

MEETING DATE: 03.15.11

AGENDA ITEM: Adoption of City Council, Redevelopment Agency Board and Parking Authority Resolutions to Approve a Cooperation Agreement between the City of Culver City, the Culver City Redevelopment Agency and Culver City Parking Authority to Continue the Operation of the Cardiff Parking Structure as a Public Parking Structure.

ATTACHMENTS

	<u>Pages</u>
1. Proposed Cooperation Agreement	1-16
2. Proposed City Council Resolution	17-19
3. Proposed Redevelopment Agency Resolution	20-22
4. Proposed parking Authority Resolution	23-25

COOPERATION AGREEMENT
(Cardiff Parking Garage)

THIS COOPERATION AGREEMENT (this "**Agreement**") is entered into this 15th of March, 2011 (the "**Effective Date**"), by and between the CITY OF CULVER CITY, a municipal corporation (the "**City**") the PARKING AUTHORITY OF THE CITY OF CULVER CITY, a public body, corporate and politic (the "**Authority**") and the REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY a public body, corporate and politic (the "**Agency**"), with reference to the following facts:

A. The City Council of the City of Culver City (the "**City Council**") adopted the Redevelopment Plan for the Culver City Redevelopment Project on November 23, 1998 by Ordinance No. 98-015 and amended on January 12, 2004 (the "**Project Area**"), which results in the allocation of taxes from the Project Area to the Redevelopment Agency for the City of Culver City (the "**Agency**") for purposes of redevelopment. The Redevelopment Plan is incorporated herein by reference and made part hereof as though fully set forth herein.

B. The City has engaged in such redevelopment activities pursuant to Section 33220 of the California Community Redevelopment Law (Health & Safety Code, Section 33000 *et seq.*) that has aided and assisted in implementing the Redevelopment Plan and intends to engage in further redevelopment activities.

C. Pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions for Property Located at 3846 Cardiff Avenue dated January 15, 2011, the Agency acquired certain real property more particularly described in Exhibit A attached hereto with the improvements thereon (collectively, "the "**Property**") for the Purchase Price (as defined therein) of \$14,000,000 for use as a public parking garage. The Property is located in the Project Area and is subject to the Redevelopment Plan.

D. Pursuant to the provisions of Section 32500 *et seq.* of the Streets and Highways Code of the State of California, the City Council by Resolution No. CS-5446, November 1, 1965, activated the Parking Authority for the City of Culver City (the "**Authority**") for the purpose of providing public parking for the general welfare of the community.

E. The parties hereunder desire to cooperate in furtherance of the Redevelopment Plan and in accordance with the California Community Redevelopment Law (Health & Safety Code, Section 33000 *et seq.*) by transferring fee title to the Property from the Agency to the Authority and to make other provisions related to the allocation of costs for the operation and maintenance of the Property as a public parking garage, subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties hereto agree as follows:

Grant Deed

TERMS

1. INTRODUCTORY PROVISIONS

The Recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

2. OBLIGATIONS

a. Subject to the terms and conditions of this Agreement, the Agency's obligations are as follows (collectively, the "**Agency's Obligations**"):

- (1) The Agency shall convey fee title to the Property to the Authority by grant deed substantially in the form attached to this Agreement as Exhibit B.
- (2) The Agency shall assign all parking agreements related to the Property to which it is a party or has acquired such rights thereto, including but not limited to parking operations and maintenance for the Property, to the Authority and any revenue derived from such agreements to the Authority in accordance with this Agreement and subject to the provisions of Section 32500 *et seq.* of the Streets and Highways Code of the State of California.

b. Subject to the terms and conditions of this Agreement, the Authority's obligations are as follows (collectively, the "**Authority's Obligations**"):

- (1) The Authority shall accept the conveyance of the Property from the Agency and shall use and maintain the Property as a public parking structure.
- (2) The Authority shall accept the assignment of all parking agreements related to the Property to which the Agency is a party or has acquired such rights thereto, including but not limited to parking operations and maintenance for the Property, from the Authority and any revenue derived from such agreements to the Authority.
- (3) Subject to the provisions of Section 32500 *et seq.* of the Streets and Highways Code of the State of California, the Authority shall use any revenue derived from any parking agreement described in subsection 2.d shall be used as follows:
 - (i) To pay for any costs and expenses to manage, operate and maintain the Property and improvements thereon for use as a public parking garage;

