

COUNTY OF SAN DIEGO
COUNTY OVERSIGHT BOARD

Regular Meeting
Monday, April 23, 2012, 1 p.m.
Thursday, April 26, 2012, 9:30 a.m. (if needed)
Friday, April 27, 2012, 9:30 a.m. (if needed)
County Administration Center, Room 302
1600 Pacific Highway, San Diego, California 92101

- A. Call to Order
- B. Roll Call
- C. Welcome by Mikel Haas, Deputy Chief Administrative Officer, Community Services Group
- D. Administration of Oath to Board Members – Clerk of the Board
- E. Overview of Redevelopment and AB1X26
- F. Presentation of Oversight Board Charter, Role and Responsibilities
- G. Election of Officers – Chairperson, Vice Chairperson and Secretary
- H. Communications Received
- I. Public Communication Speakers: Members of the public may address the Oversight Board on subject matters within the Board’s jurisdiction, but not an item on this agenda. Each speaker is limited to two minutes.
- J. Designation of Department of Finance contact, Kaye Hobson, Community Services Group Finance Director
- K. Approval of Required Schedules (Attachments)
 - “First ROPS” for January 2012-June 2012
 - ROPS for July 2012-December 2012

Supporting documentation and attachments for items listed on this agenda can be viewed online at www.sdcounty.ca.gov or in the Office of the Clerk of the Board of Supervisors at the County Administration Center, 1600 Pacific Highway, Room 402, San Diego, CA 92101.

ASSISTANCE FOR THE DISABLED:

Agendas and records are available in alternative formats upon request. Contact the Clerk of the Board at (619) 531-5434 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (858) 505-6521. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

- L. Approval of repayment schedule for Airport Enterprise Fund Loan
- M. Approval of transfer of housing assets, responsibilities, and programs
- N. Approval of Administrative Budget
- O. Approval of distribution of unencumbered cash to Affected Taxing Entities
- P. Set Future Meeting Date(s)
- Q. Adjournment

Supporting documentation and attachments for items listed on this agenda can be viewed online at www.sdcounty.ca.gov or in the Office of the Clerk of the Board of Supervisors at the County Administration Center, 1600 Pacific Highway, Room 402, San Diego, CA 92101.

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COUNTY OVERSIGHT BOARD

4/23/12

AGENDA E

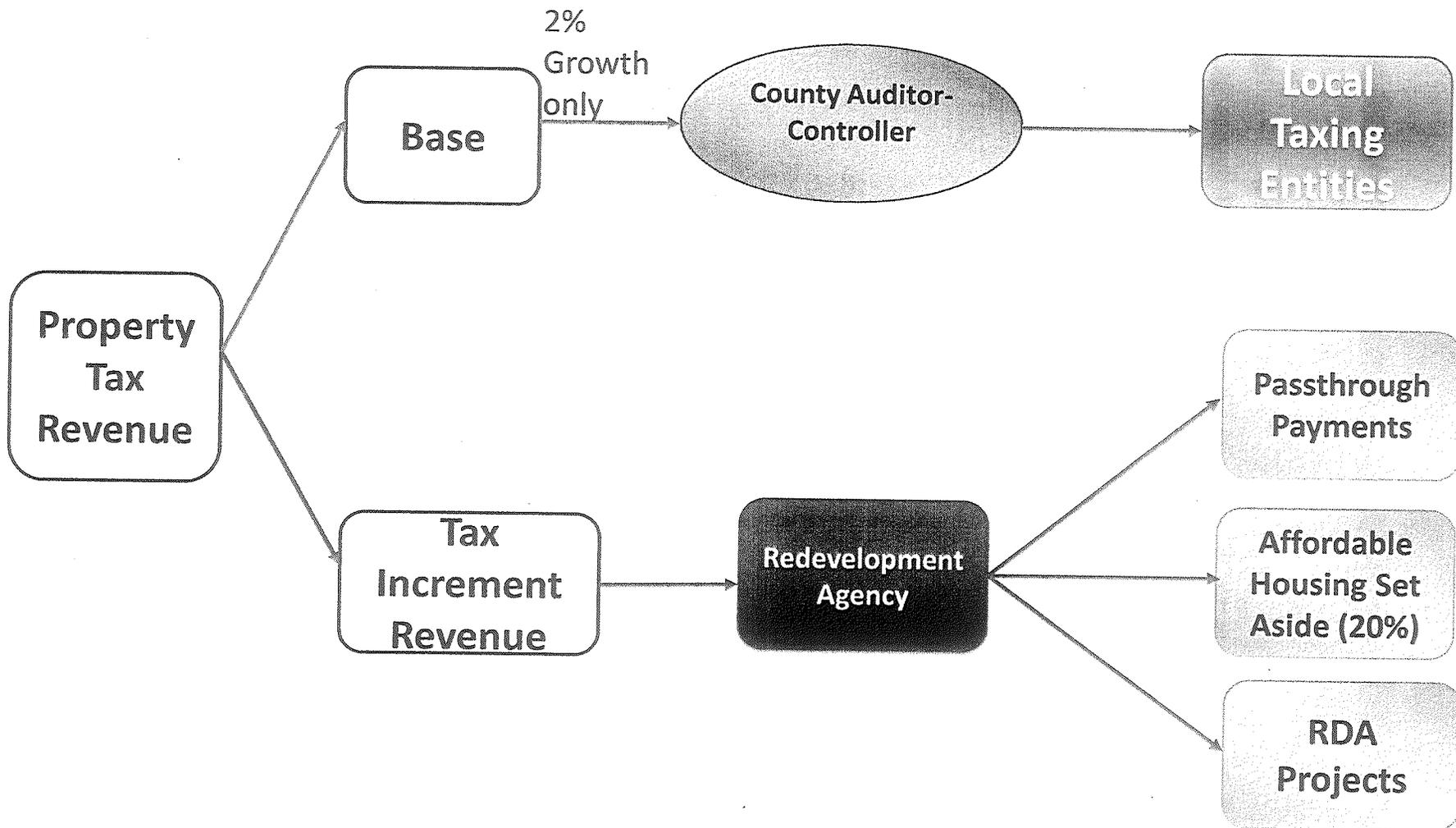
OVERVIEW OF REDEVELOPMENT AND AB1X 26

County Oversight Board
April 23, 2012
Dissolution of California
Redevelopment Agencies
Agenda E

What Was Redevelopment?

