

RESOLUTION NO. 5154

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD ADOPTING
A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SOLEDAD AND
THE COUNTY OF MONTEREY REGARDING WORKING COOPERATIVELY ON
COMMON PLANNING, GROWTH AND DEVELOPMENT ISSUES**

WHEREAS, the City of Soledad has worked for a significant time with Monterey County and LAFCO of Monterey County to agree to a Memorandum of Agreement that would allow for logical and responsible future growth outside of its current boundaries; and

WHEREAS, the City of Soledad supports opportunities to grow and annex territory to the City in a responsible fashion to achieve specific development goals as outlined in the General Plan; and

WHEREAS, the City certified the Environmental Impact Report and adopted its 2005-2025 General Plan and pursuant to California Environmental Quality Act Guidelines Section 15162, no subsequent or supplemental environmental review is required; and

WHEREAS, the Cities of Gonzales, Greenfield and Salinas have already approved similar documents with Monterey County and Salinas Valley jurisdictions are committed to increased cooperation among the Cities to ensure consistent land-use policies that allow responsible growth within the South County region.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Soledad hereby adopts a Memorandum of Agreement between the City of Soledad and the County of Monterey Regarding Working Cooperatively on Common Planning Growth and Development Issues, in the form attached hereto, marked as Exhibit A and by this reference, incorporated herein.

BE IT FURTHER RESOLVED that the City of Soledad fully supports policy commitments outlined in this document and will actively participate in creating programs and enacting policies consistent with this Memorandum of Agreement.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 3rd day of February, 2016, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

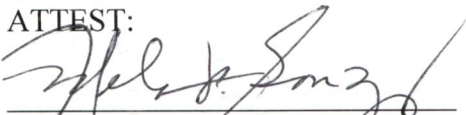
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None


FRED J. LEDESMA, Mayor

ATTEST:


ADELA P. GONZALEZ, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND THE COUNTY OF MONTEREY REGARDING
WORKING COOPERATIVELY ON COMMON PLANNING, GROWTH AND
DEVELOPMENT ISSUES IN ORDER TO BE AS EFFECTIVE AS POSSIBLE IN THE
IMPLEMENTATION OF THEIR RESPECTIVE GENERAL PLANS**

This Memorandum of Agreement, hereinafter referred to as (“Agreement”), is entered into on this 15 day of March 2016 (the “Effective Date”) by and between the City of Soledad, a Municipal Corporation hereinafter referred to as (“City”), and County of Monterey, a political subdivision of the State of California, hereinafter referred to as (“County”), and together hereinafter referred to as the “Parties”.

RECITALS

WHEREAS, the Parties declare that it is in their mutual interest to work cooperatively on issues of planning, growth, and development in order to provide more certainty regarding the future direction, extent, and conditions of urban development, to reduce unnecessary conflicts and to reduce costs for future development including affordable housing, to provide for the long term protection of valuable agricultural lands, and to be as effective as possible in the implementation of their respective General Plans; and

WHEREAS, as an expression of the intent to work cooperatively on common issues pertaining to planning, growth and development, the Parties have prepared this Memorandum of Agreement (“Agreement”), which serves to fulfill the requirements of California Government Code Section 56425(b), as an Agreement by and between the Parties regarding the expansion of the boundaries of the City’s Sphere of Influence (SOI), and the establishment of planning principles by both Parties to promote logical and orderly development for purposes of the City’s application to the Monterey County Local Agency Formation Commission (LAFCO) to update its Sphere of Influence; and

WHEREAS, the Parties recognize, pursuant to California Government Code Section 56425(c) that this Agreement itself does not commit the Parties to any particular form or pattern of development, but rather, if LAFCO’s final determination is consistent with this Agreement, then the Agreement would need to be considered for approval by both the City and County after noticed public hearing. Once the Agreement has been adopted by the Parties and their respective general plans reflect the Agreement, then any development approved by the County within the adopted sphere shall be consistent with the terms of the Agreement; and

