

MARIPOSA COUNTY RESOLUTION NO. 89-581

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MARIPOSA AUTHORIZING
THE EXECUTION OF A COOPERATION AGREEMENT
BETWEEN THE COUNTY AND
THE REDEVELOPMENT AGENCY OF THE COUNTY OF MARIPOSA

WHEREAS, the Board of Supervisors of the County of Mariposa, acting pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), has activated the Redevelopment Agency of the County of Mariposa (the "Agency") and has declared itself to constitute the Agency by Ordinance No. 755, adopted on September 26, 1989; and

WHEREAS, pursuant to the Community Redevelopment Law, the Redevelopment Agency of Mariposa (the "Agency") is performing a public function of the Mariposa County Water Agency (the "County") and may have access to services and facilities of the County; and

WHEREAS, the County and the Agency desire to enter into an agreement in order to:

(1) Set forth activities, services and facilities which the County will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and

(2) Provide that the Agency will reimburse the County for actions undertaken and costs and expenses incurred by it, for and on behalf of the Agency;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA DOES HEREBY RESOLVE AS FOLLOWS:


Section 1. The "Cooperation Agreement" between the Mariposa County Water Agency and the Redevelopment Agency of the County of Mariposa, in the form attached to this resolution and incorporated herein by reference, is hereby approved, and the Chairman and Clerk of the Board are hereby directed and authorized to execute said Cooperation Agreement on behalf of the County.

Section 2. The Board of Supervisors hereby appropriates, and directs and authorizes the County Auditor to establish a budget encumbrance for the County's obligations under the Cooperation Agreement in the amount of \$ -0-.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 21st day of November, 1989, by the following vote:


AYES: BAGGETT, PUNTE, ERICKSON, RADANOVICH, TABER

NOES: NONE
ABSENT: NONE
ABSTAINED: NONE



GERTRUDE R. TABER, Chairman
Board of Supervisors

ATTEST:



MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFFREY G. GREEN
County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of the 5th day of Dec., 1989, by and between the COUNTY OF MARIPOSA, (hereinafter referred to as the "COUNTY") the MARIPOSA COUNTY WATER AGENCY and the REDEVELOPMENT AGENCY OF THE COUNTY OF MARIPOSA (hereinafter referred to as the "AGENCY").

Recitals

A. The Board of Supervisors of the County of Mariposa, acting pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), has activated the AGENCY and has declared itself to constitute the AGENCY, by Ordinance No. 755, adopted on September 26, 1989.

B. Pursuant to the Community Redevelopment Law, the AGENCY is performing a public function of the COUNTY and may have access to services and facilities of the COUNTY.

C. The COUNTY and the AGENCY desire to enter into this AGREEMENT:

(1) To Set forth activities, services and facilities which the COUNTY will render for and make available to the AGENCY in furtherance of the activities and functions of the AGENCY under the Community Redevelopment Law; and

(2) To provide that the AGENCY will reimburse the COUNTY for actions undertaken and costs and expenses incurred by it for and on behalf of the AGENCY.

Agreements

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

2. The COUNTY may, but is not required to, advance necessary funds to the AGENCY or to expend funds on behalf of the AGENCY for the preparation and implementation of a redevelopment plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for the adoption of a redevelopment plan, the costs of acquisition of property within

the project area, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants as required by law.

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

4. The AGENCY agrees to reimburse the COUNTY for all costs incurred for services by the COUNTY pursuant to this AGREEMENT from and to the extent that funds are available to the AGENCY for such purpose pursuant to Section 33670 of the Health and Safety Code or from other sources; provided, however, that the AGENCY shall have the sole and exclusive right to pledge any such source of funds to the repayment of other indebtedness incurred by the AGENCY in carrying out the redevelopment project. The cost of the COUNTY under this AGREEMENT will be shown on statements submitted to the AGENCY pursuant to Section 3 above. Although the PARTIES recognize that payment may not occur for a few years and that repayment may also occur over a period of time, it is the express intent of the PARTIES that the COUNTY shall be entitled to repayment of the expenses incurred by the COUNTY under this AGREEMENT, consistent with the AGENCY'S financial ability, in order to make the COUNTY whole as soon as practically possible.

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

6. The obligations of the AGENCY under this AGREEMENT shall constitute an indebtedness of the AGENCY within the meaning of Section 33670 et seq. of the Community Redevelopment Law, to be repaid to the COUNTY by the AGENCY with interest at ten percent (10%) per annum.

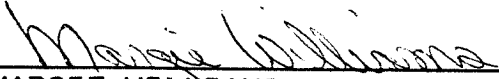
IN WITNESS WHEREOF, the PARTIES hereto have executed this

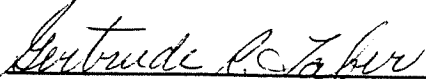
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AGREEMENT as of the date first above written.

ATTEST:

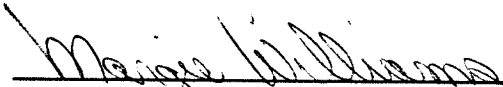
COUNTY OF MARIPOSA

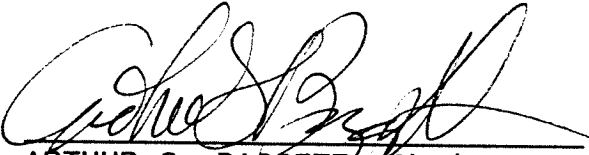

MARGIE WILLIAMS
Clerk of the Board


GERTRUDE R. TABER, Chairman
Board of Supervisors
County of Mariposa

ATTEST:


MARIPOSA COUNTY WATER AGENCY



MARGIE WILLIAMS
Clerk of the Board


ARTHUR G. BAGGETT, Chairman
Board of Directors
Mariposa County Water Agency

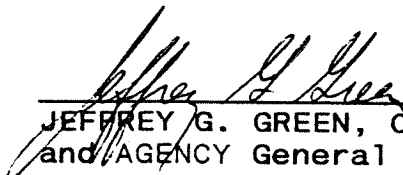
ATTEST:

REDEVELOPMENT AGENCY OF THE
COUNTY OF MARIPOSA


MARGIE WILLIAMS
Secretary


GERTRUDE R. TABER, Chairman
Board of Directors
Mariposa County Redevelopment
Agency

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


JEFFREY G. GREEN, County Counsel
and AGENCY General Counsel