

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOLLISTER AND THE HOLLISTER DOWNTOWN ASSOCIATION

This Memorandum of Understanding (“MOU”) by and between the Hollister Downtown Association (the “Association”) and the City of Hollister (“City”), (each a “Party” and collectively the “Parties”) establishes the rights and responsibilities of the Parties for the allocation of annual City General Fund monies for the administration of the California Mainstreet Program in Downtown Hollister.

WHEREAS,

1. The City is a municipal corporation;
2. The (“Association”) is a 501(c) 6 non-profit organization that has been instrumental in the City’s recognition as a Main Street community by helping create economic vitality and promote a unique sense of place with a strong commitment to the community by all stakeholders for the past thirty-five (35) years;
3. Resolution _____ memorializes the City’s desire to develop this MOU with the Association for the administration of a California Main Street Program in downtown Hollister, California;
4. The Association Promotion Committee, despite having limited resources and staff, has worked with sponsorships and volunteers to organize successful, free events in downtown Hollister which are enjoyed by the entire community, including, but not limited to, the following: Lights on Parade, Youth Expo, Street Festival and Car Show, a job fair in collaboration with Community Services and Workforce Development and the Hollister Certified Farmer’s Market. The Association has also established premium events, such as the Downtown Wine & Beer Stroll and Saddle Horse Show Parade;
5. The Association’s Design Committee has worked with volunteer design professionals and the City to enhance the attractiveness of the Hollister downtown by creating and establishing an annual spring and fall clean-up, colorful banners, seasonal planters, public art projects such as the Fremont Street undercrossing mural and design review of downtown business façade improvements;
6. The Association’s Economic Vitality Committee includes stakeholders who volunteer to provide action-oriented assistance with business recruitment, as well as helping with the retention of local businesses in the downtown area, while addressing challenges ranging from the COVID-19 pandemic, economic recessions, local arson and changing retail trends. Said committee further works with governmental agencies to execute components of the Downtown Strategy Plan;
7. The Association’s Organizational Committee includes stakeholders and volunteers who manage and oversee the administration of the Association’s bylaws, volunteer

recruitment, board member recruitment and fund development for the organization. Said committee also oversees the opportunities for education and business networking with quarterly breakfast and town hall meeting events.

The Association has demonstrated a track record of working as a liaison with the City to educate the public about community outreach efforts and coordinated planning efforts for the Downtown Strategy Plan. The Association's committees assist with the implementation of planning efforts and help Hollister downtown businesses adapt to changing regulations and/or conditions.

The City and the Association have agreed to enter into this MOU to enhance the economic viability of the Association by using financial assistance from the City to pay the living wages of essential staff in relation to the California Main Street Program in downtown Hollister.

TERMS AND CONDITIONS

1. **Main Street Community:** The Association agrees to maintain the City's status as a Main Street Community with the Four Point Approach and Eight Guiding Principles of the California Main Street Alliance.
2. **Community Outreach:** The Association agrees to assist the City disseminate information to the public via social media, through stakeholders and Association members, and by providing general information to businesses, property owners, and residents in the downtown area.
3. **Other Funding:** The Association agrees to pursue a variety of approaches to augment funding for its operations through membership dues and fees, obtaining sponsorships for Association events and programs, and through grants.
4. **Studies and Reports:** No funds or monies paid to the Association by the City pursuant this Agreement shall be used by the Association to pay for economic development studies or reports, such as parking studies or planning studies.
5. **Payment:** The City agrees to pay the Association a total of Ninety Thousand Dollars (\$90,000.00) for the one-year term of this MOU. As consideration for the Association operating the City Motorcycle Rally beer garden, as further described in section 6 of this MOU, the City shall not reduce the annual payment total for fiscal year 2025-26. The Association agrees to submit invoices and expenditure documentation to the City Manager or their designee. The City will also refund the Association up to \$20,000.00 for the one-year term of this MOU for City required permits and fees expended by the Association for its events. Invoices for all undisputed amounts shall be paid within 30 days of submission.
6. **Association Responsibilities:**
 - a) The Chief Executive Officer of the Association will meet at least monthly with the City Manager.

- b) Provide four quarterly reports to the City Manager.
- c) Provide an annual report to the City Council on or before June 30th, 2026.
- d) Provide twenty eight (28) events in downtown Hollister including five (5) signature events: the Certified Hollister Farmers' Market, the Saddle Horse Show Parade, the Street Festival & Car Show, the Downtown Wine & Beer Stroll, and the Lights on Celebration Parade.
- e) Provide community give back (monetized) events each year, such as the Youth Expo, Spring and Fall Downtown Clean-Ups, and Job Fair.
- f) The Association will continue to add new events such as First Fridays, Mad Hatter Day, and a second Wine & Beer stroll.
- g) Continue to bring anchor events for Tourism & Economic Development to Hollister.
- h) Provide businesses and groups with thousands of volunteer hours opportunities.
- i) Increase revenue to the City via increased sales and additional business licenses.
- j) Provide over two thousand (2,000) volunteer and staff hours to downtown activities throughout the year.
- k) Prepare a summary for each event including (1) the event purpose; (2) estimated attendance, (3) number of vendors and sponsors, and (4) number of volunteer hours. The event summary will be included in the quarterly report.
- l) Hold four (4) quarterly breakfasts that bring over fifty (50) Hollister Downtown Association Members to each event.
- m) Provide resources, planning, marketing, and promotion tools for City initiatives/activities.
- n) Provide updates and information to the City Manager monthly.
- o) A member of the City staff may join the Hollister Downtown Association's Board of Directors as a liaison member to provide direction to the Association on any City initiatives.