WHEREAS, this Agreement is not subject to environmental review under the California Environmental Quality Act (CEQA) because numerous actions must be taken pursuant to State and local laws and regulations before such policies can be implemented. Such actions include, in some instances, the need to complete financial nexus studies, comply with the California Environmental Quality Act (CEQA), the need to hold public hearings and/or otherwise seek public input before reaching binding decisions, and the need to obtain approvals from other agencies such as the Local Agency Formation Commission of Monterey County (LAFCO). For all such provisions, the MOA shall be understood to constitute tentative policy commitments that can only become fully binding after all such legal prerequisites have been satisfied; and

WHEREAS, the Parties recognize and understand that individually each has its own growth plans, priorities and approaches; however, it is of mutual benefit to enter into this Agreement to acknowledge their cooperation in a variety of key policy areas.

NOW THEREFORE BE IT RESOLVED, that the Parties find that establishment of this Agreement is an effective and beneficial means of reaching basic agreement regarding future planning, growth and development issues in and around the City of Soledad.

BE IT FURTHER RESOLVED that the Parties declare and agree as follows:

Section 1. Logical & Orderly Development.

1.1 The City has adopted the 2005 Soledad General Plan, which establishes a long range development plan for the City that identifies the “ultimate” City area that will enable the City to plan for efficient provision of public facilities and the delivery of services, provide clarity for property owners about the direction of future development and its extent, and direct development away from the best agricultural land.

1.2 The County recognizes that the City’s long-range plan, as interpreted by the policy commitments found in this document, serves the mutual goal of conserving agricultural lands, by limiting urban development and its impacts on agricultural operations to a defined area. The City General Plan provides certainty for farmers and ranchers outside of the growth area that they can invest in and continue farming on a secure basis, without future pressure to convert their lands for urban development.

1.3 The County desires to implement its policies regarding City-Centered Growth (General Plan Policies LU – 2.14 through LU – 2.19) as discussed in the adopted 2010 County General

Plan, and reinforced by City General Plan Policies L-1 – L-9. The County recognizes that a commitment to City-Centered Growth principles implies long-term reliance on the City to accommodate housing and other urban needs, and relies on the City to be able to designate adequate land for its needs while developing in a logical, compact and orderly manner.

Section 2. Direction of Future Development.

2.1 The City agrees as follows:

a) To limit future long-term development within the area shown on Exhibit ‘A’ and designated as “Urban Growth Boundary” (the “UGB”). The purpose of the UGB is to bound and enclose the land intended for development within the 2005 Soledad General Plan.

b) To manage development of land within the UGB utilizing the best available “sustainable” practices. The intent of the City is supported by City’s General Plan Policy L-2, which partially reads as follows:

Further annexations to the City may occur when a) a substantial portion of the development capacity within the existing city limits has been developed, b) a substantial public benefit can be realized through the annexation, such as the provision of public open space, additional parkland, or the protection of scenic vistas, or natural resources...

c) To encourage proposals for infill development on vacant or underutilized sites within the existing City limits east of Highway 101 whenever possible, to avoid urban sprawl and postpone the conversion of agricultural land to urban uses.

d) To require Specific Plans to include residential densities that ensure a compact urban form that helps protect agricultural land from premature conversion.

e) To establish a permanent agricultural edge for the purpose of maintaining a clearly defined northwest and southeast boundary between the urbanized incorporated areas of City and the agricultural areas within the unincorporated County as shown on Exhibit ‘A’ and identified as “Permanent Agricultural Edge”. A “Temporary Agricultural Edge” is hereby established east of Bryant Canyon Road, as specifically shown on Exhibit ‘A’. The Temporary Agricultural Edge may be eliminated through an amendment to this Agreement.

f) To utilize agricultural buffers within the UGB to address the compatibility between the development of urban land uses and existing or planned agricultural uses. The City’s General Plan requires development within or adjacent to designated agricultural areas to minimize conflicts with adjacent agricultural uses. The County requires an agricultural buffer as typically 200 feet in width and includes other vegetation, walls, or other screening deemed necessary to ensure that property owners on both sides of the buffer may enjoy full and unencumbered use of

their property for its designated use without experiencing significant deleterious effect from neighboring use.

g) To actively participate with the County, LAFCO and other cities within the Salinas Valley to develop a Valley-wide Agricultural Land Mitigation Program to address the loss of agricultural land due to development and conversion to urban uses.

h) To utilize permanent agricultural buffers along the UGB to ensure compatibility between the development of urban land uses and agricultural uses in the unincorporated area. The City agrees to actively participate with the County, LAFCO and other cities in the Salinas Valley to develop a Valley-wide Agricultural Buffer Program to ensure compatibility of urban land use with agricultural uses in the unincorporated area.

