

IMAGED

**MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITIES
OF CARLSBAD, ESCONDIDO, OCEANSIDE, SAN MARCOS
AND VISTA FOR FUNDING OF
MARKETING FOR THE INNOVATE78 ECONOMIC DEVELOPMENT INITIATIVE**

This Memorandum of Understanding (“MOU”) is made and entered into on March 3rd, 2022 by and among the cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista (individually “City” and collectively, “78 Corridor Cities” or “Cities”).

RECITALS

- A. Beginning in January 2022, the 78 Corridor Cities will adopt a new model for execution of Innovate78 economic development strategies through enhanced memberships with the San Diego North Economic Development Council (SDNEDC) in the amount of \$20,000 per City per year. Prior to this, the Cities had contracted with the San Diego Regional EDC for all activities related to Innovate78.
- B. In September 2021, the 78 Corridor Cities released a Request for Proposals (“RFP”) for marketing and communications services to support the Innovate78 work to be performed by the SDNEDC. Seventeen marketing firms responded to the RFP, and after careful evaluation and interviews, the Cities wish for JPW Communications to provide marketing services to support the Innovate78 initiative.
- C. The 78 Corridor Cities have been managing contracts related to Innovate78 on a rotating basis. The City of Oceanside will manage the contract with JPW Communications for the required services. Each City will contribute an equal financial share to compensate JPW Communications based on the terms set forth in this MOU.
- D. The City of Oceanside has engaged JPW Communications for marketing and communications services for Innovate78 pursuant to the attached Professional Services Agreement (“PSA”), which is incorporated herein by this reference. The work to be provided by JPW Communications is set forth in the Scope of Work included with the PSA.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the five Cities agree as follows:

A. JPW Communications Professional Services Agreement

The 78 Corridor Cities want to execute a two-year agreement as of January 1, 2022 which will become effective upon the complete execution of this MOU by each of the five Cities. The two-year Professional Services Agreement with JPW Communications will be managed by the City of Oceanside. Performance of the JPW PSA is intended to result in furthering the Innovate78 Economic Development Initiative as described in the PSA. For that work, JPW Communications will receive an annual total base contract amount of one hundred thousand dollars (\$100,000), assuming the full expense allotment is used (“Contract Price”).

The City of Oceanside makes no representation regarding the completeness, or quality of the work that JPW Communications will produce under the PSA. In directing JPW Communications pursuant to the PSA, the City of Oceanside will, when reasonably possible, provide direction based on the consensus of all Cities. If consensus is not obtained after a consultation period with all 78 Corridor Cities within thirty days (30) days, and if the Cities have not acted collectively to amend or terminate this MOU or the PSA, the City of Oceanside reserves the right to provide direction to JPW Communications to assure that its efforts are not stopped, stalled or otherwise delayed.

B. Cooperative Efforts

For JPW Communications to successfully carry out the scope of work for marketing for the Innovate78 Economic Development Initiative, each City must: (1) provide JPW Communications with information about the city, its community, its businesses, and its other attributes; (2) make available to JPW Communications representatives from city government, civic groups, business groups and others comprising the city; (3) identify venues within the city for meetings, (4) participate in meetings with JPW Communications and other 78 Corridor Cities for the development and refinement of elements of the Innovate78 Economic Development Initiative; and (5) otherwise participate in the development of the Innovate78 Economic Development Initiative in the manner described in the Scope of Work.

C. Term

This MOU shall be effective as of the first date written above and shall continue in full force and effect unless sooner terminated as provided in Section 4 of this MOU, below.

D. Termination

Should any City wish to terminate this MOU, the City desiring to terminate this MOU shall provide written notice of such intention of termination to the 78 Corridor Cities at least fifteen (15) days in advance of the termination date. Upon the expiration of the fifteen (15)-day

notice period, each City's rights and obligations to the other City as set forth shall cease and be of no further force or effect.

E. Payments for Funding the JPW Communications PSA

To fund the JPW PSA, each City will allocate and pay to the City of Oceanside on or before July 1 of each calendar year in which the agreement between JPW Communications and the City of Oceanside is in effect the sum of twenty thousand (\$20,000), representing one-fifth of the Contract Price ("City Contract Share"). The City of Oceanside will hold the City Contribution for each City, and collectively use those City Contributions to make payments due to JPW Communications under the Professional Services Agreement.

Should it be determined that a change in the Scope of Work is advisable which will require a change in funding in the base Contract Price as detailed in the Scope of Work, the City of Oceanside shall notify the 78 Corridor Cities of the service changes ("Services") and the price for those services ("Cost"). With that notice, the City of Oceanside will provide the 78 Corridor Cities with a proposed Addendum to the Professional Services Agreement ("Services Agreement Addendum") describing the Additional Services to be provided at the Supplemental Cost. Based on those materials, each City will be asked to execute an addendum to this MOU ("MOU Addendum") to enable the City of Oceanside to fund the Services. Should each City execute the MOU Addendum, then within ten (10) days thereafter: each City shall transfer to the City of Oceanside a sum equal to one-fifth of the Supplemental Cost; and the City of Oceanside will execute the Services Agreement Addendum.