- p) Work closely with the City's Recreation Department to promote, aid with planning, volunteer, partner, and collaborate on City Recreation events.
 - q) Continue to collaborate with community partners including the Economic Development Corporation, San Benito County Chamber of Commerce, Veteran's of Foreign Wars, YMCA, Youth Alliance, Girl Scouts, San Benito Arts Council, the Community Foundation, Growing Hearts, Hollister High School, the Salvation Army, San Benito County Business Council, City of San Juan Bautista, San Benito County Historical Society, Boy Scouts of America, and San Benito County.
 - r) Continue to operate as a community leader that puts downtown businesses and community first.
 - s) Continue to represent the City as part of the National Main Street Program.
 - t) Explore a grant to bring a downtown kiosk to Hollister with all downtown businesses listed.
 - u) Host a monthly meeting of all downtown businesses and provide a summary of the outcome of these meetings as part of the quarterly report.
 - v) Operate the Hollister Motorcycle Rally beer garden under the Association's non-profit status including, but not limited to, providing all beer garden staffing. All beer garden proceeds shall be remitted to the City.
7. **Annual Retreat:** The Association shall have and conduct an annual retreat when feasible with the Association's Board to review the priorities of its committees and to develop annual work programs.
8. **Hold Harmless:** Except as to the sole negligence or willful misconduct of the City, the Association will defend, indemnify and hold the City and its elected officials, officers, agents, and employees harmless from any and all loss, damages, claims, demands, liability, expenses or costs, including reasonable attorney's fees and financial and tax liability, which arise from or are related to all of the Association's services or activities including, but not limited to, the California Main Street Program in downtown Hollister, use of the Payment and/or status as an independent contractor. This paragraph shall survive the termination of this MOU.
9. **Independent Contractor:** The Association agrees that as an independent contractor and non-profit corporation, the Association shall be solely responsible for reporting all revenues received and expenditures and payment of all federal and state taxes and social security obligations to employees retained pursuant to this MOU. The Association further agrees that the City will not withhold any payments for the federal or state taxes or social security (FICA) or Medicare

benefits. In addition, the Association agrees and acknowledges that the City will not provide the Association including, but not limited to, its employees, directors, volunteers, or agents, with any insurance coverage for worker's compensation, long or short-term disability, or unemployment insurance.

10. **Termination:** The provisions of this MOU may be terminated by either Party at any time for convenience with ten (10) days' notice to the other Party or the termination of either Party's organization. Should either Party terminate MOU prior to the end of the MOU term, the Association shall reimburse the City a prorated portion of the Ninety Thousand Dollar (\$90,000.00) annual payment. The prorated reimbursement shall equal Seven Thousand Five Hundred Dollars (\$7,500.00) for each month between the termination date and June 30, 2026.
11. **Additional Insured:** The Association will maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit to the City of Hollister, its elected officials, officers, employees, and agents against claims of bodily injury, and property damage arising from or in connection with the Association's activities and services described herein during events.
12. **Non-Discrimination:** Each of the Parties herein shall comply with all applicable local, state, and federal laws and regulations including, but not limited to, prohibiting discrimination and harassment.
13. **Entire Agreement:** This MOU constitutes the entire and fully integrated understanding, between and among the Parties, regarding the matters herein set forth. There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the parties hereto relating to the subject matter of this MOU which are not fully expressed. This MOU may be modified only by a writing signed by all Parties.
14. **Notices:** All notices, communications and deliveries hereunder shall be made in writing signed by the Party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be deemed given or made on either 1) the date delivered if delivered in person, 2) on the date initially received if delivered by facsimile transmission followed by registered or certified mail confirmation, 3) on the date delivered if delivered by a nationally recognized overnight courier service or 4) on the third (3rd) business day after it is mailed if mailed by registered or certified mail (return receipt requested), with postage and other fees prepaid, and addressed as follows:

To Association: Omar Rosa, Chief Executive Officer
350 6th Street, 102
Hollister, CA 95023

To City: David Mirrione, City Manager
375 Fifth Street
Hollister CA 95023

or to such other representations or at such other addresses as of a Party as such Party hereto may furnish to the other Parties in writing.

15. **Assignment:** Neither Party hereto shall assign any right or obligation under this MOU without first obtaining the written consent of the other Party. Any attempted or purported assignments without the consent of the other Party will be void and of no effect.
16. **Jurisdiction and Venue:** Any action at law or inequity brought under this MOU for the purposes of enforcing the terms of this MOU shall be subject to California law and will be tried in a court of competent jurisdiction in the County of San Benito. The Parties hereto acknowledge that this MOU was entered into in Hollister, California.
17. **Severability:** If any provision or any part of any provision of this MOU is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
18. **Maintenance of Records:** The Association shall maintain complete and accurate records pertaining to costs incurred under this MOU.
19. **Authority:** The persons executing this MOU hereby represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entity for which they are signing.
20. **Term:** The term of this MOU shall be from July 1, 2025, to June 30, 2026.

Hollister Downtown Association

By: **Omar Rosa**

Title: **Chief Executive Officer**



City of Hollister

By: **David Mirrione**

Title: **City Manager**



Attest: _____

Title: **City Clerk**