2.2 The County agrees as follows:

a) Consistent with County General Plan Policy LU – 2.14, mutually work with the City to support the City’s proposals to manage its growth and gradually develop within UGB of the City General Plan in accordance with the approval of future Specific Plans that are prepared to implement a logical, orderly development pattern that matches the City’s ability to provide urban services.

b) To consult with the City on development projects that are proposed within a Referral Area as illustrated on Exhibit ‘B’. This obligation and agreement to consult shall not apply to structures or other improvements on agricultural land located in the Referral Area which are incidental to existing farming operations, including by way of example only, barns, storage sheds, shops, ranch administrative offices, ingress and egress, and irrigation and pumping facilities. The intent of the County is supported by the County’s General Plan Policy LU – 2.19, which County intends to implement by 1) minimizing potentially competing development within the City’s Planning Area Boundary (See Figure II-1, Soledad General Plan), 2) limiting approval of new agricultural-industrial or commercial projects and by directing such development to the City’s agricultural business parks and/or light industrial areas, and 3) referring any discretionary development proposals within the City’s Planning Area Boundary to the City for comment and, for larger projects, potential annexation.

c) To promote long-term conservation of commercial agriculture outside of the Soledad General Plan UGB (Exhibit ‘A’) and the area outside the development area described in section 2.1(e), above, for the purposes of regional economic stability and to maintain physical separation from other communities in the area, including Greenfield, the state prisons, and Gonzales. The intent of the County is expressed in the County’s General Plan Policy LU – 2.17.

d) To not support the inclusion of land into a Williamson Act contract within the City's UGB.

Section 3. Specific Planning Actions.

3.1 During the negotiation of this Agreement, the Parties identified and discussed specific planning actions that the Parties intend to implement if the Sphere of Influence Amendment as proposed by the City is approved by LAFCO and if this Agreement is subsequently adopted following noticed public hearing, subject to all legal prerequisites as set forth in section 9.1 below. Each of those specific planning actions is described below.

a) Dole/Camphora Services. The Parties agree that, prior to any future connections of city infrastructure to unincorporated areas northwest of the current city limits, the Parties will discuss entering into an agreement setting appropriate fees for such service.

b) Adobe Site at Arroyo Seco Interchange (Los Coches Adobe site). The Parties agree to cooperatively identify methods to allow the City to fully utilize the site of the Adobe property at the northwest corner of the Arroyo Seco Road interchange with Highway 101 if the historic structure is able to be reused for a future use and for uses that serve the visiting public, such as a campground, inn, visitor center, use that supports the agricultural industry as an informational or educational use, or supports the winery corridor as outlined in the County General Plan. If the historic adobe cannot be retained, negotiations shall occur between the Parties prior to demolition, and shall include a review by the County's Historic Resources Review Board prior to issuance of any demolition permit. The intent of the discussions and review are to attempt to identify methods that may save the historic structure. The County supports the connection of the City and the Adobe through annexation of appropriate land, including the enlargement of the Adobe property site in order to facilitate the establishment of the public visitor serving uses set forth above.

c) The Parties agree to discuss the potential for future inclusion of the Heavy Industrial area, in the unincorporated area southeast of the Soledad Correctional Facilities, in the Sphere of Influence in the future. The area shall be considered for future annexation to the City of Soledad, if growth of the City occurs to the west into the Northwest Expansion Specific Plan area.

