

**AGREEMENT FOR COOPERATION BETWEEN  
THE CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY  
AND THE SOLANO COUNTY COMMUNITY COLLEGE DISTRICT  
(CITY OF WINTERS COMMUNITY DEVELOPMENT PROJECT)**

1. PARTIES AND DATE

1.1 This Agreement is entered into this 1st day of December, 1992, between the CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), and the SOLANO COUNTY COMMUNITY COLLEGE DISTRICT, a public body ("District").

2. RECITALS

2.1 Agency is presently undertaking a program under the California Community Redevelopment Law (Health & Safety Code Sections 33000, et seq.) for the redevelopment, replanning and redesign of certain blighted areas within the City of Winters with stagnant, improperly utilized and unproductive land ("Project Area") known as the City of Winters Community Development Project ("Project"), and requiring redevelopment in the interest of the health, safety and general welfare of the people of the City of Winters.

2.2 District is an affected taxing entity which provides educational services and operates and maintains public community college facilities which are of benefit to Agency's Project Area. The intent of this Agreement is to fund facilities in the Vacaville area to the benefit of the District and the residents of the City of Winters.

2.3 The California Community Redevelopment Law authorizes redevelopment agencies to: (1) pay to any taxing agency with territory located within a project area other than the community which has adopted the project, any amounts of money which in the Agency's determination are appropriate to alleviate any financial burden or detriment caused to any taxing agency by a redevelopment project, and (2) expend monies to cure blight, including building and improving public community and continuing education facilities.

2.4 Agency and District have previously submitted to each other their data and findings regarding the Project's possible future financial impacts and Agency has determined that the Project could cause financial burden or detriment as defined by Section 33032 (all references are to the Health and Safety Code unless otherwise indicated) to District.

2.5 Agency and District wish to enter into an agreement between themselves to provide mutual aid and assistance in the redevelopment of the Project Area, and to provide for the payment of money to District for the installation, construction,

reconstruction, rehabilitation, provision of equipment and apparatus, and maintenance of public community college facilities in order to facilitate redevelopment within the City of Winters and to further provide for the cooperation of Agency and District in carrying out redevelopment activities and otherwise alleviate financial burden or detriment caused to District by the Project.

2.6 Agency and District recognize the need to provide adequate public community college facilities to serve the Project and have determined that such facilities are of benefit to the Project and the area in which the Project is located.

2.7 Agency has found and determined that it would be appropriate to alleviate financial burden or detriment caused to District by the Project by paying to District money to be used for the installation, construction, reconstruction, rehabilitation, provision of equipment and apparatus, and maintenance of public community college facilities which are of benefit to the Project and by otherwise assisting in the financing of District's facilities which may be required by Agency's Project.

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

### 3. FINANCIAL TERMS

#### 3.1 Payments to District.

Agency agrees to pay to District each fiscal year, commencing in fiscal year 1993-94 and continuing until Agency's right to receive property tax revenues is terminated or expires, an amount equal to the following percentages of the "Tax Increment Revenues," as that term is hereinafter defined, which are allocated and paid to the Agency for the applicable fiscal year from the Project Area pursuant to subdivision (b) of Section 33670.

(1) 100% of an amount equal to the District's share (projected to be 3.59% for fiscal year 1992-93) of the "Inflation Factor Revenue" generated by increases in the assessed value of the taxable property in the Project Area, as the assessed value is established by the 1991-92 assessment roll, which are, or otherwise would be, calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code.

(2) 40% of an amount equal to the District's share (projected to be 3.59% for fiscal year 1992-93 of "Net Tax Increment Revenues" (Total Tax Increment Revenues less Inflation Factor Revenue).

As used in this Agreement, the term "Tax Increment Revenues" shall only include ad valorem property taxes allocated and paid to the Agency pursuant to Article XVI, Section 16 of the California Constitution and Sections 33670, et seq., of the California Community Redevelopment Law, attributable to: (1) the base (1%) tax

rate, levied for District upon taxable property located within that portion of the District which is included in the Project Area; (2) identifiable California State legislative supplements to or substitutes for such ad valorem property taxes; and (3) future increases in the base (1%) tax rate, if and when permitted by law, from which Agency derives a share of taxes. Tax Increment Revenues include the gross amounts allocated and paid to Agency, without reduction for any amounts which Agency is required to set aside and use for housing for persons and families of low and moderate income under Sections 33334.2, 33334.6 and 33487 of the California Community Redevelopment Law.

