

TO: JAMES L. APP, CITY MANAGER

FROM: RON WHISENAND, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PURPLE BELT PROGRAM – MEMORANDUM OF UNDERSTANDING

DATE: FEBRUARY 2, 2010

Needs: For the City Council to approve a Purple Belt Memorandum of Understanding (MOU) with San Luis Obispo County (SLO County).

Facts:

1. The City Council adopted the Purple Belt Program on September 1, 2009.
2. When the City Council approved the Purple Belt project, the Council directed staff to ensure the Program included a provision to coordinate with SLO County to prepare a MOU that establishes the roles, responsibilities and protocols for working with the County on implementation of the Program.
3. City staff met with the Chairman of the County Board of Supervisors and the District 1 representative in October to present the final Program, and to obtain input and support on preparing an MOU with the County on this project.
4. The County Board representatives concurred with the City Council, and supported the City's interest in preparing a MOU for both agencies to execute.
5. City staff prepared and circulated a draft MOU to County staff and the City Attorney for review. A draft MOU has been completed that incorporates comments from the County and the City for Council approval.

**Analysis
and**

Conclusions: The Purple Belt Program, which is an agricultural conservation program, provides a "tool box" of potential measures that could be pursued to assist interested agricultural property owners in maintaining their property in agricultural use. To implement the programs of the Purple Belt Program collaboration with County partners is needed since most property in the "Purple Belt" is within the County's jurisdiction.

This MOU establishes cooperative protocols to work together with the County on establishing priorities and developing a work program. The City and the County both acknowledge that activities included in the Program will only be pursued with existing resources available.

The MOU also establishes that both partners understand and agree to the importance of this program as a means to support regional agricultural conservation. Furthermore, while the City already has policies in the General Plan and Economic Strategy that support the establishment of a Purple Belt, the MOU provides the County with the policy basis to also integrate policy support of the Purple Belt in County planning documents and efforts.

The roles and responsibilities of participation in the Program are also provided in the MOU. This includes start-up tasks, program tracking, coordination with other entities including the SLO Land Conservancy, AG Commissioner's Office, Wine Country Alliance, and others.

Options: After opening the public hearing and taking public testimony, the City Council is requested to take one of the actions listed below:

- a. Approve the Purple Belt Program MOU and direct staff to execute the agreement with SLO County.
- b. Amend, modify, or reject the above-listed action.
- c. Request additional information and analysis.

Staff Report Prepared By: Susan DeCarli, AICP

Attachments:

1. Memorandum of Understanding
2. Resolution to Approve the MOU

**MEMORANUM OF UNDERSTANDING
BETWEEN THE CITY OF EI PASO DE ROBLES
AND THE COUNTY OF SAN LUIS OBISPO
REGARDING THE IMPLEMENTATION OF
THE PURPLE BELT PROGRAM**

This Memorandum of Understanding ("MOU") is entered into between the City of El Paso de Robles, a municipal corporation, (hereinafter, "City") and the County of San Luis Obispo, a political subdivision of the State of California, (hereinafter, "County"), dated this ____ day of _____, 2010. The purpose of this agreement is to outline shared roles and responsibilities concerning the commitment to implement the Purple Belt Program (the "Program") between the City and the County. (The City and County are referred to collectively herein as the "parties.")

RECITALS

A. The City and the County agree that there are mutual benefits to be achieved through cooperatively working together to conserve agricultural resources in the City and the County. The City of Paso Robles adopted an agricultural conservation program entitled, the "Purple Belt Program" on September 1, 2009.

B. The purpose of the Program is to: support the region's agricultural economy; provide program tools to assist property owners interested in continuing agricultural operations; maintain the rural, agrarian landscape; and reduce the potential for sprawl development by maintaining "community separators" land between urbanized areas in agriculture.

C. Development of the Program included collaboration with the County and several other regional partners. This program is structured to continue collaborating with the County to implement many of the program components.

D. Both the City and the County support the principles of the City's adopted Program, in particular the principle that agricultural property owner participation in the programs shall be on a strictly voluntary basis.

E. The Purple Belt Program identifies general areas to focus efforts to implement the Program, most of which are located in the County's jurisdiction.

F. The City and the County recognize that the Program is complementary to other City and County policies that are either completed or are being prepared including: the City's General Plan, Economic Strategy, and Gateway Design Standards; and the County's Strategic Growth Principles, Land

Use Element Update; Conservation and Open Space Element Update; and the County's Agricultural Element.

G. The City and the County desire to jointly prioritize and collaborate on programs to implement the Program, with an emphasis on using existing City and County staff resources to not burden either jurisdiction's budgets at this time.

H. The City and the County shall collaborate with regional partners including, but not limited to: Wine Country Alliance, the San Luis Obispo Land Conservancy, the County Agricultural Commissioner's Office, the Farm Bureau, the San Luis Obispo Council of Governments, the San Luis Obispo County Local Agency Formation Commission ("LAFCO"), and other agencies to implement this objectives of this Program.

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, and in consideration to the commitments of parties to pursue to objectives of the Program, the parties agree as follows:

Section 1. Roles and Responsibilities under this MOU:

1.1 City of Paso Robles

The City shall initiate and coordinate the start-up phase of the Program. Toward this end, the City shall contact key Program partners to meet and establish overall Program priorities, develop a work program, (including start-up actions), and collaboratively identify entities to pursue them.

