

RESOLUTION NO. RA98-06

**A RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF EL PASO DE ROBLES  
APPROVING AN AMENDMENT TO THE FISCAL AGREEMENT  
WITH THE PASO ROBLES SCHOOL DISTRICT**

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**WHEREAS**, the Redevelopment Agency and the Paso Robles School District (elementary and high school) entered into a fiscal agreement dated May 11, 1988; and

**WHEREAS**, this agreement was intended to establish certain provisions relating to the distribution of property tax increment revenues between the two public agencies; and

**WHEREAS**, questions have arisen regarding the implementation of said agreement, including, but limited to, the calculation methodology and the timing of said distribution of property tax increment revenues; and

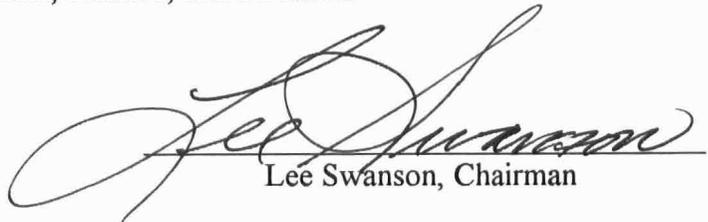
**WHEREAS**, the liaison committee, made up of representatives of both public agencies, has met and agreed upon a mutually agreeable solution to clarify and simplify the existing agreement; and

**WHEREAS**, the respective staff of both public agencies, with the concurrence of both public agencies' ad hoc committee members, have drafted an amendment which implements the desired changes to the existing agreement.

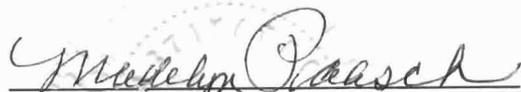
**NOW, THEREFORE, BE IT RESOLVED** by the Redevelopment Agency of the City of El Paso de Robles, that the agreement amendment attached herewith as Exhibit "A" is hereby approved.

**PASSED AND ADOPTED** by the Redevelopment Agency of the City of El Paso de Robles, this 2<sup>nd</sup> day of June, 1998 by the following vote:

AYES: Baron, Iversen, Macklin, Picanco, and Swanson  
NOES: None  
ABSENT: None

  
Lee Swanson, Chairman

**ATTEST:**

  
Madelyn Paasch, Secretary



**AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE  
REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES,  
THE PASO ROBLES ELEMENTARY (UNION) SCHOOL DISTRICT AND  
THE PASO ROBLES JOINT UNION HIGH SCHOOL DISTRICT**

THIS AMENDMENT NO. 1 ("Amendment") is hereby made and entered into this 2nd day of June, 1998, by and between the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, a public agency, corporate and politic (the "Agency"), the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT, a public body, corporate and politic ("School District").

**Recitals**

A. On May 11, 1988, the Agency, the Paso Robles Elementary (Union) School District and the Paso Robles Joint Union High School District entered into an agreement (the "Agreement") regarding the payment of certain monies by Agency to both school districts to relieve the fiscal burden or detriment caused to them by the adoption of the Paso Robles Redevelopment Plan (the "Redevelopment Plan"). The two school districts have since merged to form the School District.

B. The parties have differed in their interpretation of certain provisions of the Agreement, and specifically in the calculation of payments that were to be made to the School District under Sections 2.4, 2.6, 2.7 and 2.8 of the Agreement.

C. The parties wish to clarify and simplify certain provisions of the Agreement.

**Agreements**

Section 1. All references in the Agreement to School Districts shall mean School District.

Section 2. Section 2.4 of the Agreement is hereby amended to read as follows:

"2.4 Commencing with the first fiscal year in which there are Available Net Tax Increment Revenues (as defined below), the Agency shall annually pay to School District THIRTY-THREE AND ONE-THIRD PERCENT (33 1/3%) of the Available Net Tax Increment Revenues. "Available Net Tax Increment Revenues" shall mean tax increments (as defined in Section 1.6 hereof) less (1) all amounts required to be deposited by Agency into a Low- and Moderate Income Housing Fund pursuant to Section 33334.2 of the Health and Safety Code; (2) all amounts required to be paid by the Agency to all taxing entities pursuant to existing agreements with such entities; (3) all amounts required to be paid by the Agency to School District under Section 2.9 of this Agreement; and (4) SEVEN HUNDRED ELEVEN THOUSAND DOLLARS (\$711,000.00).