(ii) To establish and replenish as reasonably determined by the Authority's Executive Director or designee an operating reserve in order to manage and operate the public parking garage; and

(iii) To establish and continuously replenish as necessary as reasonably determined by the Authority's Executive Director or designee a maintenance reserve for capital repairs and replacement of the public parking garage.

c. Subject to the Authority's Obligations to make payments pursuant subsections 3(b)(i)-(iii) hereinabove and to pay any Net Parking Revenue to the City pursuant to subsection 3(b)(iv) hereinabove, the City's obligations are as follows (collectively, the "**City's Obligations**"):

- (1) To pay for any shortfall of the costs and expenses to manage, operate and maintain the Property and improvements thereon for use as a public parking garage.
- (2) To pay for any shortfall of the costs and expenses to establish and replenish as reasonably determined by the Authority's Executive Director or designee an operating reserve in order to manage and operate the public parking garage.
- (3) To pay for any shortfall of the costs and expenses to establish and continuously replenish as necessary as reasonably determined by the Authority's Executive Director or designee a maintenance reserve for capital repairs and replacement of the public parking garage.

3. MISCELLANEOUS PROVISIONS

a. Time of Essence. Time is expressly declared to be of the essence in this Agreement and of every provision hereof in which time is an element.

b. Notices. Any notice to be given or other document to be delivered by any party to the other or others hereunder, may be delivered in person to an officer of any party, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service, or by facsimile machine if concurrently delivered by another permissible method set forth in this Paragraph, and addressed to the party for whom intended, as follows:

City: City of Culver City
9770 Culver Boulevard
Culver City, CA 90232
Attention: City Manager

Grant Deed

Telephone: (310) 253-6000

Agency: Culver City Redevelopment Agency
9770 Culver Boulevard
Culver City, CA 90232
Attention: Assistant Executive Director
Telephone: (310) 253-5760

Authority Parking Authority of Culver City
9770 Culver Boulevard
Culver City, CA 90232
Attention: City Manager
Telephone: (310) 253-6000

Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by United States mail, duly certified and registered, with postage prepaid shall be deemed received on the third day after mailing.

c. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one agreement binding on the Agency and the City.

d. Applicable Law. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California.

e. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

f. Conflicts of Interest. No member, official or employee of the City, the Agency or the Authority shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

g. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

h. Agency Indemnification. The Agency, on behalf of itself and any subsequent assigns or successors in interest, agrees to and hereby does defend, hold

harmless and indemnify the City and the Authority and its officers, officials, agents, contractors, and employees from damages, claims or liability arising, in whole or in part, from the Agency's default or breach of this Agreement or as a result of the Agency's negligence or willful misconduct under or in connection with this Agreement.

i. City and Authority Indemnification. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the California Government Code, the parties hereto, as between the City and the Authority, pursuant to the authorization contained in Sections 895.4 and 895.6 of the California Government Code, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Section 895.2 of the California Government Code. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein.

j. Entire Agreement, Waivers and Amendments.

(1) This Agreement shall be executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement and its attached Exhibits and Schedules shall constitute the entire understanding and agreement of the parties.

(2) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all (or any part of or any interest in) the Assets. This Agreement and all documents incorporated herein contain the entire understanding among the parties hereto relating to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written.

(3) All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City, the Authority and the Agency, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties to be bound thereby. This Agreement and any provisions hereof may be amended by mutual written agreement by the Agency's Executive Director or designee, the Authority's Executive Director or designee and the City's City Manager or designee, subject to review and approval by the Board of the Culver City Redevelopment Agency, the Board of the Culver City Parking Authority or City Council of the City of Culver City as needed to comply with applicable law and internal policies and procedures. The waiver by the City, the Authority or the Agency of any term, covenant, or condition herein contained shall not be a waiver of such term, covenant, or condition on any

subsequent breach.

k. Further Actions. The Agency's Executive Director or designee, the Authority's Executive Director or designee and the City's City Manager or designee are authorized and directed to take such other and further actions, and sign such other and further agreements and documents on behalf of the Agency, the Authority and the City, respectively, as may be necessary or proper to effect the terms of this Agreement.

l. Effective Date. This Agreement shall be deemed effective on March 15 2011 (the "**Effective Date**").

