

MEETING DATE: **02.22.10**

AGENDA ITEM: **Adoption of City Council and Redevelopment Agency
Board Resolutions Approving a Cooperation Agreement
between the City of Culver City and the Culver City
Redevelopment Agency Relating to the Funding of
Public Infrastructure Improvements.**

ATTACHMENTS

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**COOPERATION AGREEMENT
FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT
AGENCY FUNDED PROJECTS**

THIS COOPERATION AGREEMENT (this “**Agreement**”) is entered into this _____ day of February, 2011, by and between the CITY OF CULVER CITY (the “**City**”) and the CULVER CITY REDEVELOPMENT AGENCY (the “**Agency**”), with reference to the following facts:

A. The Agency has prepared Redevelopment Plans for the Culver City Redevelopment Projects (collectively, the “**Project Areas**”), which results in the allocation of taxes from the Project Areas to the Agency for purposes of redevelopment.

B. The intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Areas; to increase, improve and preserve the community’s supply of low and moderate income housing, some of which may be located or implemented outside the Project Areas; and to take all other necessary actions to implement the Redevelopment Plans and to expend tax increment to accomplish these goals and objectives.

C. The Agency has adopted its Five-Year Implementation Plans for the Project Areas, as amended from time to time (collectively, the “**Implementation Plans**”) with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization. To implement the programs and activities associated with each goal, the Agency has made redevelopment fund commitments and budget allocations based on estimated available tax increment revenue and debt financing structures.

D. Pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (the “**CRL**”), certain public bodies, including the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Collectively, the projects associated with this Agreement are listed in the attached Exhibit 1 and is incorporated herein (the “**Projects**”). To carry out the Projects in accordance with the objectives and purposes of the Redevelopment Plans for the Project Areas and the Implementation Plans, the Agency desires assistance and cooperation in the implementation and completion of the Projects. The City agrees to aid the Agency and cooperate with the Agency to expeditiously implement the Projects in accordance with the Redevelopment Plans for the Project Areas and the Implementation Plans and undertake and complete all actions necessary or appropriate to ensure that the objectives of the Redevelopment Plans for the Project Areas and the Implementation Plans are fulfilled within the time effectiveness of the Project Areas.

E. In considering the Agency's desire to ensure timely implementation and completion of the Projects, the Agency wishes to enter into this Agreement with the City for the pledge of net available tax increment to finance the Projects. The purpose of this Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment in this current fiscal year and forthcoming fiscal years.

F. Wherever used in the Cooperation Agreement the term "net available tax increments" shall mean and include tax increment as defined or provided for in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, and allocated to (i) the Agency and/or (ii) any lawful successor entity of the Agency and/or (iii) any entity established by law to carry out the redevelopment plan for the Project Area and/or (iv) any entity established by law to expend tax increment and/or (v) any entity established by law to pay indebtedness of the Agency to be repaid in whole or in part with tax increment, pursuant to Section 33670, et seq., of the California Community Redevelopment Law or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future.

G. The City Council (the "**Council**") and the Agency by resolution have each found that the use of Agency redevelopment funding for the publicly owned improvements included in the Projects is in accordance with Section 33445 of the CRL and other applicable law. The said City Council and Agency resolutions are each based on the authority of the Agency, with the consent of the City Council, to pay all or part of the cost of the installation and construction of any building, facility, structure, or other improvements which is publicly owned within a Project Area, if the City Council makes certain determinations.

H. By approving and entering into this Agreement, the Agency has approved certain obligations, including the pledge of net available tax increment to pay for the Projects.

I. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plans for the Project Areas.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. 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.

II. AGENCY'S OBLIGATIONS

1. The Projects are those projects which are listed on the attached Exhibit 1. The Agency agrees to pay to the City an amount equal to the cost to the City to carry out the Projects, including without limitation all costs incurred by the City for the planning, acquisition and disposition, financing, development, permitting, design, site testing, bidding, construction and construction management of the Projects. The Agency's obligations under this Agreement, including without limitation the Agency's obligation to make the payments to the City required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Sections 33445 of the CRL and other applicable statutes. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

2. The obligations of Agency under this Agreement shall be payable out of net available tax increment, as defined in the above recitals and/or as defined or provided for in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Project Areas, and allocated to the Agency and/or any lawful successor entity of the Agency and/or any entity established by law to carry out any of the redevelopment plans for the Project Areas and/or expend tax increment or pay indebtedness of the Agency to be repaid with tax increment, pursuant to Section 33670 of the CRL or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, in amounts not less than those set forth in the schedule attached hereto as Exhibit 1. In the event that additional funds are required in order to make the Agency payments to the City required by this Agreement, the Agency shall make such payments from income received by the Agency from its projects and programs or any other additional funds available to it.