Commencing with fiscal year 2027-28, should the Agency continue to receive tax increment revenues, the Agency shall annually pay to School District the amount set forth above, except that it shall not deduct the amount of SEVEN HUNDRED ELEVEN THOUSAND DOLLARS (\$711,000), and such annual payments shall continue so long as the Agency claims and receives Tax Increments pursuant to the Redevelopment Plan in accordance with the Community Redevelopment Law. The Agency is not obligated to undertake any activities and/or actions to assure the receipt of tax increment revenues beyond fiscal year 2026-27."

Section 3. The following sentence is added to the end of Section 2.5 of the Agreement:

"School District agrees that it shall use monies received from the Agency under this Agreement for projects that shall be located within or adjacent to the Project Area."

Section 4. Sections 2.6, 2.7 and 2.8 of the Agreement are hereby eliminated in their entirety.

Section 5. Section 2.9 of the Agreement is hereby amended to read as follows:

"2.9 Agency agrees to pay to School District, within forty-five (45) days of the date of this Agreement, the sum of ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED DOLLARS (\$159,300.00). Commencing with fiscal year 1998-99, Agency shall annually pay to School District an amount of tax increments calculated in accordance with the following formula:

8.7 Percent (8.7%) of the amount of property tax revenues from the Project Area that are attributable to increases in the assessed value of the taxable property in the Project Area that are calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code. A copy of Section 110.1 of the Revenue and Taxation Code is attached hereto as Exhibit A."

Section 6. The last sentence of the first paragraph of Section 2.11 is hereby deleted and the following paragraph shall be added to Section 2.11:

"The parties agree to request that the County Auditor-Controller make all payments under this Agreement directly to the School District. In the event the County Auditor-Controller, for any reason, fails or refuses to make such payments directly to School District and makes such payments to Agency instead, the Agency expressly agrees that it shall make any payments owing under this Agreement to District within 30

days of Agency's semi-annual receipt of its tax increments from the County Auditor-Controller."

Section 7. Section 2.21 of the Agreement is hereby amended to substitute the addresses for the parties to whom notices should be sent as follows:

"If to Agency:

Executive Director  
Redevelopment Agency of the City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

If to School District:

Superintendent  
Paso Robles Joint Unified School District  
P. O. Box 7010  
Paso Robles, CA 93447"

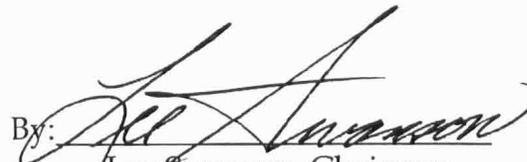
Section 8. The intent of the parties in entering into this Amendment is to facilitate the implementation of the Agreement and to memorialize agreed upon interpretations of certain provisions. As such, this Amendment is declaratory of existing contractual terms. Nothing contained herein shall be construed as creating any new or additional obligations under the Agreement.

Section 9. The parties agree not to contest the validity or enforceability of the terms and obligations contained either in this Amendment or the provisions of the Agreement affected by this Amendment.

IN WITNESS WHEREOF, the Agency and the School District have executed this Amendment as of the date first above written.

REDEVELOPMENT AGENCY  
OF THE CITY OF EL PASO DE  
ROBLES

\_\_\_\_\_, 1998

By:   
Lee Swanson, Chairman

By:   
Secretary "AGENCY"

PASO ROBLES JOINT UNIFIED  
SCHOOL DISTRICT

June 16, 1998

By:   
Eric D. Smith

By:   
"SCHOOL DISTRICT"