- Process first created in 1945 to assist city and county government in eliminating blight from designated areas by capturing property tax revenue growth (tax increment) to spend on residential, commercial, industrial and infrastructure development.
- In 2008-2009, \$5.7B in tax increment

Redevelopment Revenue Flow



ABX1 26 & ABX1 27

- Part of Governor's 2011-12 Budget Plan
- June 28, 2011: Governor signed both bills
 - ABX1 26 (Dissolution Act) dissolved all RDAs effective 10/1/11
 - ABX1 27 (Continuation Act) allowed RDAs to continue if they paid \$1.7B first year and \$400M each year thereafter for schools (lessens the State's Prop 98 obligation)

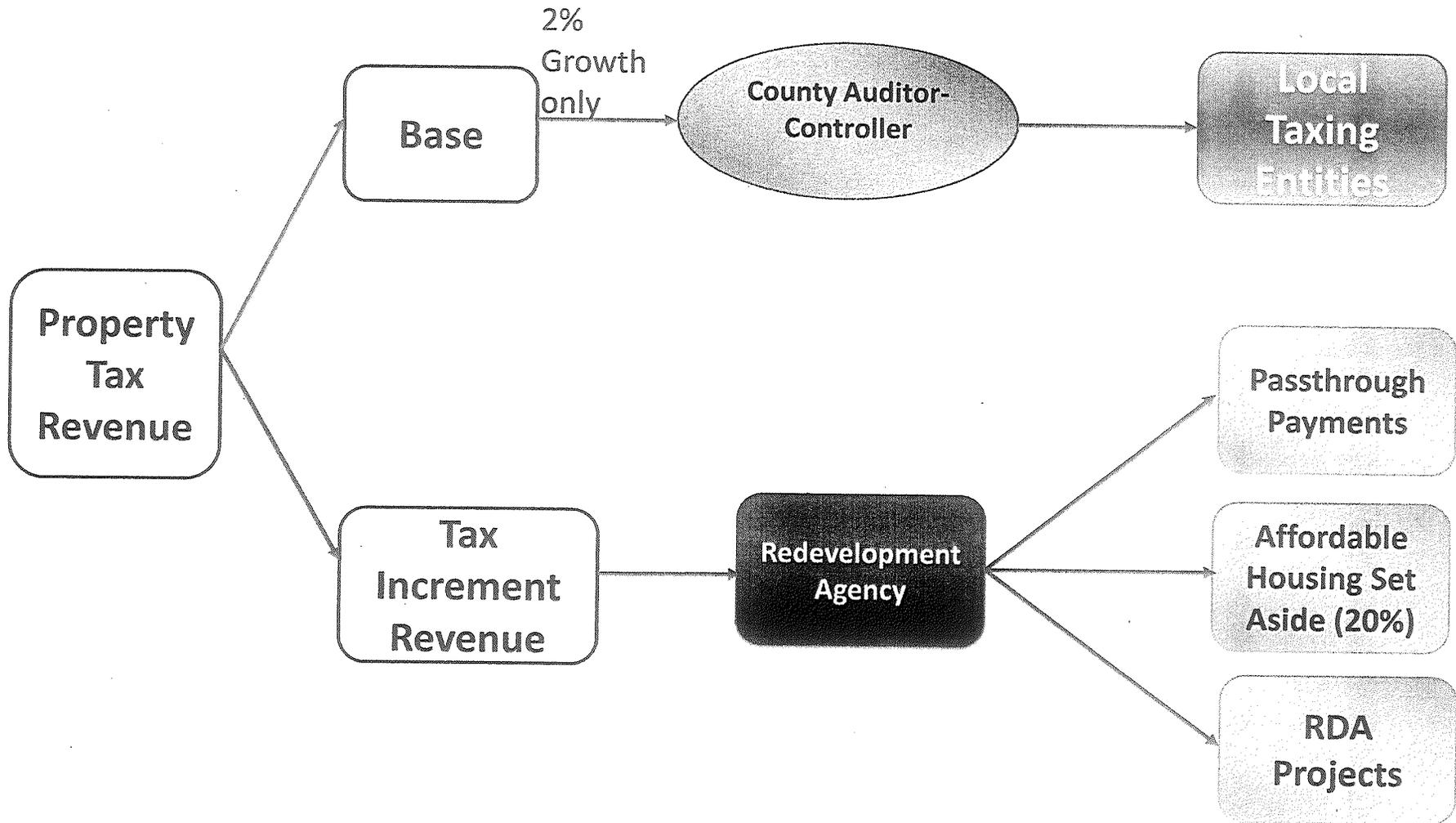
CRA Litigation

- CA Redevelopment Assn., League of CA Cities, Cities of Union & San Jose filed a lawsuit saying both bills were unconstitutional.
- In expedited review, California Supreme Court upheld ABX1 26 (Dissolution Law) & declared ABX1 27 (Continuation Law) unconstitutional on December 29, 2011
- New date of dissolution 2/1/12

