

REDEVELOPMENT AGENCY OF THE
CITY OF EL PASO DE ROBLES

RESOLUTION NO. RA 86-06

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES APPROVING AND AUTHORIZING A COOPERATIVE AGREEMENT TO BE EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES AND THE CITY OF EL PASO DE ROBLES PURSUANT TO SECTION 33220 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, the City of El Paso de Robles created the Redevelopment Agency of the City of El Paso de Robles on June 25, 1980, by Ordinance No. 499 N.S. for purposes of pursuing redevelopment activities in the community; and

WHEREAS, the City Council of the City of El Paso de Robles has designated Redevelopment Survey Area #1 and has directed the Redevelopment Agency to formulate one or more Redevelopment Project Areas and Plans; and

WHEREAS, in the course of fulfilling the requirements to effectuate a redevelopment plan and conducting redevelopment activities certain relationships must be outlined between the City of El Paso de Robles and the Redevelopment Agency of the City of El Paso de Robles to formulate one or more Redevelopment Project Areas and Plans; and

WHEREAS, pursuant to Section 33220 of the California Health and Safety Code, the Redevelopment Agency of the City of El Paso de Robles may enter into Agreements with the City Council of the City of El Paso de Robles for the purpose of aiding and cooperating in the planning, undertaking, construction, or operation of redevelopment projects and may, pursuant to Sections 33600 and 33601, accept financial or other assistance to carry out the purpose of the Redevelopment Agency.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, AS FOLLOWS:

Section 1. An Agreement hereinafter referred to as "Cooperative Agreement" is hereby approved as set forth in Attachment "A" and shall create and establish the working relationship by and between the Redevelopment Agency of the City of El Paso de Robles and the City Council of the City of El Paso de Robles.

Section 2. The Chairman is hereby authorized and directed to enter into this Cooperative Agreement with the City of El Paso de Robles on behalf of the Redevelopment Agency of the City of El Paso de Robles as outlined.

Section 3. The Redevelopment Agency of the City of El Paso de Robles hereby rescinds any previous resolutions approving of and any "cooperative agreement" or similar agreements approved and adopted by a Resolution by the Redevelopment Agency of the City of El Paso de Robles, and the terms and conditions set forth in Attachment "A" shall supercede all previous similar agreements.

PASSED AND ADOPTED THIS 13th day of August, 1986 by the following roll call vote:

AYES : Agency Members: Cousins, Ovitt, Dolan, Stemper and Russell

NOES : Agency Members: None

ABSENT : Agency Members: None

Nick Russell
CHAIRMAN of the Redevelopment Agency
of the City of El Paso de Robles

ATTEST:

Jerry Bankston
SECRETARY of the Redevelopment Agency
of the City of El Paso de Robles

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) SS
CITY OF EL PASO DE ROBLES)

I, Jerry Bankston, Secretary of the Redevelopment Agency of the City of El Paso de Robles, California, do hereby certify that the foregoing Resolution No. RA 86-06 was duly and regularly adopted, passed and approved by the Redevelopment Agency of the City of El Paso de Robles, California at a adjourned/regular meeting of said Redevelopment Agency held at the regular meeting place thereof, on the 13th day of August, 1986, by the following vote:

AYES : Agency Members: Cousins, Ovitt, Dolan, Stemper and Russell

NOES : Agency Members: None

ABSENT: Agency Members: None

Dated this 13th day of August, 1986.



SECRETARY, Redevelopment Agency

CITY OF EL PASO DE ROBLES

ATTACHMENT A

COOPERATIVE AGREEMENT

Between the City Council of the City of El Paso de Robles
and the
Redevelopment Agency of the City of El Paso de Robles

THIS AGREEMENT is entered into this 13th day of August, 1986 by and between the CITY OF EL PASO DE ROBLES, hereinafter referred to as "CITY" and the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES hereinafter referred to as "AGENCY."

R E C I T A L S

1. Creation: Pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et. seq.) the City Council of the City of El Paso de Robles on June 25, 1980, did by Ordinance No. 499 N.S. declare that there was a need for a Redevelopment Agency to function in the City.

2. Separate Agency: The Agency is a public body, corporate and politic exercising governmental functions and is performing a public function of the City, but as such it is, and shall remain, a public body separate from the City.

3. Appointment of Agency Members: The City Council by said Ordinance No. 499 N.S. declared itself to be the Agency and such Council Members are serving as Agency Members.

4. Executive Director of Agency: The Agency has appointed an Executive Director of the Agency. As a portion of his duties and functions, he shall have ultimate day-to-day administrative responsibility to carry out Agency programs and affairs.