### 3.2 Administration through District Fund.

On or before the date for payment of the first monies to District under Section 3.1 of this Agreement, District shall establish an account in the District's Capital Projects Fund to be called the Winters Redevelopment Account ("District Fund"). Revenues and expenditures in this account will be segregated from all other accounts in the Capital Projects Fund. Within forty-five (45) days after Agency receives its final installment of Tax Increment Revenues from the County Auditor-Controller for each fiscal year, Agency shall pay to District for deposit in the District Fund the amount determined pursuant to Section 3.1 of this Agreement. Any interest earned on the monies prior to such payment to District shall be the property of Agency. Concurrently with such payment, Agency shall provide District with a financial report showing the amount of Tax Increment Revenues allocated and paid to Agency for the preceding fiscal year and how the amount paid to District for that fiscal year was determined.

The District Fund shall be administered by the responsible financial officers of District. The monies in the District Fund shall be invested, and interest allocated to the District fund, as customary for funds of District. All interest accrued on monies in the District Fund shall be added to the District Fund and used for the same purposes as the principal.

District shall provide to Agency within sixty (60) days after the end of each fiscal year, a description of the expenditures made, and the projects for which they were made, by District from monies in the District Fund during the preceding fiscal year.

### 3.3 Use of Funds.

Monies paid to District under the terms and conditions of this Agreement shall be used solely for the purpose of funding capital facilities projects ("Capital Projects"), including land, improvements, and related costs including, but not limited to, legal assistance and facilities planning which benefit the Project. District initially pledges to use the monies to fund Capital Projects at the proposed Vacaville Education Center at I-505 and Midway Road ("Education Center"), which Capital Projects will benefit the residents of the City of Winters.

(1) Based on the District's revised master plan, the Education Center will include 120,000 square feet of educational facilities with an enrollment capacity of 6,000 students on a 60-acre site.

(2) The Education Center is now proposed for completion (i.e., opening of facilities) in two phases. Phase 1, with a capacity of 2,400 students, is scheduled for completion in September 1996. Phase 2, with a capacity of 3,600 students, is projected for completion after September 2000, and no later than September 2010, depending on enrollment growth.

Should completion of the Education Center be canceled or substantially postponed, District pledges to use the monies to fund other Capital Projects required to achieve, to the maximum degree possible, a level of service (i) comparable to what would have been provided at the Education Center, (ii) in a location comparable to the Education Center in proximity to Winters, and (iii) within the same approximate time frame, subject to master planning and fiscal feasibility considerations as determined by the District.

District shall also explore the possibility of offering non-credit classes or other educational services within the City of Winters itself, subject to similar master planning and fiscal feasibility considerations.

#### 3.4 Cooperation in Financing.

Agency and District agree to reasonably cooperate with each other to formulate and implement financing devices as appropriate to further the effective use of the monies to be made available under this Agreement for the purposes contemplated, including the possible use of cooperative bond issues, joint powers authorities, and similar measures, but with ultimate discretion as to the use of such devices to rest with each entity. To the extent that District is reasonably unable to fund certificates of participation in the market place in reliance on the payments to District hereunder to finance public community college and continuing education facilities, Agency shall, in good faith and if reasonably possible, cooperate with District and as a part of any subsequent sale of bonds by Agency include such facilities of District, to be financed with payments to District hereunder, in a cooperative bond issue.

#### 3.5 Subordination.

The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders (other than if the City of Winters or a public entity in which it is a party is the holder of the indebtedness) of any existing or future bonds, notes or other evidence of indebtedness (all referred to herein as "indebtedness") incurred by the Agency or issued to finance the Project, including without limitation any pledge of tax increment revenues from the Project Area to pay any portion of the principal and/or interest (and otherwise comply with the obligations and

covenants) of any bond or bonds issued or sold by Agency with respect to the Project. Agency shall in good faith diligently attempt to market such bond or bonds or incur such indebtedness in a manner such that sufficient tax increment revenues remain available to pay Agency's obligations under this Agreement, after the priority pledge of tax increment revenues to the holders of the indebtedness. When Agency is contemplating the sale of bonds, Agency will provide District with a copy of its preliminary official statement which is the basis for its bond issue, as soon as the preliminary official statement is available to Agency, together with an explanation of how Agency intends to meet its obligations under this Agreement. Nothing contained herein shall be construed to grant any right of consent, or require any approval by, the District prior to or concurrently with the issuance of any Agency bonds, notes or other evidence of indebtedness.

In the event Agency is unable to meet its obligation to make payments to the District under this Agreement, such payments due to District shall be considered an indebtedness of Agency to District and shall accrue and be due and owing until such obligation is fulfilled by Agency. In such event, any payments due but not made by the Agency shall accrue interest until payment is made computed quarterly at the pooled money investment rate of the State of California Local Agency Investment Fund (LAIF) or a comparable successor investment. Until such accrued amounts are paid, with interest as applicable, such indebtedness to District shall be paid from the first available tax increment revenues not used by Agency for such priority indebtedness, and not used by Agency to administer the Project in a manner comparable to its then recent experience, pro rata to District and any other taxing agencies with whom Agency is obligated under a similar agreement with respect to the Project.