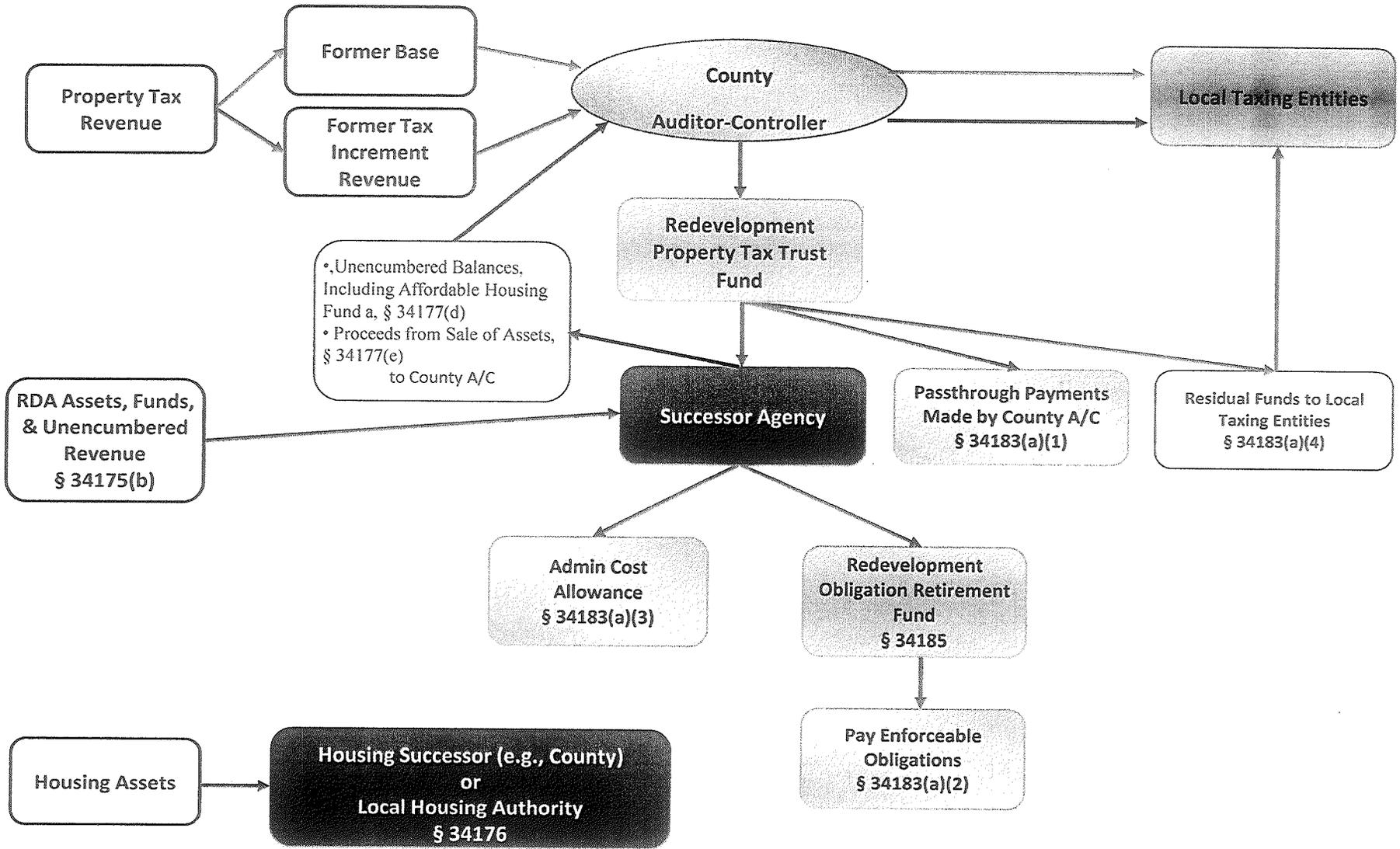
January 2012

- Busy Month
 - RDAs who had assumed they were continuing were now faced with dissolution in 1 month
 - Statewide Auditor and Controllers expected few RDAs to dissolve now had to implement ABX1 26 for all 400 RDAs (17 RDAs in San Diego County)

Redevelopment Revenue Flow



After ABX1 26



3 Major Roles

- Successor Agency
- Oversight Board
- Auditor and Controller

Successor Agency

- City or County that created the RDA
- Responsible for making payments for “enforceable obligations” and carrying out the administration of those obligations
- Winding down the affairs of the former RDA

Oversight Board

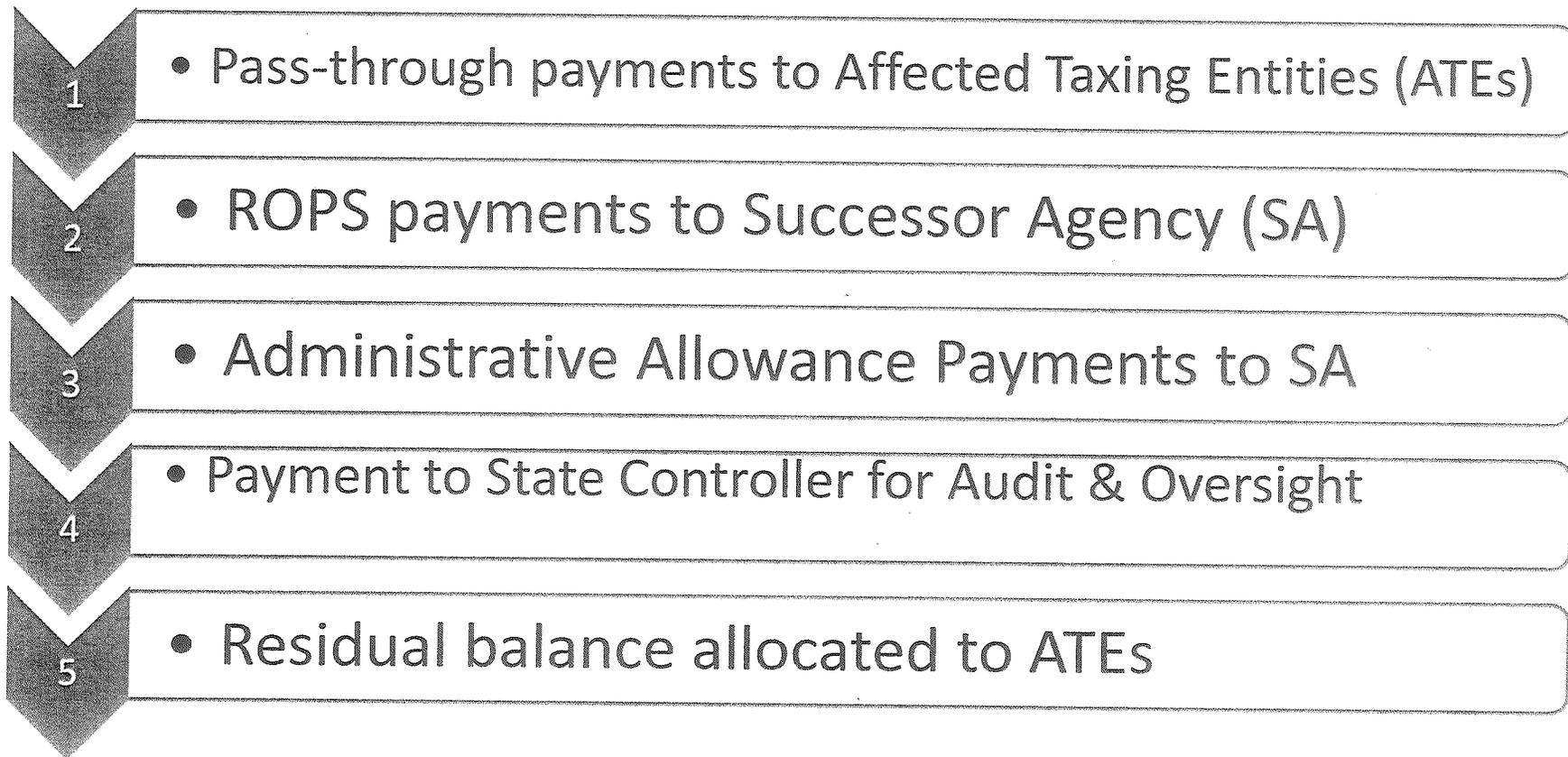
- 1 oversight board for each successor agency
- 17 boards in San Diego County
- Each oversight board has 7 members (at least 2 members of each board are appointed by the Board of Supervisors)
- Oversees and approves the activities of the Successor Agency
- Independent fiduciary duty
- Actions subject to review by Department of Finance and State Controller's Office

Auditor and Controller

- Agreed Upon Procedures (AUPs)
 - Review & verify the schedules of redevelopment agency obligations
- Administer revenue previously designated as Property Tax Increment
- Implementation Challenges
 - 100+ pass through agreements, statutory pass through payments, compressed schedule, illogical sequence of due date

Priority of RPTTF Payments

A&C Administrative Costs



Redevelopment Agency of the County of San Diego

- County RDA was established in 1974
- County RDA established 2 project areas
 - Gillespie Field
 - Upper San Diego River Improvement Project (USDRIP)
- County as Successor Agency (1/24/2012)
- Successor Agency Oversight Board (4/3/12)

Winding-Down Redevelopment

- Establishment of **Enforceable Obligations:**
Initial Draft Recognized Obligation Payment Schedule (IDROPS)
- Review of pre-dissolutions asset transfers
- AUP Review
 - Determine amount and terms of EOs
 - Reported to DOF, SCO, and A&C
- DOF and SCO review

Winding-Down Redevelopment

- Oversight Board Selected & Meets Quickly
 - Approves admin budget & payment schedules
 - Reports to State by 5/1
 - May direct distribution of unencumbered cash
- Ongoing activity-semi-annual
 - ROPS due to A&C by December 1 and May 1 if Successor Agency requires funding to meet EOs.
- July 1, 2016-Single Oversight Board for entire County

Summary

- ABX1 26 has been, and will continue to be, an implementation challenge from every perspective (Auditor and Controller, Successor Agency, Oversight Board)
- Litigation?
- Further Legislation?