3. The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness (all referred to herein as "indebtedness") of the Agency incurred or issued to finance the Project Areas, including without limitation any pledge of tax increment revenues from the Project Areas to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Project Areas.

4. All payments due to be made by the Agency to the City under this Agreement shall be made by the Agency as set forth in the schedule attached hereto as Exhibit 2 and as otherwise necessary to reimburse the City for the cost to the City of performing its obligations hereunder.

III. CITY'S OBLIGATIONS

1. The City shall accept any funds offered by the Agency pursuant to this Agreement and shall devote those funds to completion of the Projects by (i) reimbursing itself or using such funds to make City expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the City has or will incur for such purposes; and/or (iii) paying such funds into a special fund of the City to be held and expended only for the purpose of satisfying the obligations of the City hereunder.

2. The City shall provide Agency with a quarterly report accompanied by evidence reasonably satisfactory to the Agency's Executive Director that the City has progressed in the development and construction of the Project for which payment is made by the Agency commensurate with such payments and has incurred costs or obligations to make payments equal to or greater than such amount.

3. It is the responsibility of City to pay all development and construction costs in connection with the Projects from funds paid to the City by the Agency under this Agreement.

4. The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA before undertaking each Project, and shall timely complete the work required for each Project in accordance with the schedule as set forth in Exhibit 1.

IV. LIABILITY AND INDEMNIFICATION

In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, 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 Government Code section 895.2. 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 Government Code section 895.2.

V. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

1. This Agreement shall be executed in triplicate originals, each of which is deemed to be an original. This Agreement consists of six (6) pages and two (2) Exhibits, which 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 the subject matter of this Agreement.

3. This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

4. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

VI. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

VII. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

VIII. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

[Signatures begin on next page]

ATTACHMENT 1

City Contract No. 2011-_____

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

Dated:_____

CITY OF CULVER CITY

By:_____
Christopher Armenta, Mayor

Dated:_____

CULVER CITY REDEVELOPMENT AGENCY

By:_____
John Nachbar, Executive Director

APPROVED AS TO FORM:

CAROL SCHWAB, City Attorney

KANE BALLMER & BERKMAN

MURRAY O. KANE, Agency General Counsel

ATTACHMENT 1

EXHIBIT NO. 1

LIST OF PROJECTS

ITEM	DESCRIPTION	AMOUNT ¹	COMPLETION DATE ²
1	Improvements to Veterans Memorial Complex	\$60,000,000	2013-14
2	New Public Safety Headquarters and Training Facility	\$60,000,000	2016-17
	TOTAL	\$120,000,000	

¹Does not include interest cost

² Completion dates may be subject to extension by the mutual written agreement of City and Redevelopment Agency.

EXHIBIT NO. 2

SCHEDULE OF AGENCY PAYMENTS

YEAR	PAYMENT
2010-11	12,000,000
2011-12	15,000,000
2012-13	18,000,000
2013-14	18,000,000
2014-15	20,000,000
2015-16	20,000,000
2016-17	17,000,000

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CULVER CITY REDEVELOPMENT PROJECT CULVER CITY, CALIFORNIA

SUMMARY PERTAINING TO THE FUNDING OF PROPOSED PUBLIC INFRASTRUCTURE IMPROVEMENTS

(California Community Redevelopment Law Section 33679)

PURSUANT TO A PROPOSED COOPERATION AGREEMENT BY AND
BETWEEN THE CULVER CITY REDEVELOPMENT AGENCY AND THE
CITY OF CULVER CITY

Culver City Redevelopment Agency

February 7, 2011

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Introduction

The Culver City Redevelopment Agency (the “Agency”), is considering financing proposed public infrastructure improvements within the community that are of benefit to the Culver City Redevelopment Project, pursuant to a Cooperation Agreement between the Agency and the City of Culver City, California (the “City”).