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite their signatures below.

[Signatures begin on following page]

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

Dated: _____

CITY OF CULVER CITY

By _____
City Manager

Dated: _____

CULVER CITY REDEVELOPMENT AGENCY

By _____
Chair

Dated: _____

PARKING AUTHORITY FOR THE CITY OF
CULVER CITY

By _____
Chair

APPROVED AS TO FORM:

CITY ATTORNEY

Carol Schwab
City Attorney

KANE BALLMER BERKMAN

Murray O. Kane
Agency General Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to hereinbelow is situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

LOTS 11, 12, 13, 14, IN BLOCK 15 AND 18 OF TRACT NO 2444. AS PER MAP RECORDED IN BOOK 24, PAGE 7 OF MAPS OF THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF LOS ANGELES.

Grant Deed
(Cardiff)

EXHIBIT B

FORM OF GRANT DEED

[BEHIND THIS PAGE]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Clerk, Culver City
9770 Culver Blvd.
Culver City, CA 90232

GOVERNMENT BUSINESS
Free Recording Requested
(Govt. Code §27383)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CULVER CITY REDEVELOPMENT AGENCY, herein called "**Grantor**," hereby grants to THE PARKING AUTHORITY FOR THE CITY OF CULVER CITY, herein referred to as "**Grantee**," the real property described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "**Property**"), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed.

This Grant Deed is made pursuant to that certain Cooperation Agreement dated as of March 15, 2011 (the "**Agreement**") by and among Grantor and Grantee and the City of Culver City (the "**City**"), which is a public record on file at the offices of the City and incorporated herein by this reference. All capitalized terms used in this Grant Deed shall have the meaning ascribed to them in the Agreement unless indicated to the contrary herein.

Grantor and Grantee agree as follows:

1. Grantee hereby covenants and agrees on behalf of itself and any successors and assigns in the Property or any portion thereof or any improvements thereon or any interest therein that Grantee, such successors and assigns shall:

a. Develop, use, operate and maintain the Property solely in accordance with the Agreement; and

b. Not discriminate upon the basis of race, color, ancestry, national origin, sex, marital status, creed, religion or handicap in the lease or rental or in the use or occupancy of the Property, or any improvements erected or to be erected thereon, or any part thereof.

2. There shall be no discrimination against or segregation of any persons, or group of persons, on account of race, color, ancestry, national origin, sex, marital

Grant Deed
(Cardiff)

status, creed, religion or handicap in the sale, sublease, transfer, use, occupancy, tenure or enjoyment of the Property; nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

3. Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of sex, marital status, race, color, religion, creed, ancestry, national origin or disability of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, ancestry or disability in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land; nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

4. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns. Grantor is deemed the beneficiary of the terms and provisions of this Grant Deed and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public and private, in whose favor and for whose benefit this Grant Deed and the covenants running with the land have been provided, without regard to whether Grantor remains or is an owner of any land or interest in the Property. Grantor shall have the right, if the covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of the covenants may be entitled. The covenants contained in this Grant Deed concerning non-discrimination shall remain in effect in perpetuity.

5. All obligations of "Grantee" under this Grant Deed (and all of the terms, covenants and conditions of this Grant Deed) shall be binding upon Grantee, its successors and assigns and every successor in interest of the Property or any portion thereof or any interest therein, for the benefit and in favor of the Grantor, its successors and assigns. All rights of "Grantee" under this Grant Deed shall inure to the benefit of Grantee and its permitted successors and assigns.

6. This Grant Deed shall not merge with any other agreement between Grantor and Grantee.

7. Breach of any of the covenants, conditions, restrictions, or reservations contained in this Grant Deed shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed, but unless otherwise herein provided, the terms, conditions, covenants, restrictions and reservations of this Grant Deed shall be binding and effective against the holder of such mortgage or deed of trust and any owner of the Property, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

[Remainder of This Page Intentionally Left Blank.]

ATTACHMENT 1

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the dates shown below.

CULVER CITY REDEVELOPMENT AGENCY
(GRANTOR)

Dated: _____

By: _____
John Nachbar, Executive Director

APPROVED AS TO FORM:

KANE BALLMER & BERKMAN

MURRAY O. KANE, Agency General Counsel

GRANTEE accepts and approves each of the conditions, covenants and restrictions set forth in this Grant Deed.