COUNTY OVERSIGHT BOARD

4/23/12

AGENDA H

COMMUNICATIONS RECEIVED

Hobson, Kaye

From: Catherine Rodman [crodman@affordablehousingadvocates.org]
Sent: Tuesday, April 17, 2012 5:32 PM
To: redevelopment_administration@dof.ca.gov; john@sco.ca.gov
Cc: FGG, PropTax; FGG, AUDITOR; David Ott; Brad Raulston; Debbie Fountain; Douglas Williford; Gilbert Rojas; Graham Mitchell; Gregory Wade; Kathy Brann; Keith Till; Laura Rocha; Lydia Romero; Maria Kachadoorian; Penny Riley; Rachel Hurst; Sarah Mayen; William Chopyk; John Meyer; Hobson, Kaye; chuck.mcbride@carlsbadca.gov; sbullock@ci.la-mesa.ca.us
Subject: Fw: Consideration of ROPS by Oversight Board
Attachments: CRA v Matosantos AHA Amicus Brief.pdf; Oversight Board Ltr.pdf
Importance: High

TO: Ana Matosantos, Director, Department of Finance and John Chiang, State Controller:

The attached letter and Brief, and the following e-mails were sent to the staff for the Successor Agencies in San Diego County, or their designees, for distribution to their Oversight Boards. A copy of the Brief is also available on the CA Supreme Court's website, at <http://www.courts.ca.gov/15713.htm>, document number 20, in *California Redevelopment Assn. v. Matosantos*.

On behalf of the poor residents of the County, we are deeply concerned about the inadequacy of the process for submitting, reviewing and certifying the draft initial ROPS. Successor Agencies (SAs) have failed to identify the enforceable affordable housing obligations of their predecessors. Oversight Boards (OBs) will only be reviewing the ROPS prepared by their SA. Yet the County Auditor and Controller must administer the Redevelopment Property Tax Trust Fund (the monies formerly allocated under Community Redevelopment Law to redevelopment agencies) for the beneficiaries of all enforceable obligations. Health and Safety Code Section 34182(c)(2).

Enforceable obligations include obligations imposed by state law and any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. Section 34171(d)(1)(C) and (E). The statutes cited in the referenced Brief, which gave rise to long-term affordable housing obligations, i.e. replacement, inclusionary, targeting and land development, created implied contracts which cannot be impaired. CA Constitution Art 1, Sec. 9. Nor can the county auditor and controller comply with the requirements of ABX1 26 without ensuring that all past, unmet affordable housing obligations are identified and will (1) either be satisfied by the project(s) included in the ROPS, or that the ROPs includes the 20% set-aside for the Low and Moderate Income Housing Fund until they are met.

While we are mindful of the April 15, 2012 deadline for approval of ROPS by OBs, most have yet to meet. And it is my understanding that no payments will be made in accordance with ROPS until on or after June 1. Therefore, we urge the DOF to amend Exhibit 9 on its website @ http://www.dof.ca.gov/assembly_bills_26-27/view.php and write to all SAs, OBs and county auditor-controllers to advise them of the requirement of SAs to identify all unmet affordable housing enforceable obligations and include the 20% minimum Housing set-aside in the ROPS until they are met, unless the projects identified in the ROPS will do so.

Sincerely,

Catherine A. Rodman, Esq.
Affordable Housing Advocates
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San Diego, CA 92105
(619) 233-8441, ext. 11
(619) 233-8474, direct line
Fax: (619) 233-4828
www.affordablehousingadvocates.org

----- Original Message -----

From: Catherine Rodman
To: chuck.mcbride@carlsbadca.gov ; sbullock@ci.la-mesa.ca.us ; Sara Mayen
Sent: Tuesday, April 17, 2012 3:55 PM
Subject: Fw: Consideration of ROPS by Oversight Board

I am forwarding the e-mail below and the attachments to you, since the original addressee for the Successor Agency is either out of the office or has been reassigned. If this e-mail should be sent to another, please advise and forward. Thank you.

----- Original Message -----

From: Catherine Rodman
To: David Ott ; Brad Raulston ; Debbie Fountain ; Douglas Williford ; Gilbert Rojas ; Graham Mitchell ; Gregory Wade ; Kathy Brann ; Keith Till ; Laura Rocha ; Lydia Romero ; Maria Kachadoorian ; Penny Riley ; Rachel Hurst ; Rolando Charvel ; William Chopyk ; John Meyer ; Kaye Hobson
Sent: Tuesday, April 17, 2012 2:11 PM
Subject: Consideration of ROPS by Oversight Board

Dear City Staff,

Please forward the attached letter and Brief to all members of your Oversight Board for their earliest possible consideration, or advise me of the City Staff person who is responsible for doing so, and forward this e-mail and the attachments to that person. Alternatively, please forward the name, mailing address and e-mail for each Oversight Board member so that I may write to them directly.

Thank you.

Catherine A. Rodman, Esq.
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San Diego, CA 92105
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Exhibit 9

Department of Finance – Housing Frequently Asked Questions

Q. Is the low and moderate income housing set-aside required or an enforceable obligation under AB X1 26?

A. The low-moderate income housing set-aside is not a continuing obligation. Thus payments that would have been made into the fund in the future had the redevelopment agency continued to exist should not appear on the Recognized Obligation Payment Schedule (ROPS). While redevelopment agencies may have deposited property tax into their Low and Moderate Income Housing Fund (Low-Mod Fund) prior to February 1, 2012, no new obligations should have been made against those funds after June 26, 2012. Funds which would have been deposited into the Low-Mod Fund to pay for enforceable housing obligations, such as payments for housing bond debt service, should be placed on the ROPS.

Q. Do the housing assets transferred to the sponsoring agency or local housing authority include funds or other monetary assets in the Low and Moderate Income Housing Fund?

A. Unencumbered funds in the Low and Moderate Income Housing Fund are specifically provided to the taxing agencies for distribution as property tax in Section 34176. Funds that are encumbered by enforceable obligations may be retained by the successor agency to satisfy those obligations. With approval of the oversight board, both obligations and funds to satisfy them may be transferred to the housing successor. The definition of what is an enforceable obligation for housing is the same as it is for all other obligations of the former redevelopment agency. For example, plans, resolutions, project designations, or other acts of the agency proposing to construct, buy, lease, or remodel housing, that were not specifically contracted for with an external party prior to June 29, 2011 are not enforceable obligations. No obligations should have been created against the low-moderate housing fund after June 26, 2011.

Q. For purposes of AB X1 26, what is a housing asset that can transfer to the housing successor?

A. Housing assets to be transferred to the housing successor agency must be approved by the oversight board and thus are also subject to review by Department of Finance. In our view, housing assets are:

1. Any real property, interest in, or restriction on the use of real property, whether improved or not, and any personal property provided in residences (such as furniture and appliances) that was acquired for housing purposes (either by purchase or through a loan) in whole or part with funds from the Low and Moderate Income Housing Fund (Low-Mod Fund). The share of the asset value that should be considered housing assets should be proportionate to the share of ownership of the asset that is held by the successor agency or if ownership shares are not defined by contract, in proportion to funding provided by the redevelopment agency in proportion to the total funding for the project.
2. Any funds that are encumbered by an enforceable obligation to build or acquire low and moderate income housing as low and moderate income housing are defined by the Community Redevelopment Law. For this purpose, an enforceable obligation is defined the same way it is for AB X1 26 generally.