5. Agency Officers, Employees, Agents, Consultants, and Contractors: The Officers of the Agency shall be City officials as established in the Bylaws of the Agency. The Executive Director, after approval by the City Manager and with the approval of the Agency Members, may select, appoint, employ, and contract for such permanent and temporary consultants, contractors, agents, and employees as it requires and determine their qualifications, duties, benefits, and compensation subject to the other provisions of the Agreement and the law.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

6. Services to be Provided:

a. The City, its officers, and employees shall perform services for the Agency in carrying out its work of redevelopment. The Agency shall also have access to the facilities of the departments and offices of the City.

b. Those City officers and employees who are also appointed to positions or offices with or related to the Agency shall perform services for the Agency in a dual capacity. The Executive Director shall perform services in his capacity as a City employee and also as Executive Director of the Agency.

c. The City Manager/Executive Director, and other appropriate City officials and the Agency shall determine and establish the procedures to be followed in the request for, and the rendering of, such services.

7. Compensation by the Agency for Services Rendered or Loans:

a. The Agency shall reimburse the City for all costs incurred by City officers and employees in rendering services to the Agency commencing June 25, 1980. The Agency shall reimburse the City for all personnel services performed on an hourly basis at rates, including overhead established by the City Manager, plus interest thereon at the average annual rate which the City earns on its invested reserves, but not to exceed a rate of twelve percent (12%) per annum.

b. A City officer or employee shall be paid extra compensation for any work performed for the Agency if such compensation is expressly authorized and provided for by the Agency.

c. The Agency shall pay the same rate of interest on any loans made by the City to the Agency as calculated in 7(a) above.

8. Accounting of Responsible Payments to the City by the Agency: The City shall, on the last day of June and on the last day of December, provide the Agency with an audit of any and all outstanding City loans and/or advances as well as any and all City incurred expenses and costs to date deemed reimbursable by the Agency.

9. Method of Payment:

a. Costs under this agreement shall commence on the date that the services were or are begun, and shall accrue on the basis established by the City Manager for the services being performed. The Agency, however, shall not be responsible for the payment of accrued costs for services until funds are available to the Agency for this purpose.

b. Agency revenues may come from many sources, many of which may be available to the Agency only for limited and special purposes. It is expected that any funds which may become available to the Agency for the reimbursement of costs for services rendered by the City will be used to pay the accrued costs. The Agency shall reimburse the City for such costs only if funds become available.

Once funds become available from which the Agency may pay costs for services, then all costs theretofore accrued shall be paid in a time and manner consistent with the needs of the Agency.

10. City Aid and Assistance: The City will aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects within the City and will enter into appropriate agreements as necessary and desirable to effectuate the redevelopment program.

11. Fund Advance Agreements: The City may advance funds to the Agency and the Agency may advance funds to the City to effectuate the redevelopment program. Any and all fund advances and/or loans by the City to the Agency, or by the Agency to the City, shall be formalized by the approval and adoption of a Fund Advance Agreement by both the Agency and the City. The Fund Advance Agreement shall contain terms and conditions agreed upon by the Agency and the City, as appropriate to indicate the purpose of the advance and/or loan, and repayment requirements, if necessary, to effectuate the redevelopment program.

12. Administrative Fund: The City will establish an Agency General Fund with money appropriated by the City Council to the Agency as a loan to be repaid upon such terms and conditions as any agreement between the Agency and City Council may provide.

13. Agency Offices: The principal office of the Agency shall be located in the City Hall of the City of El Paso de Robles. The City agrees to provide to the Agency necessary and ample space for business offices and meeting rooms of the Agency. Said space shall also include use of the City Council Chambers or other space for meetings of the Agency. Rental payments for such purposes shall be paid, if required, by the City of El Paso de Robles according to rates set by the City Manager from time to time as separate space is needed by the Agency and included in the calculation for "overhead" as set forth in 7(a) hereof. Said space shall be used in accordance with the rules and regulations of the City as applicable to other buildings and offices of the City.

14. Agency Bylaws and Regulations: The Agency shall adopt and thereafter be bounded by Bylaws and other regulations to carry into effect the powers, purposes, and functions of the Agency and to establish the policies of the Agency Members for the guidance of the City Manager and Agency Executive Director.

The Agency shall supply such information and reports to the City and Agency as may be required.

15. Severability: If any portion or Section of this Agreement is declared to be unconstitutional or violative of the California Community Redevelopment Law, then only that section or portion shall be stricken as agreed upon by both parties. Such determination of unconstitutionality or infeasibility shall not affect the remainder of the Agreement.

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

CITY OF EL PASO DE ROBLES

By _____
Mayor

ATTEST:

By _____
City Clerk
City of El Paso de Robles

By _____
City Attorney
City of El Paso de Robles

REDEVELOPMENT AGENCY OF THE
CITY OF EL PASO DE ROBLES

By _____
Chairman

ATTEST:

By _____
Secretary
Redevelopment Agency of the
City of El Paso de Robles

By _____
Redevelopment General Counsel
Redevelopment Agency of the
City of El Paso de Robles