d) Agricultural Processing Facilities. If an agricultural processing facility is proposed for construction in the unincorporated area on a parcel adjacent to the City limits or SOI, the Parties shall discuss annexation of the site to the City as part of the discretionary permit actions. The intent of this Agreement is to have the site become part of the incorporated City.

e) The inclusion of the industrial area along McCoy Road in the City Planning Area Boundary and Sphere of Influence shall be discussed between the Parties as part of any future comprehensive update to the City General Plan.

f) Maintenance of a Positive Housing and Jobs Relationship. The Parties agree that the County shall continue to direct commercial and industrial growth proposed in the vicinity of the City to vacant City parcels providing the zoning and infrastructure to accommodate such uses, with the exception of the Heavy Industrial zoned land located southeast of the Soledad Correctional Facility, where low intensity agricultural support uses may be allowed by the County so long as City infrastructure is not necessary to allow the use.

g) By signing this Agreement, the City expresses its intent to not extend urban land uses to the southeast of the new bypass road described in Section 5.4 and into the Northwest Expansion Specific Plan area. However, if the Permanent Agricultural Edge, as described in this Agreement, should ever be proposed to be eliminated to allow the future extension of urban uses, the City shall discuss the matter with the Board of Supervisors prior to any City action; and the City shall require mitigation for the loss of prime agricultural land with an agricultural conservation easement at a ratio of 3:1, with the conservation easement deeded, at the sole discretion of the City, to a nonprofit public benefit corporation organized under Internal Revenue Code section 501(c)(3), or other appropriate legal entity, operating in Monterey County for the purpose of conserving and protecting land in agricultural production. Furthermore, should the Permanent Agricultural Edge be eliminated, the City agrees that, to the extent allowed by law, all local taxes collected from annexation of the property shall not accrue to the benefit of the City. Under that scenario, to the extent allowed by law, local taxes collected from areas annexed by the City shall be distributed in a manner as if the annexed area was not part of the City.

h) Access Limitations to San Vicente Road. The City agrees to coordinate with the County and plan the arterial roadways along San Vicente Road in a manner that supports the free-flow of both automobile and truck traffic, utilizing method(s) determined by a traffic engineer to be practical, including but not limited to: utilizing the existing City road as a frontage road/by-pass road, roundabouts, directional barriers or medians, trap lanes and right-turn-in and right-turn-out intersections.

The language of this section is to be interpreted in a manner that most facilitates the movement of agricultural vehicles from agricultural fields to the highway, agricultural plants, or rail yards with little to no interference from City traffic.

Section 4. Development Phasing & Annexations.

4.1 The City's adopted 2005 General Plan focuses future urban development to the east of Highway 101 and north/northwest of the current city and provides for the phasing of development through the use of Specific Plans within the area shown on Exhibit 'A' that is

designated as UGB. The timing of annexation applications submitted for consideration by LAFCO will be based upon the approval by the City of a Specific Plan, which includes a phasing plan, a plan for services and public facilities and financing plans that demonstrate compliance with LAFCO Standards.

4.2 The City shall develop Specific Plans that specifically address development phasing and sequence of improvements. The phasing programs shall ensure that adequate supporting public services, retail, parks, schools and other uses are in place to support residential, institutional, and commercial uses.

4.3 The City shall refer proposals for the preparation of Specific Plans within the UGB to the County for informal review and comment regarding the potential impacts of the proposed project upon the adjacent unincorporated area and associated County facilities. Environmental documents associated with the Specific Plan process shall be referred to the County for formal review and comment.

Section 5. Agricultural Land Compatibility.

5.1 The City agrees to maintain agriculture as the core of the local economy by conserving and protecting agricultural lands and operations within its Planning Area Boundary, and where agricultural land is planned for eventual urbanization, to work to keep such land in production up until the time when the land is converted to urban use.

5.2 The City agrees to emphasize agricultural land compatibility by implementing the following actions as described in the City General Plan, including:

Policy C/OS-1 – The City shall discourage “leapfrog” development and development in peninsulas extending into agricultural lands to avoid adverse effects on agricultural operations.