9 t: d i d i x 7

3. A stream of repayments from a loan of Low-Mod Fund money, if the repayments are encumbered by enforceable obligations to provide low-mod housing or for enforceable obligations associated with low-mod housing. Otherwise they are surplus funds that should be provide to taxing agencies.
4. A stream of rents or other payments from housing tenants or operators of low-mod housing that are enforceably obligated to provide low-mod housing or for enforceable obligations associated with low-mod housing. Thus money not contractually pledged for maintenance, operation, rent subsidy, or other specific purposes associated with the low-mod housing is surplus and should be provided to the taxing agencies.

We expect that most low-mod housing acquired with redevelopment funds will have long-term or permanent affordability covenants on it and thus will have little or no market value. While we expect that most housing built or acquired with low-mod funds will have long-term restrictions on rents and sales that were required by providers of other financing involved in the projects, there may be instances where this is not the case. If the redevelopment agency had sole title to the housing and it was not built with any low-mod funds and thus is a market property, any rental revenue, or proceeds from sale, and the property itself are not housing assets that transfer to the housing successor.

We also expect that some projects involving housing are mixed use and could include governmental-use property, commercial property, market rate housing, and housing that meets the Community Redevelopment Law definition of low-mod housing. While we would expect that significant amounts low-mod funds were not used to acquire commercial property or governmental-use property per se, there could be situations where title to the various types of properties is in the name of the redevelopment agency but the value (either of sales of assets or revenue streams) should be apportioned between the low-mod fund and other funders, including the redevelopment agency general fund. Such assets may transfer to the housing successor only with approval of the oversight board. It may be preferable that these assets continue to be held and managed by the successor agency to the redevelopment agency.

AFFORDABLE HOUSING ADVOCATES

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A Qualified Legal Services Project

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FOUNDER

ALBERT E. WALKOE
(1925-2007)

April 16, 2012

Oversight Board, Chair and Members

**RE: Establishment of the Successor Agency's Recognized Obligations
Payment Schedule (ROPS)**

Dear Chair and Members of the Oversight Board:

AHA urges the Oversight Board to amend the Successor Agency's Recognized Obligations Payment Schedule (ROPS) to ensure that the Low and Moderate Income Housing Fund (minimum 20%) set-aside is included and continues to be allocated to the Successor Agency until all enforceable affordable housing obligations of the former RDA are fulfilled.

ABX1 26 requires successor agencies to pay bond debt and certain loans, including money borrowed from Housing Funds to make (S)ERAF payments. Unless pending or other legislation provides otherwise, all other Housing Fund cash and assets must be relinquished. And no future 20 percent set-asides will accrue.

This unconstitutionally impairs the implied contracts created by Sections 33334.4, 33334.16 and 33413 of the Health and Safety Code. Please see attached Amicus Brief. These Sections contain long-term replacement, inclusionary, targeting and land development obligations which, at the time of its dissolution, your RDA had yet to fulfill. The responsibility for doing so now belongs to the Successor Agency.

Unless particular projects which will fulfill all unmet affordable housing obligations are included in your Successor Agency's draft ROPS, the ROPS must be amended to include the minimum 20% set-aside as the means to satisfy them. If you have any questions, please contact your city attorney or special counsel.

Sincerely,

Catherine A.
Rodman
Catherine A. Rodman
Attorney at Law

Digitally signed by Catherine A. Rodman
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email=cradman@affordablehousingadvocate
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Date: 2012.04.17 17:14:13 -0700

Enclosure(s) AHA's Amicus Brief in *California Redevelopment Assn. v Matosantos*

cc: RSA Staff; Ana Matosantos, Director, State DOF; John Chiang, State Controller

No. S194861

IN THE SUPREME COURT OF
THE STATE OF CALIFORNIA

CALIFORNIA REDEVELOPMENT ASSOCIATION, LEAGUE
OF CALIFORNIA CITIES, CITY OF UNION CITY, CITY OF
SAN JOSE, AND JOHN F. SHIREY,
Petitioners,

v.

ANA MATOSANTOS, in her official capacity as Director of
Finance, JOHN CHANG, in his official capacity as the
Controller of the State of California, PATRICK O'CONNELL,
in his official capacity as the Auditor-Controller of the
County of Alameda and as representative of the class of
county auditors-controllers,
Respondents.

APPLICATION FOR LEAVE TO FILE
AMICUS CURIAE BRIEF
AND AMICUS CURIAE BRIEF
IN SUPPORT OF RESPONDENTS

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Attorney for Affordable Housing
Advocates, Amicus Curiae

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(1891) 88 Cal. 543. 10

County of San Luis Obispo v. Gage
(1903) 139 Cal. 398. 8, 9

Huntington Park Redevelopment Agency v. Martin
(1985) 38 Cal.3d 100. 3

Leach v. City of San Marcos
(1989) 213 Cal.App.3d 648. 4

Redevelopment Agency v. County of San Bernardino
(1978) 21 Cal.3d 255. 3

Stocks v City of Irvine
(1981) 114 Cal.App.3d 520. 14

Venice Town Council, Inc., v. City of Los Angeles
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APPLICATION FOR LEAVE TO FILE AMICUS CURIAE BRIEF

I, Catherine A. Rodman, declare as follows:

1. I am the Director of Affordable Housing Advocates (“AHA”), a 501(c)(3) nonprofit, public benefit corporation and a qualified legal services project. We provide free legal services to low income tenants in impact cases to enforce their right to decent and affordable housing.
2. Because redevelopment agencies’ Low and Moderate Income Housing Funds (“Housing Fund”) represent the largest source of revenue to address the affordable housing crisis, and further because State Community Redevelopment Law (“CRL”) requires the development of replacement and inclusionary housing, we specialize in monitoring and enforcing CRL’s affordable housing obligations.
3. I am familiar with the pleadings submitted by the parties in this case. No party to this litigation has addressed the impacts of failing to ensure full compliance with all historic, unmet affordable housing development obligations before allowing an agency to dissolve under ABX1 26. Because the Court must, if possible, construe ABX1 26 to be constitutional, the Court must be apprised of these obligations, and include compliance with them in its interpretation of ABX1 26. This brief will assist the Court with these issues.
4. No party or counsel to any party in this litigation has authored any part of this brief, or made or pledged to make any monetary contribution intended to fund its preparation or submission.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on this 29th day of September, 2011, in San Diego, California.

Catherine A.
Rodman

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DN: cn=Catherine A. Rodman, o=Affordable
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INTRODUCTION

In an effort to right our fiscal ship of state, the Legislature passed ABX1 26 and ABX1 27. The former, dissolves all state redevelopment agencies, and turns over to their successors all resources as well as the responsibility to pay all debts and fulfill all legal obligations.

