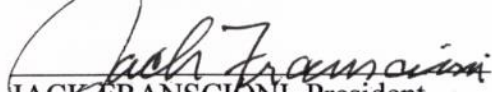
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

CITY OF SOLEDAD ("CITY")


ADELA P. GONZALEZ, Interim City Manager

7-1-08
Date

OLDTOWN SOLEDAD BEAUTIFICATION ASSOCIATION ("OSBA")


JACK FRANScioni, President

6/30/08
Date

ATTACHMENT "A"
Old Town Soledad Beautification Association (OSBA)
Budget Proposal for Fiscal Year 2008-09

| | 2007 - 2008 | | | 2008 - 2009 | | |
|------------------------------------|---------------------|---------------------|---------------------|------------------|------------------|------------------|
| | City | OSBA | Annual Total | City | OSBA | Annual Total |
| Revenues | | | | | | |
| City Funding | \$ 20,000.00 | | \$ 20,000.00 | 20,000.00 | | 20,000.00 |
| Membership | - | 4,000.00 | \$ 4,000.00 | | 2,400.00 | 2,400.00 |
| Events | - | | \$ - | | | 0.00 |
| <i>Wind & Wine Festival</i> | - | 21,000.00 | \$ 21,000.00 | | 23,600.00 | 23,600.00 |
| <i>Farmer's Market</i> | - | 15,000.00 | \$ 15,000.00 | | 6,000.00 | 6,000.00 |
| <i>Trick or Treat on Front St.</i> | - | 1,200.00 | \$ 1,200.00 | | 600.00 | 600.00 |
| Revenues Total | \$ 20,000.00 | \$ 41,200.00 | \$ 61,200.00 | 20,000.00 | 32,600.00 | 52,600.00 |
| Expenses | | | | | | |
| Administration | | | | | | |
| Rent | - | 3,600.00 | 3,600.00 | | 3,600.00 | 3,600.00 |
| Office Equipment | - | 2,500.00 | 2,500.00 | | 500.00 | 500.00 |
| Insurance | - | 2,500.00 | 2,500.00 | | 3,000.00 | 3,000.00 |
| Office Supplies | - | 500.00 | 500.00 | | 500.00 | 500.00 |
| Utilities | - | 1,700.00 | 1,700.00 | | 2,500.00 | 2,500.00 |
| | - | 10,800.00 | 10,800.00 | 0.00 | 10,100.00 | 10,100.00 |
| Miscellaneous | | | | | | |
| Membership Recruitment | 1,000.00 | 3,000.00 | 4,000.00 | 500.00 | 3,000.00 | 3,500.00 |
| Marketing/Communications | 4,000.00 | 8,200.00 | 12,200.00 | 5,000.00 | 5,000.00 | 10,000.00 |
| Professional Development | | | - | | | |
| <i>Conference (s)</i> | 3,500.00 | 2,500.00 | 6,000.00 | 1,550.00 | 1,550.00 | 3,100.00 |
| <i>Education</i> | 900.00 | 1,000.00 | 1,900.00 | \$ 3,950.00 | 3,950.00 | 7,900.00 |
| Events | | | | | | |
| <i>Wind & Wine Festival</i> | 7,000.00 | 9,000.00 | 16,000.00 | 4,700.00 | 5,800.00 | 10,500.00 |
| <i>Farmer's Market</i> | 2,000.00 | 6,000.00 | 8,000.00 | 2,700.00 | 2,700.00 | 5,400.00 |
| <i>Trick or Treat on Front St.</i> | 500.00 | 700.00 | 1,200.00 | 500.00 | 500.00 | 1,000.00 |
| <i>Contingency</i> | 1,100.00 | - | 1,100.00 | 1,100.00 | 0.00 | 1,100.00 |
| | 20,000.00 | 30,400.00 | 50,400.00 | 20,000.00 | 22,500.00 | 42,500.00 |
| Expenses Total | \$ 20,000.00 | \$ 41,200.00 | \$ 61,200.00 | 20,000.00 | 32,600.00 | 52,600.00 |
| Profit / (Loss) | - | - | - | - | - | - |