Following the completion or termination of the Professional Services Agreement, the City of Oceanside shall determine if any amount is left unexpended from the collective City Contributions and shall return to each 78 Corridor City a sum equal to one-fifth of that amount.

F. Trademark and Copyright of Works

The 78 Corridor Cities recognize that JPW Communications will generate graphics, taglines and other materials ("Works") which may require a trademark, copyright, or similar registry to be protected under Federal or State law, which shall be obtained by JPW Communications, or its subcontractor, for the benefit of the 78 Corridor Cities. The 78 Corridor Cities acknowledge that each, as an owner of a trademark, will be responsible to police infringing uses of its trademark. If the 78 Corridor Cities do not enforce its trademark rights or otherwise fail to maintain quality control over the trademark (i.e. a naked license), trademark rights may be lost. This is also true regarding the responsibility to police infringing uses of their copyrights. The 78 Corridor Cities agree that they will reasonably police their intellectual property rights and promptly take reasonable steps to prevent infringing and unauthorized use of their trademarks

and copyrights. Upon learning of a potential infringement or unauthorized use, the 78 Corridor Cities shall meet, discuss and select an appropriate course of action to reasonably prevent infringement or unauthorized use of their intellectual property rights.

G. Miscellaneous

The terms of this MOU are intended by the parties as a final expression of their agreement with respect to such terms as are included in this MOU and may not be contradicted by evidence of any prior and/or contemporaneous agreement. This MOU specifically supersedes any prior written or oral agreement between the parties.

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

CITY OF VISTA

CITY OF ESCONDIDO

By: Patrick Johnson
Patrick Johnson, City Manager

By: _____
Sean McGlynn, City Manager

ATTEST:
Kathy Valdez, City Clerk

ATTEST:
Zack Beck, City Clerk

By: Kathy Valdez

By: _____

APPROVED AS TO FORM:
Darold Pieper, City Attorney

APPROVED AS TO FORM:
Michael R. McGuinness, City Attorney

By: Darold Pieper

By: _____

(Signatures continue on next page).

CITY OF OCEANSIDE

CITY OF SAN MARCOS

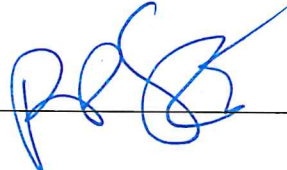
By: _____
Deanna Lorson, City Manager

By:  _____
Jack Griffin, City Manager

ATTEST:
Zeb Navarro, City Clerk

ATTEST:
Phillip Scollick, City Clerk

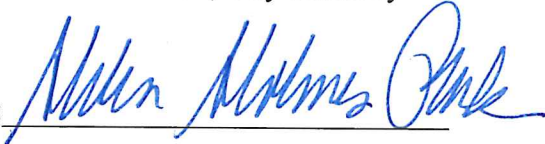
By: _____

By:  _____


APPROVED AS TO FORM:
John Mullen, City Attorney

APPROVED AS TO FORM:
Helen Holmes Peak, City Attorney

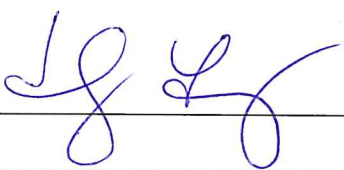
By: _____

By:  _____

CITY OF CARLSBAD

By:  _____
Scott Chadwick, City Manager

ATTEST:
Faviola Medina, City Clerk Services Manager

By:  _____

APPROVED AS TO FORM:
Celia A. Brewer, City Attorney

By:  _____

Attachment: JPW Communications LLC, Professional Services Agreement

CITY OF OCEANSIDE

CITY OF SAN MARCOS

By: 
Deanna Lorson, City Manager

By: _____
Jack Griffin, City Manager

ATTEST:
Zeb Navarro, City Clerk

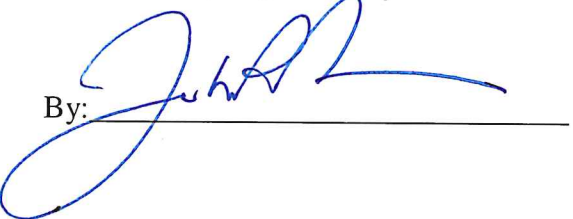
ATTEST:
Phillip Scollick, City Clerk

By: 

By: _____

APPROVED AS TO FORM:
John Mullen, City Attorney

APPROVED AS TO FORM:
Helen Holmes Peak, City Attorney

By: 

By: _____

CITY OF CARLSBAD

By: _____
Scott Chadwick, City Manager

ATTEST:
Faviola Medina, City Clerk

By: _____

APPROVED AS TO FORM:
Celia A. Brewer, City Attorney

By: _____