

RESOLUTION NO. 4063

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A COOPERATION AGREEMENT
BETWEEN THE CITY OF SOLEDAD
AND THE REDEVELOPMENT AGENCY OF THE CITY OF SOLEDAD
FOR THE PURPOSE OF UNDERTAKING REDEVELOPMENT ACTIVITIES
WITHIN THE REDEVELOPMENT AREA AT A COST OF \$200,000
TO THE REDEVELOPMENT AGENCY
AND AUTHORIZE THE USE OF REDEVELOPMENT AGENCY RESERVE FUNDS IN
AN AMOUNT NOT TO EXCEED \$200,000**

WHEREAS, pursuant to Health and Safety Code Sections 33220(A), the City may aid and cooperate with the Agency in the planning, undertaking or operation of redevelopment projects and activities within the Soledad Redevelopment Agency Project Area ("Project Area") or outside of the Project Area if said projects/activities serve to further redevelopment goals and will be of ultimate benefit to the Project Area; and

WHEREAS, the Agency has approved a "Cooperation Agreement" attached as Exhibit "A" and incorporated herein between the Agency and City, the purpose of said Agreement being to allow the City and the Agency to work together on the Public Works Sewer Infrastructure Replacement Project (CDBG Grant No. 04-STBG-1930) via a transfer of funds from Agency to the City in the amount of \$200,000; and

WHEREAS, City desires to approve the afore-referenced Cooperation Agreement between the Agency and City whereby the Agency will provide funds to the City for use for the Public Works Sewer Infrastructure Replacement Project (CDBG Grant No. 04-STBG-1930); and

WHEREAS, it is proposed that the \$200,000 amount will be allocated from the Redevelopment Agency Fund Reserves and Budgeted in Fiscal Year 2007-2008 Budget.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad as follows:

Section 1: The City Council hereby approves the Cooperation Agreement between the Agency and the City, attached hereto as Exhibit "A," whereby the Agency has agreed to provide City with \$200,000 to assist City in funding the Public Works Sewer Infrastructure Replacement Project (CDBG Grant No. 04-STBG-1930). The City Manager is hereby authorized and directed to execute the same on behalf of the City.

Section 2: The City Council hereby authorizes the use of Redevelopment Agency Reserve Funds in an amount not to exceed \$200,000.


PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 1st day of August 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: Patricia Stephens


RICHARD V. ORTIZ, Mayor

ATTEST:



NOELIA F. CHAPA, City Clerk

EXHIBIT "A"

COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF SOLEDAD AND THE REDEVELOPMENT AGENCY OF THE CITY OF SOLEDAD

THIS COOPERATION AGREEMENT (the "Agreement") dated as of August 1, 2007 is entered into by and between the City of Soledad, a public body corporate and politic, (the "City") and the Redevelopment Agency of the City of Soledad (the "Agency"). The City and the Agency agree as follows:

A. The City, by Ordinance Number 426, adopted the Soledad Redevelopment Plan (the "Plan") for the Soledad Redevelopment Project Area ("Project Area"). The Plan authorizes the City of Soledad Redevelopment Agency to expend Agency funds to undertake programs and activities within the Plan Area for the purpose of making changes and improvements in publicly-owned public utilities within the project area.

B. Section 33220(a) of the Health and Safety Code provides that, for the purpose of aiding and cooperating in the Redevelopment Plan, the City, upon the terms and with or without consideration as it determines, may aid and assist the Agency with redevelopment projects by entering into an appropriate agreement with the Agency.

C. On August 1, 2007, the City Council and the Agency took action at their respective meetings to approve execution of a Cooperation Agreement between the Agency and the City whereby the Agency agreed to provide \$200,000 to the City to assist the City in the construction of the Public Works Sewer Infrastructure Replacement Project (CDBG Grant No. 04-STBG-1930). This Agreement specifically contemplates the City's use of the assistance in completing the Public Works Sewer Infrastructure Replacement Project (CDBG Grant No. 04-STBG-1930).

D. The purpose of this Agreement is to provide for applicable terms and conditions by which the Agency will provide the \$200,000 to the City for use in the Public Works Sewer Infrastructure Replacement Project (CDBG Grant No. 04-STBG-1930), all in a manner consistent with the provisions of the Redevelopment Plan.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Cooperation Agreement. City and Agency will cooperate in the performance of the construction of the Public Works Sewer Infrastructure Replacement Project within the Project Area.

Section 2. Grant of Funds. In order to facilitate the construction of the Public Works Sewer Infrastructure Replacement Project within the Project Area, the Agency shall pay directly to the City and/or reimburse the City, in an amount no to exceed \$200,000, for the construction of the Public Works Sewer Infrastructure Replacement Project. Any funds not disbursed by City at the end of the term of this Agreement shall revert back to Agency's sole control.

Section 3. Use and Payment of Funds. Agency shall allocate Grant Funds on a monthly basis, or such other basis as the parties find mutually agreeable, to pay the costs for the Public Works Sewer Infrastructure Replacement Project (CDBG Grant No. 04-STBG-1930).

Section 4. Obligation to Refrain from Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the Agency's provision of services and/or assistance and the Agency and its officers, employees, agents, contractors, subcontractors shall not establish or permit any such practice or practices involving discrimination or segregation in violation of federal or state law.

Section 5. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Any action must be instituted in either the Superior Court of the County of Monterey, State of California, or in an appropriate court in that County.

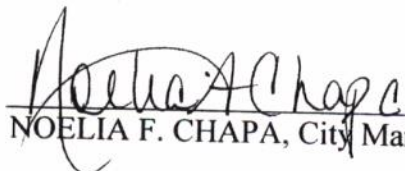
Section 6. Prevailing Wages. If required by California Labor Code Section 1770 et seq., not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in work associated with the use of the City Grant Funds. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform project work as a subcontractor.

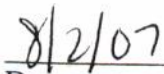
Section 7. Effective Date. This Agreement shall be effective upon approval by the Board of the Agency and the City Council of the City, and shall remain in effect until terminated by one of the parties hereto by thirty (30) days advance written notice of termination to the other party.

Section 4. No Joint Venture. By entering into this Agreement, the parties do not intend to create a joint venture among them. The purpose of this agreement is as indicated in the Recitals, to provide cooperation for the construction of the Public Works Sewer Infrastructure Replacement Project within the Project Area.

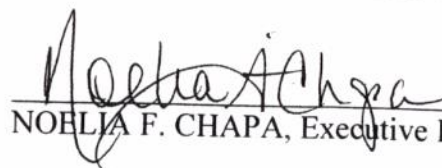
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

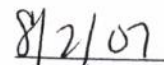
"CITY OF SOLEDAD"


NOELIA F. CHAPA, City Manager


Date

"REDEVELOPMENT AGENCY OF THE CITY OF SOLEDAD"


NOELIA F. CHAPA, Executive Director


Date