PARKING AUTHORITY OF THE CITY OF
CULVER CITY
(GRANTEE)

Dated: _____

By: _____
Christopher Armenta, Chair

APPROVED AS TO FORM:

CAROL SCHWAB, City Attorney

Grant Deed
(Cardiff)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed dated March 15, 2011 from the Culver City Redevelopment Agency to the Parking Authority of the City of Culver City, is hereby accepted by the undersigned officer on behalf of the Board of the Parking Authority of the City of Culver City pursuant to authority conferred by the Board through Resolution No. _____ adopted on March 15, 2011 and the grantee consents to recordation thereof by its duly authorized officer.

PARKING AUTHORITY OF THE CITY OF
CULVER CITY

Dated: _____

By: _____
Christopher Armenta, Chair

APPROVED AS TO FORM:

CAROL SCHWAB, City Attorney

Grant Deed
(Cardiff)

State of California

County of _____

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
(to Grant Deed)

LEGAL DESCRIPTION OF PROPERTY

The land referred to hereinbelow is situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

LOTS 11, 12, 13, 14, IN BLOCK 15 AND 18 OF TRACT NO 2444. AS PER MAP RECORDED IN BOOK 24, PAGE 7 OF MAPS OF THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF LOS ANGELES.

RESOLUTION NO. 2011-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF CULVER CITY, THE CULVER CITY REDEVELOPMENT AGENCY AND THE CULVER CITY PARKING AUTHORITY TO CONTINUE THE OPERATION OF THE CARDIFF PARKING STRUCTURE AS A PUBLIC PARKING FACILITY.

WHEREAS, the City Council of the City of Culver City (the "City Council") adopted the Redevelopment Plan for the Culver City Redevelopment Project on November 23, 1998 by Ordinance No. 98-015 and amended on January 12, 2004 (the "Project Area"), which results in the allocation of taxes from the Project Area to the Culver City Redevelopment Agency (the "Agency") for purposes of redevelopment; and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) certain public bodies, including the City of Culver City (the "City"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions for Property Located at 3846 Cardiff Avenue dated January 15, 2011, the Agency acquired certain real property with the improvements thereon (the "Property") from the City for \$14,000,000 for use as a public parking garage. The Property is located in the Project Area and is subject to the Redevelopment Plan; and

WHEREAS, the Agency and the City have heretofore entered into a certain Cooperation Agreement dated January 15, 2011, as amended by that certain First Amendment to the Agreement (collectively, the "January Cooperation Agreement") to provide for implementation of certain projects including the acquisition of the Property for use a public parking garage; and

ATTACHMENT 2

1 WHEREAS, the City and Agency have heretofore made certain findings and
2 determinations with respect to the Property under the January Cooperation Agreement in
3 accordance with Section 33445 of the California Community Redevelopment Law (Health
4 & Safety Code, Section 33000 *et seq.*); and

5 WHEREAS, pursuant to the provisions of Section 32500 *et seq.* of the
6 Streets and Highways Code of the State of California, the City Council by Resolution No.
7 CS-5446, November 1, 1965, activated the Culver City Parking Authority (the "Authority")
8 for the purpose of providing public parking for the general welfare of the community; and

9 WHEREAS, the City, the Agency and the Authority have prepared a
10 Cooperation Agreement (the "Agreement") in accordance with the California Community
11 Redevelopment Law (Health & Safety Code, Section 33000 *et seq.*) for the purpose of
12 transferring fee title to the Property from the Agency to the Authority and to make other
13 provisions related to the allocation of costs for the operation and maintenance of the
14 Property as a public parking garage; and

15 WHEREAS, it is in the best interests of the City and for the common benefit
16 of residents, employees, business tenants and property owners within the Project Area and
17 the City as a whole for the Property to be transferred to the Authority in accordance with
18 the terms and conditions of the Agreement; and

19 WHEREAS, all other legal prerequisites to the adoption of this Resolution
20 have occurred.

21 NOW, THEREFORE, the City Council of the City of Culver City DOES
22 HEREBY RESOLVE, as follows:

23 1. The City Council has received and heard all oral and written objections
24 to the Agreement, and to other matters pertaining to this transaction, and all such oral and
25 written objections are hereby overruled.