This Summary was prepared in accordance with Section 33679 of the California Community Redevelopment Law in order to inform the Agency and the public about the transactions. This summary describes and specifies:

- A. The costs and tax increment funds to be paid by the Agency under the proposed Cooperation Agreement.
- B. The facts supporting determinations that:
 - 1. The proposed public infrastructure improvements are of benefit to the Culver City Redevelopment Project, and the immediate neighborhood in which the Project Area is located;
 - 2. No other reasonable means of financing the proposed public infrastructure improvements are available to the community;
 - 3. The proposed public infrastructure improvements will assist in the elimination of one or more blighting conditions inside the Project Area; and,
 - 4. The proposed public infrastructure improvements are consistent with the Implementation Plan for the Project Area adopted pursuant to Section 33490 of the California Redevelopment Law.
- C. The redevelopment purpose for which additional Agency funds are being used to pay for the proposed public infrastructure improvements.

II. The Cost of the Cooperation Agreement to the Agency

The estimated costs (and tax increment funds) to be paid by the Agency for the proposed public infrastructure improvements in the proposed Cooperation Agreement are listed on the following page:

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Proposed Public Infrastructure Improvement	Estimated Cost to Agency
New Public Safety Facility	\$60,000,000
Improvements to Veterans Memorial Complex	\$60,000,000
TOTAL	\$120,000,000

III The Facts Supporting A Determination That The Proposed Public Infrastructure Improvements Are Of Benefit To The Project Area

New Public Safety Headquarters and Training Facilities:

Expansion, relocation and merging of the headquarters facilities for the Culver City Police and Fire Departments will streamline efficiencies within the two departments and provide better, more comprehensive and timely service delivery to the project area. Both facilities are located within Component Area No. 3 of the Project Area. The Police Headquarters serves all of the Project area and the rest of Culver City and Fire Station No. 1, serves an area largely comprised of Component Area No. 3 of the Project Area. The current Police Station is inefficiently organized due to the odd parcel shape it sits on. Fire Station No. 1 inhibits the full economic use of a prime parcel of real estate in Culver City's downtown. At its present location, emergency vehicles responding to calls must enter the street system at a particularly congested downtown intersection. A relocated facility will remove this traffic hazard and expedite response time.

Consolidation of Fire Department training facility with the Fire Station will improve efficiencies within the department.

The location of this facility is yet to be determined.

Improvements to Veterans Memorial Complex

Veterans Memorial Complex is located within Component Area No. 3 of the Project area and is the only facility of its kind, locally. As such, it provides unique services, meeting and event space available to Project area residents. The primary building was constructed in the 1940s and is in need of rehabilitation as many components have reached the end of their functional or economic life.

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Without this vital facility, Project area residents would have to leave the City to find a comparable venue. Other facilities within the complex are in various states of disrepair and suffer from deferred maintenance

IV The Facts Supporting A Determination That No Other Reasonable Means of Financing The Proposed Public Infrastructure Improvements Are Available To The Community

The City of Culver City General Fund

The City has already adopted mid-year budget amendments to reduce current year revenues by more than two million dollars and the City's Chief Financial Officer projects an approximately eight million dollar shortfall in revenues for the Fiscal Year 2010-2011 budget. Moreover, without new revenues or significantly reduced expenditures, projected shortfalls in upcoming years will erode away the City's Reserve Fund until it has been depleted by 2015. New and existing capital projects are severely impacted by this economic reality. Responsible budgeting by the City will be reduced to maintenance of effort only and will require a reduction in some services. New programs and infrastructure projects will not be economically feasible in the near future.

As stated in the City Council staff reports on February 9, 2009 and March 30, 2009, the City of Culver City has a structural deficit which one-time, quick fixes cannot address over the long term. Limited financial resources have caused needed capital projects to be deferred.

Moreover, Propositions 13 and 218 make raising revenue through higher taxes a difficult challenge as voter approval would be necessary

An alternative to raising taxes and fees would be issuing bonds. The cost of many of the proposed public infrastructure improvements is at such a level that issuing bonds is a more realistic manner to fund the improvements. But just as with raising taxes, voter approval of the bond issuance would be necessary since the bond payments become a legal obligation and could result in the need to raise taxes.

Due to the circumstances described above, the City does not currently have the resources to fund the proposed public infrastructure improvements.

