

COOPERATION AGREEMENT
(Community Redevelopment Agency)

THIS AGREEMENT is entered into as of the 1st day of October, 1992, by and between the TOWN OF YUCCA VALLEY (herein the "Town") and the COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY (herein the "Agency").

Recitals

A. The Town Council of the Town of Yucca Valley, acting pursuant to the provisions of the California Community Redevelopment Law (Health & Safety Code, Sections 33000 and following), has activated the Agency and has declared itself to constitute the Agency, by Ordinance No. 22, adopted on September 3, 1992.

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

C. The Town and the Agency desire to enter into this Agreement:

(1) To set forth activities, services and facilities which the Town 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 Town for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

Agreement

1. The Town agrees to provide for the Agency such staff assistance, supplies, technical services and other

services and facilities of the Town as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of Town officers and employees and special consultants.

2. The Town 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 one or more redevelopment plans, including, but not limited to, the costs of acquisition of property within a 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 Town 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 Town can be ascertained. The Town shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the Town in rendering activities and services of the Town to the Agency pursuant to this Agreement. This Agreement may include a proration of the Town's administrative and salary expense attributable to services of Town officials, employees and departments rendered for the Agency.

4. The Agency agrees to reimburse the Town for all costs incurred for services by the Town 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 & Safety Code or from other sources; provided, however, that the Agency shall have the sole and exclusive right to pledge any such sources of funds to the repayment of other indebtedness incurred by the Agency in carrying out the project. The costs of the Town 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 Town shall be entitled to repayment of the expenses incurred under this Agreement, consistent with the Agency's financial ability, in order to make the Town whole as soon as particularly possible.

5. The Town agrees to include the Agency within the terms of the Town's insurance policy. The Agency shall pay to the Town the increased costs of insurance resulting from the Agency's inclusion in the Town's policy.

6. The obligations of the Agency under this Agreement shall constitute a indebtedness of the Agency within the meaning of Section 33670 and following of the Community Redevelopment Law, to be repaid to the Town by the Agency with the rate of interest that would have been paid by the

Town on its funds under the Local Agency Investment Fund (LAIF).

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

TOWN OF YUCCA VALLEY

ATTEST:

Sue Tsuda
Town Clerk

By: Ronnie Pedersen
Mayor

"TOWN"

COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY

ATTEST:

Sue Tsuda
Secretary

By: Sue Tsuda
Chairperson

"AGENCY"

PJS/ser/9/25/92
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