### 3.6 Limitation on Payments.

(1) Agency shall only be required to calculate the amounts set forth in Section 3.1 of this Agreement on the basis of tax increment, and pay such amounts from tax increment, which is actually collected, allocated to and received by Agency for the applicable fiscal year.

(2) During any year in which Agency is required to make any payment to the Educational Revenue Augmentation Fund (the "Fund") or any similar fund pursuant to the provisions of SB 844, enacted in the regular session of the California Legislature on September 1, 1992, or any amendments thereto or any similar future legislation, the parties shall meet and negotiate in an attempt to carry out the intent of the parties under this Agreement and amend the Agreement if necessary to provide for District facilities of benefit to the Project without unduly burdening either the Agency or the District.

### 3.7 Indebtedness.

The obligations of Agency under this Agreement shall constitute an indebtedness of Agency for the purposes of carrying out the Project, which indebtedness shall be payable only out of taxes levied by or for the benefit of taxing agencies in the Project Area, and allocated to Agency pursuant to Section 33670, et seq., of the California Community Redevelopment Law.

### 3.8 Rescission of Section 33676 Resolution.

On or before execution of this Agreement by Agency, District shall rescind any resolution adopted by District pursuant to subdivisions (a)(2) of Section 33676 of the California Community Redevelopment Law, as an election to receive any portion of the tax revenues which would otherwise be allocated to Agency pursuant to subdivision (b) of Section 33670 of the California Community Redevelopment Law. District shall concurrently give notice of such rescission to the City Council of the City of Winters, Agency and the official for the County of Yolo responsible for levying and collecting taxes. In any event, this Agreement shall render any such election, prior or future, by District, or any right to receive tax revenues under subdivision (a)(2) of Section 33676, null and void.

### 3.9 Financial Burden or Detriment.

District hereby acknowledges and agrees that, taking into account this Agreement among other things, the Project will not cause significant financial burden or detriment on District.

## 4. GENERAL TERMS AND CONDITIONS

### 4.1 Legal Changes and/or Limitations.

Agency shall not be responsible for making payments under this Agreement to the extent that any future constitutional, legislative or judicial amendment, act, ruling or decision renders the payments, or any portion thereof, required by this Agreement illegal or beyond the legal authority of Agency. Should future changes in state law cause receipt of monies hereunder by District to reduce its funding by the State, a mechanism (e.g., joint powers authority) will be implemented by District to the continued benefit of the District and residents of the City of Winters. Should future changes in state law impose upon Agency a requirement to allocate specific tax increment revenues to District to payments under Section 33401(b) of Health and Safety Code, District agrees to renegotiate the terms of this Agreement so as to preserve as much of the original intent of the Agreement as possible, without unduly burdening either the Agency or the District.

#### 4.2 Settlement.

By this Agreement, the parties intend to resolve any and all differences with respect to the Project, and District agrees to forbear suit or other action challenging the validity of the Project, the Project Area or the Environmental Impact Report in relation to the Project, or any related matters.

District and Agency represent and warrant that in agreeing to the terms of this Agreement they have read the Agreement, have had the Agreement explained to them by District's and Agency's counsel, are aware of the content and legal effect of this Agreement, are acting on the advice of District's and Agency's counsel and are not relying on any representation made by District, Agency or City or any of the employees, agency, representatives or attorneys of District, Agency or City, or any of them, except as expressly set forth in this Agreement.

#### 4.3 Legal Fees.

In the event either party to this Agreement is required to institute litigation to enforce its legal rights arising out of this Agreement, the prevailing party in such action shall be entitled, in addition to its other relief, to recover reasonable attorneys' fees and court costs therefor.

#### 4.4 Entire Agreement; Amendments.

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them. This Agreement shall not be modified except by written agreement of the parties.

#### 4.5 Notices.

Written notice required pursuant to this Agreement shall be given by mail or delivered personally to the chief executive officer at the principal place of business of each of the parties.

#### 4.6 Changes Required by Bond Counsel.

In the event that bond counsel for the Agency requires modifications to this Agreement in order to effect the issuance of bonds, notes, or other evidence of indebtedness, all parties hereto shall promptly execute such alterations, changes or amendments as may be reasonably required to allow for such issuance without impeding the obligations and rights of the parties hereunder.

#### 4.7 Severability.

Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nonetheless remain in full force and effect. The parties shall amend this Agreement as required in order to implement its provisions.

4.8 Effective Date.

The effective date of this Agreement shall be the date on which the Project is approved by the Agency.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth opposite their signatures.

Dated: November 18, 1992

SOLANO COUNTY COMMUNITY COLLEGE  
DISTRICT

By: Virginia Z. Halter  
Secretary, Governing Board

APPROVED:

BRINLEY & SCHOTT

By: Leonard D. Brinley

Dated: \_\_\_\_\_

CITY OF WINTERS REDEVELOPMENT AGENCY

By: William Gamel