The Culver City Redevelopment Agency Tax Increment Revenue

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The absence of any significant new revenues to address the multitude of shortfalls the City expects to face in confronting a structural deficit leaves the tax increment revenue stream which flows to the Redevelopment Agency as the only reasonable means of financing the proposed public infrastructure improvements. The tax increment revenue is derived from the increase in assessed value of property within the Project Area. This source of revenue is generally more stable than many of the City's sources (e.g. sales tax, business tax, and development related taxes and fees) which can fluctuate with much more volatility. As well, the utilization of tax increment to achieve these projects represents a redistribution of existing property taxes and requires no new or additional taxes or increase in existing taxes.

Also, unlike the City, the Redevelopment Agency can issue bonds without requiring voter approval. This is possible because the Agency can dedicate its future stream of tax increment revenues towards making the bond payments. As stated above, tax increment revenue is revenue derived from existing tax payments. Redevelopment Agencies cannot impose new taxes on property owners within the Redevelopment Project Area.

V The Facts Supporting A Determination That Construction Of The Proposed Public Infrastructure Improvements Will Assist In Eliminating One Or More Blighting Conditions

In addition to the facts stated in Section III of this report, the proposed public infrastructure improvements will: provide needed services and facilities to the Project Area residents and businesses where they are now lacking; spur new private economic investment within the Project Area; reduce physical deterioration of many proposed public facilities; and shift to a more sustainable way of life.

New Public Safety Headquarters Facility:

Crime is a blighting condition which can be reduced with better police facilities. As well, reducing response time to the Project Area and improving investigative efficiency for police can reduce blight and enhance public safety.

Emergency response services are integral to the City and Project area, supporting the health, safety and welfare of the general public. Providing these services at adequate levels is critical to maintaining the health, safety and welfare of the downtown neighborhoods, as well as protecting sound maintenance of downtown properties. Increased densities in downtown, and

ATTACHMENT 2

traffic circulation challenges, create a need for improving and maintaining adequate emergency response service levels and response times through the re-positioning of fire-rescue facilities.

Improvements to Veterans Memorial Complex

Safety improvements and modernization of the Veterans Memorial Complex will eliminate blight by replacing and upgrading aging facilities. The improvements will ensure that the complex will continue to provide a vital resource for decades to come. Investing in the rehabilitation and adaptive re-use of an existing facility is more economic than building new, and is less land intensive.

VI The Facts Supporting A Determination That The Proposed Public Infrastructure Improvements Are Consistent With The Implementation Plan For The Project Area

New Public Safety Headquarters Facilities:

The proposed relocation of Fire Station No. 1 is consistent with achieving Goal No. 1.0, Objective No. 1.4.1: *“Utilize Agency authority to acquire and assemble appropriate downtown development sites for disposition and redevelopment.”*

The proposed New Public Safety Headquarters Facilities is consistent with achieving Goal No. 3.0, Objective No. 3.1.12: *“Rehabilitate or replace outdated public facilities to improve public safety and enhance the quality of life.”*

Improvements to Veterans Memorial Complex

The Improvements to Veterans Memorial Complex is consistent with:

addressing Blighting Condition No. 2.3: *“Community open space, recreational and public facility space is substandard in Component Area No. 2.; and*

with achieving Goal No. 3.0, Objective No. 3.1.12: “Rehabilitate or replace outdated public facilities to improve public safety and enhance the quality of life.”

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VII The Redevelopment Purpose For Which Agency Funding Is Being Used

Collectively, the Agency funding proposed for the proposed public infrastructure improvements provide needed infrastructure to attract private investment and thereby assists in the elimination of blighting influences. The proposed improvements will: improve economic use of nearby properties; improve access for persons with disabilities; improve recreational opportunities for Project Area residents; and, improve public safety by providing modern, spacious and efficient facilities for the Police and Fire Departments to operate in. In their entirety, the proposed expenditure of Agency funds for the proposed public infrastructure projects signals to the private market that the Culver City Redevelopment Agency is investing in its community. This gives Culver City a competitive advantage over more moribund districts where similar public investment is lacking.

Furthermore, the proposed public infrastructure improvements protect and promote the sound development and redevelopment of blighted areas and the general welfare of the inhabitants of the community in which they exist by remedying such injurious conditions through the employment of all appropriate means.

Furthermore, the continuation of blighting elements restricts employment opportunities, and the resulting lack of employment opportunity creates despair and frustration which may create destabilizing forces within the community and be at odds with the mission of the Redevelopment Agency.