Policy C/OS-2 – The City shall retain the agricultural land use designation on lands within its planning area until the land is needed for urban development.

Policy C/OS-3 – The City shall ensure that new development and public infrastructure projects do not encourage expansion of urban uses outside the general plan area into areas designated Agriculture by the Monterey County General Plan.

Policy C/OS-4 – The City shall support the agricultural economy by encouraging the location of agricultural support industries in the City...

Policy C/OS-5 – The City shall require a right-to-farm condition to all future

subdivision maps adjacent to farmlands.

Policy C/OS-6 – The City shall require development within or adjacent to agricultural areas to minimize conflicts with adjacent agricultural uses.

Policy L-1 – Preserve agriculture on large lots outside the City’s sphere of influence
...

Policy L-2 – Further annexations to the City may occur when...a substantial portion of the development capacity within the existing city limites has been developed...

5.3 The City agrees to implement policies that require the City to be consistent with the County of Monterey’s “Right-to-Farm” Ordinance and the policies with respect to farming rights and agricultural protection/compatibility found in the County General Plan, and consider revision of the City’s Zoning Ordinance to require the recordation of a Right-to-Farm Notice as a condition of discretionary approval for residential development (including lots approved as part of a new residential subdivision) within 200 feet of an established agricultural operation.

5.4 The City agrees to develop and implement a plan, in consultation with the County, to separate and re-route truck traffic, primarily associated with agricultural operations, from local traffic routes. The City and County agree to mutually work to identify and obtain a new access road from State Highway 146 on the southeast end of the City to connect to Highway 101. The City and County will seek funding sources for construction of this new road while maintaining Business Highway 146 through the City’s downtown.

Section 6. Agricultural Land Conservation Program.

6.1 The City agrees to maintain agricultural open space around the City as a means of giving form and definition to the City. The County desires this protection to ensure preservation of the agricultural economy so critical to Monterey County, including its cities. To this end, the City agrees to permit urban development only within the areas designated for urban uses on the City’s General Plan Land Use Diagram and as described in this Memorandum of Agreement. Land immediately beyond this boundary should remain in agricultural use utilizing permanent agricultural easements, other mitigation measures that may arise as a result of project-level CEQA review, or any other feasible methods determined by the City to be feasible to preserve agricultural lands and define the limits of urban expansion for the City.

6.2 The City agrees to establish an Agricultural Land Conservation Program. The Program includes securing the dedication of agricultural land easements, purchase of banked mitigation

credits and/or levying a mitigation fee that could be used to purchase easements on lands outside of the City's General Plan Urban Growth Boundary.

6.3 Notwithstanding participation by the City in any other adopted program, by adopting this Agreement, the City agrees to implement an Agricultural Land Conservation Program as follows until the City establishes a Program pursuant to section 6.2 or section 2.1(g):

6.3.1 To the extent as permitted by law, for the development of land within the City's UGB as shown on Exhibit 'A', which lands have been annexed to the City and are designated by the California Department of Conservation's Farmland Mapping and Monitoring Program as "Prime" or "of Statewide Importance", but excepting all lands within the area denoted as "Existing Sphere of Influence" and the area west of Bryant Canyon Road, the owner/developer/successor-in-interest shall select one or any combination of the following items:

a) provide the in-kind direct purchase/acquisition of an agricultural mitigation easement at a 1:1 ratio and dedicate the easement to an agricultural land trust or other qualifying entity; and/or

b) if available, purchase agricultural banked mitigation credits at a 1:1 ratio from a qualifying entity; and/or

c) pay an in-lieu mitigation fee, which amount shall be determined by the City prior to project approval. The amount of the fee should reasonably be expected to lead to the preservation of agricultural land. Said fee shall be kept by the City in a fund established specifically for agricultural land mitigation purposes; and/or

d) implement other innovative approaches as approved by the City that results in the preservation of agricultural land within areas targeted by the City.