The City shall develop a regular meeting schedule with Program partners to advance program progress. The City shall be responsible for preparing and distributing meeting agendas, materials, and for preparing meeting notes to track and record Program progress.

The meeting schedule shall be determined by the Program partners.

a. Start-up implementation tasks may include: 1) in-depth research on available grant programs and funding opportunities; 2) identifying partners to pursue grants; 3) and developing outreach activities and educational materials for presentations with agriculturalists.

b. Other start-up activities may include developing and tracking on-going City, County and other partner programs and policies that mutually support local and regional agricultural conservation efforts to provide direction to overall Program goals.

Start-up tasks shall be confirmed with Program partners.

1.2 San Luis Obispo County

The County shall attend Program meetings and participate in Program start-up activities. Specific tasks the County shall be responsible for shall be determined upon completion of identifying Program priorities and development of the overall work program, including but not limited to

- Identifying Program priority areas to guide outreach efforts.
- Database research in support of the program
- Mapping property ownership and existing agricultural conservation contracts and easements in the unincorporated areas.
- Integrate reference to Purple Belt policies into appropriate County policy documents including, but not limited to, the Conservation and Open Space Element, Agriculture Element and the Land Use Element Updates as staff time and funding are available for use in development review processes when considering development projects.

Section 2. Program Costs and Funding

The City and the County shall provide in-kind staff assistance as available using existing staff resources to pursue implementation of this Program. If Program needs change, and additional consultant or other third-party assistance is necessary, both the City and County shall seek approval from their respective Council and Board.

The City and the County may agree to share in direct costs for materials production and distribution, and other incidental costs for public presentations and meetings. Any such shared costs must be approved in advance by the appropriate authority for the City or County, as applicable, which may include the Council or Board.

If the City and the County apply for and receive funding through grants or other programs, the parties shall establish a budget management, documentation and funding distribution protocol and program.

Neither the City nor the County shall provide direct funding for property conservation or preservation, unless directed to and authorized by the Council or Board, as applicable.

Section 3. Program Governance

The Program partners shall determine in the start-up phase, and development of priorities and overall work program, if an advisory committee or other entity with members, including key stakeholders, is needed to guide program direction and implementation, and who is the primary staff to the advisory committee. If an advisory committee is determined to be necessary, both the City and the County

shall seek authorization from their respective Council or Board prior to establishing said committee.

Section. 4. Designated Representatives

The City and County shall each designate a staff person who shall be the primary contact person for such party during the term of this MOU. The parties agree that the designated representative shall be:

City: _____

Phone: _____
Fax: _____
Email: _____

County: Chuck Stevenson, AICP, Long Range Planning Manager
Phone: 781-5197
Fax: _____
Email: cstevenson@co.slo.ca.us

Each party shall notify the other of any change in the name of its designated representative.

Section 5. Term of MOU

This MOU shall be effective as of _____, and shall continue until such time that both parties determine it is no longer needed to carry out the Program goals. Either party may terminate participation in this MOU by providing written notification to the other party thirty (30) days prior to termination. In such event, neither party shall have any further rights against or obligations to the other.

Section 6. MOU Amendment

This MOU may only be amended in writing and upon the approval of the Council and Board.

Section 7. Authorization of MOU

By signature, we agree that the responsibilities contained in this MOU are needed to achieve long-term agricultural conservation through the El Paso de Robles Purple Belt Program. This MOU shall be effective upon date stated above.

<p>"CITY"</p> <p>_____ Duane Picanco, Mayor, City of El Paso de Robles</p>	<p>"COUNTY"</p> <p>_____ Frank Mecham, Chairman San Luis Obispo County Board of Supervisors</p>
<p>Attest: _____ City Clerk</p>	<p>Attest: _____ Clerk of the Board</p>
<p>APPROVED AS TO FORM:</p> <p>_____ City Attorney</p>	<p>APPROVED AS TO FORM:</p> <p>_____ County Counsel</p>

EXHIBIT A

Paso Robles Purple Belt Program

**(On file at the Community Development Department and
Available on the city website at www.prcity.com)**

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
APPROVING THE PURPLE BELT PROGRAM
MEMORANDUM OF UNDERSTANDING WITH
SAN LUIS OBISPO COUNTY**

WHEREAS, the City Council of the City of El Paso de Robles adopted the Purple Belt Program on September 1, 2009; and

WHEREAS, when the City Council approved the Purple Belt Program, the Council directed staff to coordinate with San Luis Obispo County to prepare a Memorandum of Understanding (MOU) to establish the roles, responsibilities and protocols for working with the County on implementing the Purple Belt Program; and

WHEREAS, City Staff met with County staff and the County Board of Supervisors Chairman and District 1 Supervisor, and established mutual support and protocols for preparing a Purple Belt Program MOU, and expectations for both parties to implement the Purple Belt Program; and

WHEREAS, the Purple Belt Program MOU has been reviewed by both County staff and the City Attorney regarding appropriate terms in the MOU; and

WHEREAS, upon approval of the Purple Belt Program MOU by the City Council, the MOU will be forwarded to the San Luis Obispo County Board of Supervisors for their approval.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of El Paso de Robles does hereby approve the Purple Belt Program MOU with San Luis Obispo County, and authorize the Mayor to sign the MOU on behalf of the City of El Paso de Robles.

PASSED AND ADOPTED THIS 2nd day of February, 2010 by the following Roll Call Vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DUANE PICANCO, MAYOR

ATTEST:

LONNIE DOLAN, DEPUTY CITY CLERK