

Full set

NORTHERN WATERFRONT ECONOMIC DEVELOPMENT INITIATIVE
MEMORANDUM OF UNDERSTANDING

This Northern Waterfront Economic Development Initiative Memorandum of Understanding (“MOU”) is dated June 18, 2019, and is by and among the COUNTY OF CONTRA COSTA (the “County”), the CITY OF ANTIOCH, the CITY OF BRENTWOOD, the CITY OF CONCORD, the CITY OF HERCULES, the CITY OF MARTINEZ, the CITY OF OAKLEY, AND The CITY OF PITTSBURG, (each a “Jurisdiction”), together, the “Jurisdictions”.

RECITALS

- A. Each Jurisdiction shares a commitment to environmentally sustainable economic development and job growth in the Northern Waterfront region of Contra Costa County.
- B. Each Jurisdiction has previously passed a resolution indicating support for the Northern Waterfront Economic Development Initiative (NWEDI), a regional jobs strategy for the area roughly between Highway 4 and the San Joaquin River or San Pablo Bay.
- C. The NWEDI guiding principles are economic opportunity, environmental sustainability, supporting the local resident workforce, enhanced tax base, and regional collaboration.
- D. In recognition that the responsibilities and benefits of the NWEDI cross jurisdictional boundaries, the Jurisdictions desire to collaboratively evaluate and pursue the NWEDI programs and projects as a complement to each jurisdiction’s individual economic development strategies. Collaborative efforts, subject to approval by the participating jurisdictions’ governing bodies, may include joint cost-shares for projects or the pooling of staff resources to maximize cost efficiencies of scarce resources in an effort to maximize community benefits for residents of today and in the future.

The parties therefore agree as follows:

AGREEMENT

1. Responsibilities of Each Jurisdiction. Each Jurisdiction will:
 - a. Commit staff time towards collaboratively evaluating economic development programs and projects (collectively, Projects) such as those identified in the NWEDI Strategic Action Plan (Craft Consulting, 2019). The collaborative evaluation of a Project may include: identifying beneficiaries and participants; identifying potential principal Jurisdiction for the purposes of Project administration; considering consultant needs; developing proposals for distribution of responsibilities; developing proposals for a Project cost-share amongst beneficiaries; and developing recommendations to individual Jurisdiction governing bodies. Each Jurisdiction reserves the right to limit staff time to an amount the Jurisdiction deems appropriate.

- b. Identify staff member(s) responsible for coordinating with the other Jurisdictions.
 - c. Promptly schedule related matters before its governing body.
2. Joint Projects. Through the collaborative efforts described herein, two or more Jurisdictions may elect to undertake a joint Project involving all or a subset of the Jurisdictions. Examples of potential joint Projects include cooperative marketing campaigns, grant submittals and grant administration for Projects that cross jurisdictional borders, industry cluster meetings, goods movement studies, mapping, and a joint business development website for the region.
 3. Project Approval. Notwithstanding the provisions of this MOU, nothing herein shall bind any Jurisdiction with respect to participation in any Project or joint Project without approval by the Jurisdiction's governing body.
 4. Funding. Notwithstanding the provisions of this MOU, nothing herein shall bind the parties with respect to the expenditure of public funds.
 5. Amendment. This Agreement may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this Agreement and approved by each Jurisdiction at properly noticed meetings of their governing bodies.
 6. Term. This MOU will remain in effect until September 30, 2024.
 7. Termination. Any Jurisdiction may terminate its participation in this MOU by a majority vote of its governing body.
 8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and each of which, together, constitute one instrument.
 9. No Third Party Beneficiaries. Except as expressly set forth in this Agreement, nothing contained in this Agreement is intended to confer, or does confer, any rights or remedies upon any person, other than the parties.

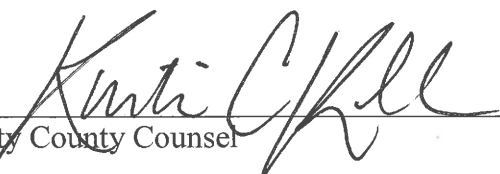
SIGNATURE PAGES FOLLOW

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: 
John Kopchik, Director
Department of Conservation and Development

Date: August 8, 2019

APPROVED AS TO FORM:
Sharon Anderson, County Counsel

By: 
Deputy County Counsel

CITY OF ANTIOCH, a Municipal Corporation

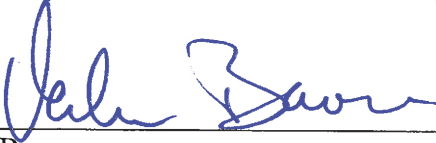
By: 
Ron Bernal, City Manager

Date: 9/12/19

APPROVED AS TO FORM:

By: 
Thomas Lloyd Smith, City Attorney

CITY OF CONCORD, a Municipal Corporation

By: 
Valerie Barone
City Manager

APPROVED AS TO FORM:

By: 
Susanne Meyer Brown
City Attorney

ATTEST:

By: 
Joelle Fockler
City Clerk

CITY OF PITTSBURG, a Municipal Corporation

By: 
Garrett Evans, City Manager

Date: 9/20/19

APPROVED AS TO FORM:

By: 
Donna Mooney, City Attorney

CITY OF HERCULES, a Municipal Corporation

By: David Biggs
David Biggs, City Manager

Date: 08/11/19

APPROVED AS TO FORM:

By: Patrick T. [Signature]
City Attorney

CITY OF MARTINEZ, a Municipal Corporation

By: Eric Fig 7/22/19
Eric Figueroa, City Manager

Date: _____

APPROVED AS TO FORM:

By: Johall
Asstnt City Attorney

CITY OF BRENTWOOD, a Municipal Corporation

By: 
Gustavo Vina, City Manager

Date: 9/23/19

APPROVED AS TO FORM:

By: 
Damien Brower, City Attorney

ATTEST:

By: 
Margaret Wimberly, City Clerk

CITY OF OAKLEY, a Municipal Corporation

By: Bryan Montgomery
Bryan Montgomery, City Manager

Date: 8/15/19

APPROVED AS TO FORM:

By: Elizabeth M. Fratarcangeli
Elizabeth M. Fratarcangeli, Attorney