While ABX1 26 and the legislation enacted to implement it mention “legal obligations”, those obligations are not detailed. Instead, attention was understandably paid to agencies’ financial obligations. However, agencies have legal obligations, regarding affordable housing, which must be fulfilled before they can dissolve. In order to be constitutional, ABX1 26 must be interpreted, and its enabling legislation amended, to require compliance with agencies’ historic, unmet:

1. Targeting requirements per Health and Safety Code Section 33334.4¹;
2. Replacement requirements pursuant to subdivision (a) of Section 33413;
3. Inclusionary requirements pursuant to subdivision (b) of Section 33413; and
4. Obligation to develop affordable housing on land purchased with Housing Funds, in accordance with Section 33334.16.

ARGUMENT

I.

REDEVELOPMENT AGENCIES ONLY HAVE THE POWERS GRANTED THEM BY STATE LAW.

Though they act on the local level, redevelopment agencies are creatures of the state. They were created and are governed by State

¹ All future references are to the Health and Safety Code, unless otherwise noted.

Community Redevelopment Law (Health and Saf. Code §§ 33000 *et seq.*), to eliminate blight. As this Court observed,

To accomplish this goal, these agencies utilize tax-increment financing, authorized by article XVI, section 16, of the Constitution. Under this scheme, the agency borrows funds and issues bonds to finance a project. The intent is that on completion of the project the property values in the area -- and hence property tax revenues -- will increase. These increased revenues are allocated between the agency and the taxing entity, the agency receiving only those revenues necessary to pay the costs of redevelopment, including repayment on the bonds. (*Huntington Park Redevelopment Agency v. Martin*, (1985) 38 Cal.3d 100, 104, citing *Redevelopment Agency v. County of San Bernardino*, (1978) 21 Cal.3d 255, 257, 266.)

In theory, agencies receive only those revenues attributable to their efforts to alleviate blight and needed to pay the associated costs. The impacts of the lost revenue on all other taxing entities: including counties, that provide basic medical care to the poor; cities, that maintain roads and sewers and provide police and fire protection; school districts, responsible for education; water districts, charged with meeting the most critical of all human needs, and others, were thought to be justified since without redevelopment the property tax revenues upon which they depend would continue to decline.

In practice, project areas may not be predominantly urbanized or blighted. Many were established as simply to keep property taxes in the hands of local government. One jurisdiction in San Diego County was unabashed about its reasons for declaring project areas "blighted".

Another brochure written by the City to explain the

redevelopment process contains the following statements:

"Redevelopment Project Areas allow cities such as San Marcos to financially solve their problems of street repair and improvement, flooding, drainage, revitalization, etc.

"This Occurs Because a Redevelopment Agency Can Keep New Property Tax Revenue in San Marcos Instead of Sending the Revenue Away From the Community...

"Redevelopment simply channels property tax increment to San Marcos programs instead of channeling revenue to programs of little interest to citizens of San Marcos.

"This accomplished without increasing your property taxes. It adheres to Proposition 13 principles of protecting your property tax rate and only utilizes property tax increment for improving the quality of life in San Marcos." (*Leach v. City of San Marcos*, (1989) 213 Cal.App.3d 648, 658-659.)

Agencies take all increases in tax increment, whether they had anything to do with generating them and even if they far exceed their minimum annual debt payments. While they like to paint a different picture of themselves, agencies use most of their revenues to support normal municipal functions, large corporate chains² and sport franchises³.

2

Petitioner California Redevelopment Association's website helps to connect big-box retail, hotel and entertainment developers, with its members statewide, providing industries with the annual budget of each agency as well as the name and link to key staff. See for e.g. <http://www.calredevelop.org/Retail-Development-Big-Box>

3

As is commonly known, numerous ballparks and stadiums have been funded by redevelopment tax increment financing in the past, including downtown San Diego's Petco Park, on land zoned for 4,500 housing units. Owner Jeff Moorad awaits the

Having given them life, the State Legislature may also end them. This Court's recognition of the State's power in education is an apt analogy.

[T]he local-district system of school administration, though recognized by the Constitution and deeply rooted in tradition, is not a constitutional mandate, but a legislative choice. . . (cites omitted) The Constitution has always vested "plenary" power over education not in the districts, but in the State, through its Legislature, which may create, dissolve, combine, modify, and regulate local districts at pleasure. (*Butt v. State of California*, (1992) 4 Cal. 4th 668, 688.)

The issue is not whether the State may put an end to redevelopment, but whether it has been mindful of all the prerequisites for doing so. It has not, and this Court must bridge that gap.

II.

REDEVELOPMENT AGENCIES HAVE YET TO FULFILL THEIR LONG TERM AFFORDABLE HOUSING OBLIGATIONS.

A fundamental purpose of redevelopment is to expand the community's supply of affordable housing. (Section 33071.) Although redevelopment started in the early 1950s, it was not until a quarter century later that the Legislature quantified minimum affordable housing requirements. It did so at the behest of advocates who represented those most victimized by redevelopment. To the extent that redevelopment occurred in blighted areas, the poor were displaced and their housing demolished to make way for better and higher uses. And so in 1976, the Legislature imposed minimum

outcome of this suit to see whether he can tap \$50 million in redevelopment funds to build a ballpark for his AAA Team in San Diego's North County community of Escondido.

requirements for the replacement and inclusion of affordable housing.

Since then, agencies must replace, 1 for 1, within 4 years, every unit last occupied by a low- or moderate-income person or family that is destroyed in the name of redevelopment. (Subdivision (a) of section 33413.) Since agencies tore down SROs (single room occupancy hotels) or apartments and replaced them with moderate income townhomes, the Legislature twice amended the law to require first that at least 75% and then all replacement units serve those at or below the income level of those displaced. (Subdivision (b) of section 33413.)

Agencies must also ensure that a minimum amount of housing, both new construction and rehabilitation, developed by the agency and others, is affordable to the very low, low and moderate income. (Subdivision (b) of section 33413.) At least 30 percent of all agency developed housing must be affordable to the low- and moderate-income, with at least 50 percent of that amount serving the very low income. (Paragraph (1) of subdivision (b) of Section 33413.) At least 15 percent of all housing developed by others is required to be affordable, with 40 percent of those units to serve the very low income. (Paragraph (2) of subdivision (b) of Section 33413.) These minimum requirements are applied independently to units developed before 1994. From 1994, on, AB 1290 based the minimum requirement on all new construction and "substantial rehabilitation", combining the two for purposes of calculating the requirement.

The inclusionary requirement does not apply on a project by project basis, but instead in the aggregate. At first agencies had the entire life of the redevelopment plan to meet their inclusionary requirements under subdivision (b). Since 1994, CRL requires they be met every ten (10) years.

The replacement and inclusionary requirements of CRL are wholly

independent. (Section 33413, subd. (b)(3).) And all such units must be affordable to and occupied by people or families with the targeted income levels, i.e. very low, low or moderate, for the longest feasible time, i.e. in perpetuity, but no less than, at first, the life of the redevelopment plan, and later at least 55 years for rentals and 45 for ownership units. (Subdivision (c) of Section 33413.) These requirements must be included in deed restrictions, which are recorded, annually monitored and enforced. (Sections 33413, subd. (c) and 33418.)