IMPORTANT: PLEASE NOTE MEETING DATE CHANGE

NOTICE OF JOINT PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF CULVER CITY AND THE CULVER CITY REDEVELOPMENT AGENCY REGARDING PAYMENTS BY THE AGENCY TOWARD FUNDING SPECIFIED PUBLIC INFRASTRUCTURE IMPROVEMENTS OF BENEFIT TO THE CULVER CITY REDEVELOPMENT PROJECT AND THE PROPOSED COOPERATION AGREEMENT PERTAINING THERETO.

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NOTICE IS HEREBY GIVEN that the City Council of the City of Culver City, California (the "City Council") and the Culver City Redevelopment Agency (the "Agency") will hold a joint public hearing on February 22, 2011 at the hour of 7:00 p.m. or as soon thereafter as the matter can be heard, in the Mike Balkman Council Chambers, City Hall, located at 9770 Culver Boulevard, Culver City, California, (an accessible location) pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

The purpose of the joint public hearing is to consider the proposed use of tax increment from the Culver City Redevelopment Project ("Project") for the construction of specified public infrastructure improvements, pursuant to a proposed Cooperation Agreement.

The following documents are available for public inspection and copying during regular office hours (7:30 a.m. - 5:30 p.m., Monday through Friday, City Hall is closed alternate Fridays, (including February 11), at the offices of the City Clerk (1st Floor) of the City of Culver City and the Culver City Redevelopment Agency (3rd Floor), 9770 Culver Boulevard, Culver City, California 90232:

1. A copy of the proposed Cooperation Agreement.
2. A Summary Pertaining to the Payments by the Agency for the Specified Public Infrastructure Improvements (the "Summary") which describes and specifies the following:
 - a. The costs to be incurred by the Agency in connection with the Cooperation Agreement;
 - b. The facts supporting the following determinations to be made by the Agency and City Council:
 - i. The payment of funds for the cost of the specified public infrastructure improvements is of benefit to the Project area and the immediate neighborhood in which the Project area is located;
 - ii. No other reasonable means of financing the specified public infrastructure improvements are available to the community;
 - iii. The payment of funds for the specified public infrastructure improvements will assist in the elimination of one or more blighting conditions inside the Project area; and
 - iv. The payment of funds for the public infrastructure improvements is consistent with the Implementation Plan for the Project area adopted pursuant to Section 33490 of the California Community Redevelopment Law.
 - c. The redevelopment purposes for which Agency funds are being used.

At any time before the date and time set forth above for

y: 0594 Vacant
son:

Feb 7, 2011, 9:57 am

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Los Angeles Times

Ad # 34095711

the joint public hearing by the City Council and Agency, any written comments on or objections to the subject item may be submitted to the City Clerk. All persons wishing to question, comment, object to, or be heard on such matters at the joint public hearing will be given an opportunity to appear and be so heard. If you challenge the approval of the proposed Cooperation Agreement, or any of the matters related thereto as referred to in this Notice, you may be limited to raising only those issues addressed at the joint public hearing described in this Notice or in written correspondence delivered to the City Clerk at, or prior to, the joint public hearing.

Publication Dates: February 8 and 15, 2011

Martin Cole
City Clerk
City of Culver City

Alice Prasad,
Secretary
Culver City Redevelopment Agency

ATTACHMENT 4

RESOLUTION NO. 2011-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING A COOPERATION AGREEMENT FOR FUNDING OF PROPOSED PUBLIC INFRASTRUCTURE IMPROVEMENTS RELATING TO PUBLIC SAFETY HEADQUARTERS AND VETERANS MEMORIAL BUILDING AND MAKING CERTAIN DETERMINATIONS AND FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445.

WHEREAS, the City Council of the City of Culver City (the "City Council") adopted Redevelopment Plans for the Culver City Redevelopment Projects (collectively, the "Project Areas"), which results in the allocation of taxes from the Project Areas to the Redevelopment Agency for the City of Culver City (the "Agency") for purposes of redevelopment; and

WHEREAS, the intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Areas; and to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Redevelopment Project Areas; and to take all other necessary actions to implement the Redevelopment Plans for the respective Project Areas and to expend tax increment to accomplish these goals and objectives; and

WHEREAS, the Agency has adopted its Five-Year Implementation Plans for the Project Areas, as amended from time to time (the "Implementation Plans") with established goals to support affordable housing, economic development, community

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1 revitalization, commercial revitalization, and institutional revitalization. To implement the
2 programs and activities associated with each goal, the Agency has made redevelopment
3 fund commitments and budget allocations based on estimated available tax increment
4 revenue and debt financing structures; and