ATTACHMENT 2

2. The City Council hereby finds and determines that the foregoing recitals are true and correct.

3. The Agreement in substantially the form presented to the City Council is hereby approved, a copy of which is on file with the City Clerk.

4. The City Manager, or designee, is hereby authorized to execute the Agreement on behalf of the City, together with such non-substantive changes and amendments as may be approved by the City Manager and City Attorney.

5. The City Manager, or designee, is hereby authorized, on behalf of the City, to sign all documents necessary and appropriate to carry out and implement the Agreement and to administer the City's obligations, responsibilities and duties to be performed under the Agreement.

6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, this ____ day of _____, 2011.

CHRISTOPHER ARMENTA, MAYOR
City of Culver City

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk

CAROL A. SCHWAB, City Attorney

A11-00134

ATTACHMENT 3

RESOLUTION NO. 2011-A_____

A RESOLUTION OF THE BOARD OF THE CULVER CITY REDEVELOPMENT AGENCY, APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF CULVER CITY, THE CULVER CITY REDEVELOPMENT AGENCY AND THE CULVER CITY PARKING AUTHORITY TO CONTINUE THE OPERATION OF THE CARDIFF PARKING STRUCTURE AS A PUBLIC PARKING FACILITY.

WHEREAS, the City Council of the City of Culver City (the "City Council") adopted the Redevelopment Plan for the Culver City Redevelopment Project on November 23, 1998 by Ordinance No. 98-015 and amended on January 12, 2004 (the "Project Area"), which results in the allocation of taxes from the Project Area to the Culver City Redevelopment Agency (the "Agency") for purposes of redevelopment; and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) certain public bodies, including the City of Culver City (the "City"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions for Property Located at 3846 Cardiff Avenue dated January 15, 2011, the Agency acquired certain real property with the improvements thereon (the "Property") from the City for \$14,000,000 for use as a public parking garage. The Property is located in the Project Area and is subject to the Redevelopment Plan; and

WHEREAS, the Agency and the City have heretofore entered into a certain Cooperation Agreement dated January 15, 2011, as amended by that certain First Amendment to the Agreement (collectively, the "January Cooperation Agreement") to provide for implementation of certain projects including the acquisition of the Property for use a public parking garage; and

ATTACHMENT 3

1 WHEREAS, the City and Agency have heretofore made certain findings and
2 determinations with respect to the Property under the January Cooperation Agreement in
3 accordance with Section 33445 of the California Community Redevelopment Law (Health &
4 Safety Code, Section 33000 *et seq.*); and

5 WHEREAS, pursuant to the provisions of Section 32500 *et seq.* of the Streets
6 and Highways Code of the State of California, the City Council by Resolution No. CS-5446,
7 November 1, 1965, activated the Culver City Parking Authority (the "Authority") for the
8 purpose of providing public parking for the general welfare of the community; and

9 WHEREAS, the City, the Agency and the Authority have prepared a
10 Cooperation Agreement (the "Agreement") in accordance with the California Community
11 Redevelopment Law (Health & Safety Code, Section 33000 *et seq.*) for the purpose of
12 transferring fee title to the Property from the Agency to the Authority and to make other
13 provisions related to the allocation of costs for the operation and maintenance of the
14 Property as a public parking garage; and

15 WHEREAS, it is in the best interests of the City and for the common benefit of
16 residents, employees, business tenants and property owners within the Project Area and
17 the City as a whole for the Property to be transferred to the Authority in accordance with the
18 terms and conditions of the Agreement; and

19 WHEREAS, all other legal prerequisites to the adoption of this Resolution
20 have occurred.

21 NOW, THEREFORE, the Board of the Culver City Redevelopment Agency
22 DOES HEREBY RESOLVE, as follows:

23 1. The Agency Board has received and heard all oral and written
24 objections to the Agreement, and to other matters pertaining to this transaction, and all
25 such oral and written objections are hereby overruled.

ATTACHMENT 3

2. The Agency Board hereby finds and determines that the foregoing recitals are true and correct.

3. The Agreement in substantially the form presented to the Agency Board is hereby approved, a copy of which is on file with the Agency Secretary.

4. The Executive Director, or designee, is hereby authorized to execute the Agreement on behalf of the Agency, together with such non-substantive changes and amendments as may be approved by the Executive Director and Agency General Counsel.