To ensure that agencies have the necessary resources to provide the requisite replacement and inclusionary housing, in 1977, the Legislature established the Low and Moderate Income Housing Fund. At least 20 percent of all taxes allocated to an agency from a project area for which a plan was adopted on or after January 1, 1977, must be set-aside for and spent on the development of affordable housing for low- and moderate-income persons and families. (Section 33334.2). This set-aside requirement was applied to merged project areas in 1981 (Section 33487), and to older project areas in 1986 (Section 33334.6). Throughout the 60 years of state redevelopment, this remains the only set-aside prescribed by the Legislature for the use of tax increment revenues.

To address the disconnect between residents' housing needs and agencies use of Housing Funds, the Legislature established two targeting requirements. First, the Funds must assist very low and low income households in proportion to their unmet need among income-eligible populations, i.e very low, low and moderate. (Section 33334.4, subd. (a).) Second, the Funds must assist seniors and families with children in proportion to their needs as reflected in the most recent Housing Element. (Section 33334.4, subd. (b).)

Lastly, one of the things the Housing Fund may be used for is the purchase of real property intended for the development of affordable housing. (Sections 33334.2, subd. (e)(1) and 33487, subd. (a).) The land need not be developed right away, allowing agencies to “land bank”. If it is not developed within five (5) years of purchase, the agency may extend their holding one time for up to another five (5) years. (Section 33334.16.) The most recent information available indicates that at the end of fiscal year 2009-10, 140 of the state’s 425 agencies reportedly held 698 pieces of property, totaling just under 1207 acres⁴, valued at \$541,476,654⁵.

Agencies’ Implementation Plans periodically quantify the historic, unmet targeting, replacement and inclusionary requirements. (Section 33490.) This data must be updated based on the agencies’ most recent annual monitoring, required by (Section 33418.)

A. The Statutes Which Give Rise to These Obligations Create Implied Contractual Rights Which Cannot Be Impaired.

For over a century, California courts have implied contractual obligations from the text and context of various statutes. (*California Teachers Association v. Cory*, (1984) 155 Cal.App.3d 494, 504-505⁶, citing *inter alia County of San Luis Obispo v. Gage* (1903) 139 Cal. 398.) Once an implied contract of the state is demonstrated it is of equal dignity with an express contract for purposes of the prohibitions against impairment. (*California*

⁴

State Department of Housing and Community Development’s (State HCD’s), 2009-10 Housing Activities of California Redevelopment Agencies, Exh. L, p.28.

⁵ State HCD Report, 2009-10, Exhibit C-2, p. 17.

⁶

This court has endorsed the holding in *California Teacher’s Association v. Cory*. (*White v. Davis*, (2003) 30 Cal.4th 528, 566.)

Teachers Association v. Cory, supra, 155 Cal.App.3d at 505, U.S. Const., art. I, §10 and Cal. Const., art. I, §9.)

[A] legislative intent to grant contractual rights can be implied from a statute if it contains an unambiguous element of exchange of consideration by a private party for consideration offered by the state. The paradigmatic exposition of this theory is in *County of San Luis Obispo v. Gage, supra*, 139 Cal. 398, 407-408. *Gage* held that the statutory obligation of the state to fund the support of orphan and abandoned children provided by the counties "was the equivalent of an offer upon condition, and upon the performance of the condition by any county the offer became a promise, and binding as such upon the state." (*Id.*, at p. 407.) (*California Teachers Association v. Cory, supra*, 155 Cal.App.3d at 505.)

The Court in *Gage* recognized that not all obligations arising by operation of law could be classified as contracts but, conversely, that some could. It found that, in principle, the obligation in *Gage* was in the nature of an offer upon condition. The 1880 Act in question promised each county that if it maintained and supported orphans and abandoned children, the state would appropriate and pay the amounts stated in the Act. Any county that performed the condition, i.e., supported children in need, accepted the offer thereby turning it into a promise, binding on the state. (*California Teachers Association v. Cory, supra*, 155 Cal.App.3d at 505, fn. 10.)

In *California Teachers Association v. Cory*, the statutes at issue established a statewide teachers' pension plan. The Governor argued that there was no contract because appropriations were made annually enabling reductions, or because the state retained legislative power to modify future

obligations. (*California Teachers Association v. Cory, supra*, 155 Cal.App.3d at 505, 509.) The court responded by recognizing that,

"A contract must receive such an interpretation as will make it lawful, operative, definite, reasonable, and capable of being carried into effect, if it can be done without violating the intention of the parties." (Civ. Code, § 1643.) Interpreting the contract to permit alteration at will would entirely defeat the bargain to provide some assurance that moneys will be available to fund the pension *when due*. (*California Teachers Association v. Cory, supra*, 155 Cal.App.3d at 509.)

The court determined that the state did not retain the power to modify future installments to the pension, based on two characteristics. The state changed funding of the pension from the annual budgetary process to legislative appropriation. Second, teachers who accept this inducement at the outset of their careers, and forego the prospect of higher present compensation elsewhere, gain nothing if the state retains power to periodically modify the agreement. (*California Teachers Association v. Cory, supra*, 155 Cal.App.3d at 509-10.)

The present case before the court shares the two characteristics identified in *California Teachers Association v. Cory*. Establishment of the Low and Moderate Income Housing Fund was accomplished by legislative enactment, and is not subject to the state's annual budgetary process. (Sections 33334.2, 33334.6 and 33487.) Agencies, as well as those displaced and in need of affordable housing, relied on these Funds to plan to meet their long term affordable housing obligations.

This is not to say that the state cannot limit or disallow receipt of tax increment revenues or require agencies to dissolve once their historic

affordable housing obligations have been met. A contractual obligation may be extinguished by full performance. (*California Teachers Association v. Cory, supra*, 155 Cal.App.3d at 510, citing Civ. Code §§1473, 1477, 1682 and *Cavanaugh v. Casselman*, (1891) 88 Cal. 543, 552.)

The constitutional prohibition against contract impairment does not exact a rigidly literal fulfillment; rather, it demands that contracts be enforced according to their "just and reasonable purport;" not only is the existing law read into contracts in order to fix their obligations, but the reservation of the essential attributes of continuing governmental power is also read into contracts as a postulate of the legal order. . . (*citations omitted*)

The contract clause and the principle of continuing governmental power are construed in harmony; although not permitting a construction which permits contract repudiation or destruction, the impairment provision does not prevent laws which restrict a party to the gains "reasonably to be expected from the contract." . . . (*citations omitted*). (*California Teachers Association v. Cory, supra*, 155 Cal.App.3d at 510-11.)

Under CRL, agencies are disabled from ending a redevelopment project until they have fully satisfied all of their affordable housing obligations. (Section 33333.8.) The state cannot be allowed to impair their ability to do so by dissolving them before this is done.

III.

AGENCIES' UNMET AFFORDABLE HOUSING OBLIGATIONS

NEED NOT BE IMPAIRED BY ABX1 26.