5 WHEREAS, the Agency and the City of Culver City (the "City") wish to
6 cooperate with one another to bring about the redevelopment of the Project Areas and
7 accomplish various tasks set forth in the Redevelopment Plans and the Implementation
8 Plans; and

9
10 WHEREAS, pursuant to Section 33220 of the California Community
11 Redevelopment Law (Health and Safety Code Section 33000 et seq.) (the "CRL") certain
12 public bodies, including the City may aid and cooperate in the planning, undertaking,
13 construction, or operation of redevelopment projects; and

14
15 WHEREAS, pursuant to Section 33679 of the CRL, the Agency may commit
16 tax increment revenues to pay all or a portion of the costs relating to land acquisition for,
17 installation of, and construction of any publicly owned building, other than parking facilities,
18 subject to a public hearing by the City Council; and

19
20 WHEREAS, the Agency and the City have prepared a Cooperation
21 Agreement (the "Agreement") to provide for implementation of certain projects relating to a
22 public safety headquarters and improvements to Veterans Memorial Building, as set forth
23 in the schedule attached thereto as Exhibit 1 (the "Projects"), and to make payments by the
24 Agency to the City in accordance with the schedule attached thereto as Exhibit 2 and as
25 otherwise necessary to reimburse the City for the cost to the City of performing its
26 obligations thereunder in accordance with the schedule as set forth in said Exhibit 1,
27 subject to all of the terms and conditions of the Agreement; and
28

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WHEREAS, the programs and activities associated with the Projects include, but are not limited to, acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation.

WHEREAS, the obligations of the Agency under the Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plans for the Project Areas; and

WHEREAS, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Areas and the City as a whole for the Projects to be developed and constructed; and

WHEREAS, pursuant to Sections 33445 and 33679 of the CRL, the Agency's Board and City Council held a joint public hearing on February 22, 2011 on the proposed Agreement; having duly published notice of such public hearing, and made copies of the Agreement and the Summary Pertaining to the Funding of Specified Public Infrastructure Improvements (the "Summary") available for public inspection and comment; and

WHEREAS, pursuant to the CRL, the City Council has considered the information regarding: (1) the benefit of the Projects that are publicly owned and are located inside or contiguous to the respective project area, including the information contained in Section III of the Summary; (2) the availability to the community of other reasonable means of financing said Projects and the programs and activities associated therewith, including the information contained in Section IV of the Summary; (3) the Projects will assist in the elimination of one or more blighting conditions, including the information contained in Section V of the Summary Report; and (4) the payment of funds for said Projects and the program and activities associated therewith is consistent with the

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1 respective Implementation Plan adopted pursuant to Section 33490 of the CRL, including
2 the information contained in Section VI of the Summary; and

3 WHEREAS, the City Council has reviewed and duly considered the staff
4 report, Summary, documents and other written evidence presented at the hearing (the
5 "Documentary Evidence") and all terms and conditions of the proposed Agreement, and
6 believes the payments by the Agency to the City in accordance with the Agreement are in
7 the best interests of the City and the health, safety, morals and welfare of its residents, and
8 in accord with the public purposes and provisions of applicable state and local law and
9 requirements; and

10
11 WHEREAS, the Agreement shall require the City to comply with Public
12 Resources Code sections 21000 et seq. ("CEQA") before undertaking each Project and,
13 pursuant to CEQA Guideline Section 15378(b)(4), approval of the Agreement is not a
14 project subject to the California Environmental Quality Act ("CEQA"), because the
15 Agreement consists of the creation of a governmental funding mechanism for various
16 public improvements, but does not commit funds to any specific public improvement, in that
17 environmental review required by CEQA shall be completed prior to the commencement of
18 any public improvement listed in the Agreement; and

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

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

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

ATTACHMENT 4

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

3 3. Based upon the testimony and Documentary Evidence presented at
4 the public hearing, the City Council hereby finds and determines, with respect to the
5 Projects that are publicly owned and are located inside or contiguous to the respective
6 project area, that:

7 (a) Said Projects and the programs and activities associated
8 therewith are of benefit to the Project Area by helping to eliminate blight within the Project
9 Area; and
10

11 (b) No other reasonable means of financing said Projects and the
12 programs and activities associated therewith are available to the community; and

13 (c) The payment of funds by the Agency for the costs related to
14 said Projects and the programs and activities associated therewith is consistent with the
15 respective Implementation Plan adopted pursuant to Section 33490 of the CRL.
16

17 4. The Agreement in substantially the form presented to the City Council
18 is hereby approved, a copy of which is on file with the Secretary of the Agency.