5. The Executive Director, or designee, is hereby authorized, on behalf of the Agency, to sign all documents necessary and appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement.

6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, this ____ day of _____, 2011.

MICHEÁL O' LEARY, Chair
Culver City Redevelopment Agency

ATTEST:

APPROVED AS TO FORM:

ALICE PRASAD, Secretary

MURRAY KANE, Agency General Counsel

A11-00135

RESOLUTION NO. 2011-PA____

A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF CULVER CITY, THE CULVER CITY REDEVELOPMENT AGENCY AND THE CULVER CITY PARKING AUTHORITY TO CONTINUE THE OPERATION OF THE CARDIFF PARKING STRUCTURE AS A PUBLIC PARKING FACILITY.

WHEREAS, the City Council of the City of Culver City (the "City Council") adopted the Redevelopment Plan for the Culver City Redevelopment Project on November 23, 1998 by Ordinance No. 98-015 and amended on January 12, 2004 (the "Project Area"), which results in the allocation of taxes from the Project Area to the Culver City Redevelopment Agency (the "Agency") for purposes of redevelopment; and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) certain public bodies, including the City of Culver City (the "City"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions for Property Located at 3846 Cardiff Avenue dated January 15, 2011, the Agency acquired certain real property with the improvements thereon (the "Property") from the City for \$14,000,000 for use as a public parking garage. The Property is located in the Project Area and is subject to the Redevelopment Plan; and

WHEREAS, the Agency and the City have heretofore entered into a certain Cooperation Agreement dated January 15, 2011, as amended by that certain First Amendment to the Agreement (collectively, the "January Cooperation Agreement") to provide for implementation of certain projects including the acquisition of the Property for use a public parking garage; and

1 WHEREAS, the City and Agency have heretofore made certain findings and
2 determinations with respect to the Property under the January Cooperation Agreement in
3 accordance with Section 33445 of the California Community Redevelopment Law (Health
4 & Safety Code, Section 33000 *et seq.*); and

5 WHEREAS, pursuant to the provisions of Section 32500 *et seq.* of the
6 Streets and Highways Code of the State of California, the City Council by Resolution No.
7 CS-5446, November 1, 1965, activated the Culver City Parking Authority (the "Authority")
8 for the purpose of providing public parking for the general welfare of the community; and

9 WHEREAS, the City, the Agency and the Authority have prepared a
10 Cooperation Agreement (the "Agreement") in accordance with the California Community
11 Redevelopment Law (Health & Safety Code, Section 33000 *et seq.*) for the purpose of
12 transferring fee title to the Property from the Agency to the Authority and to make other
13 provisions related to the allocation of costs for the operation and maintenance of the
14 Property as a public parking garage; and

15 WHEREAS, it is in the best interests of the City and for the common benefit
16 of residents, employees, business tenants and property owners within the Project Area and
17 the City as a whole for the Property to be transferred to the Authority in accordance with
18 the terms and conditions of the Agreement; and

19 WHEREAS, all other legal prerequisites to the adoption of this Resolution
20 have occurred.

21 NOW, THEREFORE, the Parking Authority of the City of Culver City DOES
22 HEREBY RESOLVE, as follows:

23 1. The Authority has received and heard all oral and written objections to
24 the Agreement, and to other matters pertaining to this transaction, and all such oral and
25 written objections are hereby overruled.

2. The Authority hereby finds and determines that the foregoing recitals are true and correct.

3. The Agreement in substantially the form presented to the Authority Board is hereby approved, a copy of which is on file with the Authority Secretary.

4. The Executive Director, or designee, is hereby authorized to execute the Agreement on behalf of the Authority, together with such non-substantive changes and amendments as may be approved by the Executive Director and Authority Legal Advisor.

5. The Executive Director, or designee, is hereby authorized, on behalf of the Authority, to sign all documents necessary and appropriate to carry out and implement the Agreement and to administer the Authority's obligations, responsibilities and duties to be performed under the Agreement.

6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, this ____ day of _____, 2011.

CHRISTOPHER ARMENTA, Chair
Culver City Parking Authority

ATTEST:

MARTIN R. COLE, Secretary

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APPROVED AS TO FORM:

CAROL A. SCHWAB, Legal Advisor