6.3.2 The method for mitigating the loss of agricultural land shall be implemented at the discretion of City to coincide with the time of the recordation of a final subdivision map, except where a final map is clearly labeled as a "Large-lot Subdivision Map" and the map and associated agreement clearly specify that the creation of parcels (a) is for purposes of resale and not intended for development, or (b) does not include any entitlements which would permit development of the subject parcels without recordation of subsequent subdivisions maps or prior to the issuance of a grading permit. The City may consider receiving mitigation fees for individual projects in annual installment payments plus interest on the outstanding balance as long as the full amount is secured by a bond held by the City or other enforceable method of security, in the City's sole discretion prior to filing the final map or commencement of use.

6.3.3 The filing of a parcel map that does not result in the conversion of land zoned for agricultural purposes does not require dedication or payment of in-lieu fees.

6.3.4 It is the intent of the City to oversee, collect and manage any and all fees collected through the implementation of its Agricultural Land Conservation Program to ensure the use of the fees and the selected form of mitigation represents the best interest of the City, and that the form of mitigation is the most effective in addressing the agricultural conservation goals and objectives of the City as expressed in the City General Plan. Such intent is subject to the requirements of the California Environmental Quality Act to provide actual mitigation and to report on utilized mitigation funds.

6.3.5 In establishing its Agricultural Land Conservation Program, it is the further intent of the City to establish a Committee, which is appointed by the City Council, to plan the use of mitigation fees and to make recommendations to the City Council on the use of those funds. The Committee's composition shall be determined by the City Council, and could be structured as follows: two members of the City Council, the City's Community Development Director, a representative for Agriculture, a representative of an Agriculture Conservation/Preservation organization, a representative of the Building Industry/Development Community, a representative of the County of Monterey Agricultural Commissioner's Office, and the 3rd District County Supervisor. This section applies until the County and City have an Agricultural Land Conservation Program agreed to by both parties.

6.3.6 Any agricultural mitigation fees assessed and collected by the City pursuant to its Agricultural Land Conservation Program may, in the City's sole discretion and reasonably acceptable to the County, be applied to activities designed to preserve and promote agriculture and the agricultural industry in the Greater Soledad Area, including but not limited to:

- a) Scientific research for addressing agriculture's needs (e.g. food safety). Entities applying for research funding could include universities, colleges, research think tanks, non-profits, industry/business, government and schools;
- b) Increased agricultural educational programs in the Soledad Unified School District;
- c) Purchase of permanent agricultural buffers to alleviate potential physical conflicts between existing or planned agricultural uses (either within or outside the UGB) and urban land uses planned within the UGB;
- d) Economic programs developed to expand markets for local agricultural products;
- e) Programs promoting careers in agriculture;

f) Contributions to non-profit associations dedicated to agricultural education, promotion or preservation.

g) Funds for the acquisition of agricultural easements outside the City UGB.

6.3.7 Notwithstanding all of the foregoing measures described in Section 6.3.6 above, City and County agree that the first priority use of agricultural mitigation fees is for the acquisition of permanent conservation easements adjacent to the Permanent Agricultural Edge/UGB to the east, south and west, as shown on Exhibit 'A,' through the owner/developer/successor-in-interest securing an easement, as described in Section 6.3.1(a) of this Agreement, or through the use of mitigation fee funds collected pursuant to Section 6.3.1(c) of this Agreement.

6.4 The County will consider that the City's participation in an Agricultural Land Mitigation Program, for the purpose of this agreement, has been satisfied if the City can prove to County that land immediately adjacent to the City's northwestern, southwestern and eastern boundaries have been permanently secured by the recordation of an agricultural preservation easement or through the sale or dedication of land to a private land trust.

Section 7. Traffic Mitigation Fees.

7.1 The County agrees to prepare and consider a Traffic Impact Fee that would include a Zone that includes the Greater Soledad Area within 18 months of the effective date of the adoption of the Sphere of Influence by LAFCO. Proper notice shall be provided to the City and all affected property owners of the preparation of such a fee study, when and where discussions regarding the fee will occur and when the fee will be considered for adoption. The City agrees to consider adoption of the County's impact fee program, as may be amended from time to time, to fund improvements to County roads listed in the program. Until the Impact Fee is established, the City agrees to ensure that any new development project in the incorporated area, pursuant to the City's General Plan, that causes traffic impacts on local roads in the nearby unincorporated area, will pay its pro rata fair share to the County as mitigation for impacts on County roads.