19 5. The City Manager, or designee, is hereby authorized to execute the
20 Agreement on behalf of the City, together with such non-substantive changes and
21 amendments as may be approved by the City Manager and City Attorney.
22

23 6. The City Manager, or designee, is hereby authorized, on behalf of the
24 City, to sign all documents necessary and appropriate to carry out and implement the
25 Agreement, including without limitation, any security instruments to be recorded against
26 Agency assets to secure the Agency's obligations under the Agreement, and to administer
27 the City's obligations, responsibilities and duties to be performed under the Agreement.
28

ATTACHMENT 4

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

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

CHRISTOPHER ARMENTA, MAYOR
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk

A11-00073

CAROL A. SCHWAB, City Attorney

ATTACHMENT 4

EXHIBIT NO. 1

LIST OF PROJECTS

ITEM	DESCRIPTION	AMOUNT ¹	COMPLETION DATE ²
1	Improvements to Veterans Memorial Complex	\$60,000,000	2013-14
2	New Public Safety Headquarters and Training Facility	\$60,000,000	2016-17
	TOTAL	\$120,000,000	

¹Does not include interest cost

² Completion dates may be subject to extension by the mutual written agreement of City and Redevelopment Agency.

ATTACHMENT 4

EXHIBIT NO. 2

SCHEDULE OF AGENCY PAYMENTS

YEAR	PAYMENT
2010-11	12,000,000
2011-12	15,000,000
2012-13	18,000,000
2013-14	18,000,000
2014-15	20,000,000
2015-16	20,000,000
2016-17	17,000,000

ATTACHMENT 5

RESOLUTION NO. 2011-A

A RESOLUTION OF THE CULVER CITY REDEVELOPMENT AGENCY APPROVING A COOPERATION AGREEMENT FOR FUNDING OF PROPOSED PUBLIC INFRASTRUCTURE IMPROVEMENTS RELATING TO PUBLIC SAFETY HEADQUARTERS AND VETERANS MEMORIAL BUILDING AND MAKING CERTAIN DETERMINATIONS AND FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445.

WHEREAS, the City Council of the City of Culver City (the "City Council") adopted Redevelopment Plans for the Culver City Redevelopment Projects (collectively, the "Project Areas"), which results in the allocation of taxes from the Project Areas to the Redevelopment Agency for the City of Culver City (the "Agency") for purposes of redevelopment; and

WHEREAS, the intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Areas; and to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Redevelopment Project Areas; and to take all other necessary actions to implement the Redevelopment Plans for the respective Project Areas and to expend tax increment to accomplish these goals and objectives; and

WHEREAS, the Agency has adopted its Five-Year Implementation Plans for the Project Areas, as amended from time to time (the "Implementation Plans") with established goals to support affordable housing, economic development, community

ATTACHMENT 5

1 revitalization, commercial revitalization, and institutional revitalization. To implement the
2 programs and activities associated with each goal, the Agency has made redevelopment
3 fund commitments and budget allocations based on estimated available tax increment
4 revenue and debt financing structures; and

5 WHEREAS, the Agency and the City of Culver City (the "City") wish to
6 cooperate with one another to bring about the redevelopment of the Project Areas and
7 accomplish various tasks set forth in the Redevelopment Plans and the Implementation
8 Plans; and

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

15 WHEREAS, pursuant to Section 33679 of the CRL, the Agency may commit
16 tax increment revenues to pay all or a portion of the costs relating to land acquisition for,
17 installation of, and construction of any publicly owned building, other than parking facilities,
18 subject to a public hearing by the City Council; and

19 WHEREAS, the Agency and the City have prepared a Cooperation
20 Agreement (the "Agreement") to provide for implementation of certain projects relating to a
21 public safety headquarters and improvements to Veterans Memorial Building as set forth in
22 the schedule attached thereto as Exhibit 1 (the "Projects"), and to make payments by the
23 Agency to the City in accordance with the schedule attached thereto as Exhibit 2 and as
24 otherwise necessary to reimburse the City for the cost to the City of performing its
25 obligations thereunder in accordance with the schedule as set forth in said Exhibit 1,
26 subject to all of the terms and conditions of the Agreement; and

ATTACHMENT 5

WHEREAS, the programs and activities associated with the Projects include, but are not limited to, acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation.

