

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CALIFORNIA CITY, APPROVING THE EXECUTION
OF A COOPERATION AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY
OF CALIFORNIA CITY AND THE
REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY**

WHEREAS, the City Council of the City of California City acting pursuant to the provisions of the California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.), has activated the Agency and has declared itself to constitute the Agency; and

WHEREAS, pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City; and

WHEREAS, the City and the Agency desire to enter into a cooperation and reimbursement agreement in order to:

A. Set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and

B. Provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

NOW, THEREFORE, the City Council of the City of California City does hereby resolve as follows:

Section 1 The "Cooperation and Reimbursement Agreement" between the City of California City and the Redevelopment Agency of the City of California City, in the form attached to this resolution and incorporated herein by reference, and marked Exhibit "A", is hereby approved, and the Mayor and City Clerk are hereby directed and authorized to execute said Cooperation and Reimbursement Agreement on behalf of the City.

Section 2. The City Council hereby appropriates, directs, and authorizes the Finance Director of the City to establish a budget for the City's obligations under the Cooperation and

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Reimbursement Agreement in the amount of \$ _____ and to advance or disburse funds not to exceed this amount.

APPROVED AND ADOPTED this ____ day of _____ 2006 by the
Following vote:

AYES:

NOES:

ABSENT:

MAYOR _____

ATTEST:

CITY CLERK _____

EXHIBIT "A"

COOPERATION AND REIMBURSEMENT AGREEMENT

THIS AGEEMENT is entered into this ____ day of _____ 2006, by and between the CITY OF CALIFORNIA CITY, hereinafter referred to by "CITY", and the REDEVELOPMENT AGENCY OF THE CITY, hereinafter referred to as "AGENCY".

RECITALS

- A. Pursuant to the California Community Redevelopment Law, AGENCY is performing a public function of CITY and may have accesses to services and facilities of CITY.
- B. CITY and AGENCY desire to enter into this Agreement:
 - 1. To set forth activities, services and facilities which CITY will render for and make available to AGENCY in furtherance of the activities and functions of AGENCY under the California Community Redevelopment Law; and
 - 2. To provide that AGENCY will reimburse CITY for undertaken and costs and expenses incurred by it for and on behalf of AGENCY.

AGREEMENTS

SECTION 1. CITY agrees to provide for AGENCY such staff assistance, supplies, technical services and other services and facilities of CITY as agency may require in carrying out its functions under the California Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

SECTION 2.

CITY will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of AGENCY'S liability to CITY can be ascertained. CITY shall periodically, but not less than annually, submit to AGENCY a statement of the costs incurred by CITY in rendering activities and services of CITY to AGENCY pursuant to this Agreement. Such statement of costs may include a pro-ration of CITY'S administrative and salary expense attributable to services of CITY'S officials, employees and departments rendered for AGENCY.

SECTION 3.

AGENCY agrees to reimburse CITY for all costs incurred for services by CITY pursuant to this Agreement from and to the extent that funds are available to AGENCY for such purpose pursuant to California Health & Safety Code Section 33670 or from other sources; provided, however, that AGENCY shall have the sole exclusive right to pledge any such sources of funds to the repayment of other indebtedness incurred by AGENCY in carrying out the redevelopment project. The costs of CITY under this Agreement will be shown on statements submitted to AGENCY pursuant to Section III above. Although the parties recognize that payment may occur over a period of time, it is the express intent of the parties that CITY shall be entitled to repayment of the expenses incurred by CITY under this Agreement, consistent with AGENCY'S financial ability, in order to make CITY whole as soon as practically possible.

SECTION 4.

CITY agrees to include AGENCY within the terms of CITY'S insurance policy. AGENCY shall pay to CITY its pro-rata share of the costs of insurance applicable to its activities resulting from AGENCY'S inclusion in CITY'S policy.

SECTION 5.

The obligations of AGENCY under this Agreement shall constitute an indebtedness of AGENCY within the meaning of California Community Redevelopment Law Sections 33670 et seq., to be repaid to CITY by AGENCY with interest at the maximum rate allowed by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF CALIFORNIA CITY

By: _____ Mayor of
City of California City

ATTEST:

City Clerk of the City of California City

REDEVELOPMENT AGENCY
CITY OF CALIFORNIA CITY

By: _____
Chairman of the Redevelopment
Agency of the City of California City

ATTEST:

Secretary of the Redevelopment
Agency of the City of
California City