7.2 The County agrees that for any development requiring a discretionary permit that would generate traffic through the City (except, on legal lots that existed as of the date of this agreement, single family dwellings), the County will consult with the City to determine if there are traffic impacts to the City. In the event that there are traffic impacts to the City, the County will require the development to pay its pro rata fair share to the City as mitigation of impacts on

City roads. The pro rata fair share shall be determined through a formula calculation prepared along with a project's traffic impact analysis.

Section 8. Tax Sharing.

8.1 By signing this Agreement, the City and County agree to discuss the provisions of the Master Tax Sharing Agreement prior to the annexation of any territory located in the City's UGB, excepting all lands within the area denoted by LAFCO on this date as "Sphere of Influence"

8.2 Unless mutually agreed to otherwise by both parties and to the extent allowed by law, the City and County agree that all local taxes collected from annexation of property not consistent with this Agreement shall not accrue to the benefit of the City. To the extent allowed by law, local taxes collected from areas annexed by the City not consistent with this Agreement shall be distributed in a manner as if the annexed area was not part of the City.

Section 9. Environmental Review, Public Hearing & Local Decision-making.

9.1 The Parties recognize that, with respect to some of the provisions set forth herein, numerous actions must be taken pursuant to State and local laws and regulations before such policies can be implemented. Such actions include, in some instances, the need to complete financial nexus studies, comply with the California Environmental Quality Act (CEQA), the need to hold public hearings and/or otherwise seek public input before reaching binding decisions, and the need to obtain approvals from other agencies such as the Local Agency Formation Commission of Monterey County (LAFCO). For all such provisions, the MOA shall be understood to constitute tentative policy commitments that can only become fully binding after all such legal prerequisites have been satisfied.


Section 10. Amendment.

10.1 The parties may desire to amend this Agreement from time to time. Any amendment, representing an alteration, or modification of any of the terms or provisions contained herein, or any amendment adding a new term or condition, shall not be binding upon the parties hereto unless made and executed in writing by the parties hereto and approved by both the County's Board of Supervisors and the Soledad City Council.


[Signatures on a separate page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above, and shall take effect following adoption and the placing of signatures by all Parties.

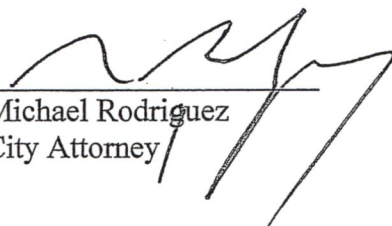
City of Soledad, a Municipal Corporation


Fred Ledesma
The Honorable Mayor

County of Monterey, a political Subdivision of the State of California

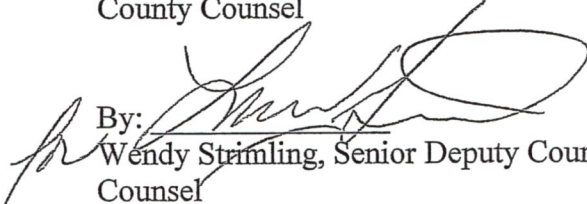

Jane Parker
Chair, Monterey County Board of Supervisors

APPROVED AS TO FORM:



Michael Rodriguez
City Attorney

APPROVED AS TO FORM:

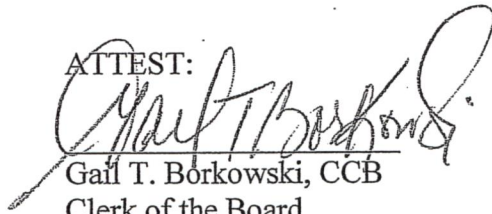
Charles McKee
County Counsel

By: 
Wendy Strimling, Senior Deputy County Counsel

ATTEST:


Adela P. Gonzalez
City Clerk

ATTEST:


Gail T. Borkowski, CCB
Clerk of the Board

By: _____
Deputy