WHEREAS, the obligations of the Agency under the Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plans for the Project Areas; and

WHEREAS, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Areas and the City as a whole for the Projects to be developed and constructed; and

WHEREAS, pursuant to Sections 33445 and 33679 of the CRL, the Agency's Board and City Council held a joint public hearing on February 22, 2011 on the proposed Agreement; having duly published notice of such public hearing, and made copies of the Agreement and the Summary Pertaining to the Funding of Specified Public Infrastructure Improvements (the "Summary") available for public inspection and comment; and

WHEREAS, pursuant to the CRL, the Agency has considered the information regarding: (1) the benefit of the Projects that are publicly owned and are located inside or contiguous to the respective project area, including the information contained in Section III of the Summary; (2) the availability to the community of other reasonable means of financing said Projects and the programs and activities associated therewith, including the information contained in Section IV of the Summary; (3) the Projects will assist in the elimination of one or more blighting conditions, including the information contained in Section V of the Summary Report; and (4) the payment of funds for said Projects and the program and activities associated therewith is consistent with the respective

ATTACHMENT 5

1 Implementation Plan adopted pursuant to Section 33490 of the CRL, including the
2 information contained in Section VI of the Summary; and

3 WHEREAS, the Agency has reviewed and duly considered the staff report,
4 Summary, documents and other written evidence presented at the hearing (the
5 "Documentary Evidence") and all terms and conditions of the proposed Agreement, and
6 believes the payments by the Agency to the City in accordance with the Agreement are in
7 the best interests of the City and the health, safety, morals and welfare of its residents, and
8 in accord with the public purposes and provisions of applicable state and local law and
9 requirements; and
10

11 WHEREAS, the Agreement shall require the City to comply with Public
12 Resources Code sections 21000 et seq. ("CEQA") before undertaking each Project and,
13 pursuant to CEQA Guideline Section 15378(b)(4), approval of the Agreement is not a
14 project subject to the California Environmental Quality Act ("CEQA"), because the
15 Agreement consists of the creation of a governmental funding mechanism for various public
16 improvements, but does not commit funds to any specific public improvement, in that
17 environmental review required by CEQA shall be completed prior to the commencement of
18 any public improvement listed in the Agreement; and
19

20 WHEREAS, all other legal prerequisites to the adoption of this Resolution
21 have occurred.
22

23 NOW, THEREFORE, the Culver City Redevelopment Agency Board DOES
24 HEREBY RESOLVE, as follows:

25 1. The Redevelopment Agency Board has received and heard all oral and
26 written objections to the Agreement, and to other matters pertaining to this transaction, and
27 all such oral and written objections are hereby overruled.
28

ATTACHMENT 5

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

3 3. Based upon the testimony and Documentary Evidence presented at
4 the public hearing, the Redevelopment Agency Board hereby finds and determines, with
5 respect to the Projects that are publicly owned and are located inside or contiguous to the
6 respective project area, that:

7 (a) Said Projects and the programs and activities associated
8 therewith are of benefit to the Project Area by helping to eliminate blight within the Project
9 Area; and
10

11 (b) No other reasonable means of financing said Projects and the
12 programs and activities associated therewith are available to the community; and

13 (c) The payment of funds by the Agency for the costs related to
14 said Projects and the programs and activities associated therewith is consistent with the
15 respective Implementation Plan adopted pursuant to Section 33490 of the CRL.
16

17 4. The Agreement in substantially the form presented to the
18 Redevelopment Agency Board is hereby approved, a copy of which is on file with the
19 Secretary of the Agency.

20 5. The Agency Executive Director, or designee, is hereby authorized to
21 execute the Agreement on behalf of the Agency, together with such non-substantive
22 changes and amendments as may be approved by the Agency Executive Director and
23 Agency General Counsel.
24

25 6. The Agency Executive Director, or designee, is hereby authorized, on
26 behalf of the Agency, to sign all documents necessary and appropriate to carry out and
27 implement the Agreement, including without limitation, any security instruments to be
28

ATTACHMENT 5

recorded against Agency assets to secure the Agency's obligations under the Agreement,
and to administer the Agency's obligations, responsibilities and duties to be performed
under the Agreement.

7. 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

A11-00072

ATTACHMENT 5

EXHIBIT NO. 1

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ATTACHMENT 5

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