AHA does not contest the State's authority to address our fiscal crisis by dissolving redevelopment agencies. So that contracts are not impaired, both

ABX1 26 and its enabling legislation provide for payment of all existing fiscal obligations. To this end, agencies were required by statute and Order of this Court, to adopt Enforceable Obligations Payment Schedules (EOPS) by August 28, 2011 and Initial Recognized Obligation Payment Schedules (ROPS), by September 30, 2011. (Sections 34167 and 34169.)

The debts which must be listed, include those to the Low and Moderate Income Housing Funds, such as deferrals of set-aside payments to the Fund, loans from the Fund to make ERAF and SERAF payments, Judgments, and the like. AHA respectfully submits that ABX1 26 must be interpreted, and its enabling legislation amended, to also ensure fulfillment of all historic, unmet affordable housing development obligations as well. This is critical, given redevelopment's footprint in project areas, and the importance of affordable housing to the health and sustainability of communities, regions and the state.

Expansion of the community's supply of affordable housing is not only a fundamental purpose of state redevelopment (§33071), but "the early attainment of decent housing ... for every California family is a priority of the highest order" and a matter of "vital statewide importance" (Government Code §65580, subd. (a).) Housing is a basic human need and, as such, a fundamental right.

One of the failings of state redevelopment has been its initial, sustained and exclusive focus on increasing tax increment. This led to the demolition of tens of thousands of units statewide and contributed to the state's housing crisis. Exhibit 1, attached hereto, summarizes the data reported by agencies to State HCD. No data was collected for the first thirty three (33) years of redevelopment, from 1952 to 1985. In most years since, only a small fraction of agencies have reported demolishing any units. Even within these limits,

almost 20,000 units have reportedly been demolished as the direct⁷ result of a redevelopment project. Doubtless many tens of thousands more have been lost, before records were kept, by non-reporting agencies, and as an indirect result of redevelopment.

This focus on growing tax increment has also made it very expensive to later build affordable housing, in part by greatly reducing the land upon which to do so. One result is larger, entirely affordable projects; another is placement of affordable housing outside the project area. Neither are the model for balanced and inclusive development.

Though replacement and inclusionary obligations came belatedly to state redevelopment, fulfillment of these obligations plays a critical role in its ultimate success. The lack of decent and affordable housing in the project area is one of the characteristics that defines blight. (Section 33031.) Long term viability of project areas depends on a balance of commercial and residential, including housing affordable to all income groups. For those agencies that dissolve, decades of public subsidies for redevelopment would be best served by ensuring that the project ends with at least the minimal amount of affordable housing required by CRL.

Those displaced by redevelopment and whose needs were not included for years or decades as market rate and luxury housing was built instead, have waited long enough. Their wait must not be in vain. Displacees, identified in relocation and replacement housing plans, have rights of first refusal to occupy replacement housing. (Sections 33411.3.) Settlement Agreements and Judgments may identify others entitled to rights of first refusal for inclusionary

7

Replacement housing requirements only apply to units demolished pursuant to a written agreement with the agency or as part of a project receiving financial assistance from the agency. (Section 33413, subd. (a).)

units, or units assisted with the Housing Fund.

The rest of the units required to be built to meet unmet targeting and inclusionary requirements, and develop land purchased with Housing Funds, are owed to the intended beneficiaries of the Housing Fund and affordable housing obligations of CRL.

By virtue of the Housing Fund set-aside (Sections 33334.2, 33334.6 and 33487) and targeting (Section 33334.4) requirements and the replacement and inclusionary obligations (Section 33413), CRL recognizes the right of project area residents to live in inclusive and balanced communities, with housing for all incomes. (*Cf. Venice Town Council, Inc., v. City of Los Angeles*, (1996) 47 Cal.App.4th 1547, 1552-53 and *Stocks v City of Irvine*, (1981) 114 Cal.App.3d 520, 533-35.)

This Court's action is needed to make the promise of redevelopment a reality for the poor, long victimized by it.

CONCLUSION

It is ironic and unfortunate that state redevelopment, intended to expand affordable housing, has laid waste to so much of it, displacing tens of thousands, many of whom have only the streets to call home. If redevelopment held out a promise to slum dwellers, they have been cruelly disappointed. Their homes have been demolished or converted, and largely replaced with commercial uses and upscale housing for the modern urban dweller.

Because requirements to replace lost units and balance new residential developments were belatedly added to state law, they have yet to be met. The deficit of housing units, like the deficit of housing dollars, must be included in the legal obligations to be "paid" before agencies are allowed to dissolve under ABX1 26. This Bill must be interpreted, and its enabling legislation amended, to incorporate all historic, unmet affordable housing obligations, just

as CRL precludes an agency from dissolving in such a case. (Section 33333.8.)

DATED: September 29, 2011

Respectfully Submitted,
Affordable Housing Advocates
Catherine A.
Rodman

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email=CRodman@affordablehousingadvocates.org, c=US
Date: 2011.09.29 20:31:20 -0700

Catherine A. Rodman
Attorney at Law

CERTIFICATE OF COMPLIANCE

I, CATHERINE A. RODMAN, certify that,

1. I am an attorney duly licensed to practice law in the State of California, and am so employed by Affordable Housing Advocates. I am counsel for Affordable Housing Advocates, Amicus Curiae, and am making this certification in compliance with California Rule of Court, Rule 8.204, subdivision (c)(1).
2. I used the "File Properties" feature of our office's WordPerfect software to calculate the total number of words in AHA's Amicus Curiae Brief. Excluding the cover page, Tables, Exhibit, Signatures and this Certificate, AHA's Amicus Curiae Brief is 3,813 words in length.

Respectfully Submitted,

Affordable Housing Advocates

Catherine A.
Rodman

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c=US
Date: 2011.09.29 20:35:09 -0700

DATED: September 29, 2011

Catherine A. Rodman
Attorney at Law

California Redevelopment Agencies & Housing Demolition Data

Fiscal Year	Total RDAs/ # of RDAS Reporting	HCD Exh/ Page	Units Destroyed By Income Level				Total
			VL	L	M	Other	
1952-85			unknown, no data collected or reported				
1985-86	322/80	C/17	647	525	351	308	1,831
1986-87	321/77	C/19	345	510	406	107	1,368
1987-88	283/78	D/8	574	404	290	85	1,353
1988-89	315/91	E/11	464	321	164	40	989
1989-90	322/91	F/10	374	554	211	177	1,316
1990-91	377/106	G/10	311	137	67	54	569
1991-92	377/123	F/13	370	89	47	24	530
1992-93	378/45	J/6	173	205	133	26	537
1993-94	381/48	L6	278	212	64	16	570
1994-95	385/48	M6	309	123	96	8	536
1995-96	399/43	M5	204	83	33	13	333
1996-97	400/46	M6	145	158	24	13	340
1997-98	406/41	K6	214	136	33	10	393
1998-99^	406/10	G5	758	205	1,345	31	2,339
1999-00^	409/30	H1-4	73	130	70	0	273
Subtotal			5,239	3,792	3,334	912	13,277

California Redevelopment Agencies & Housing Demolition Data

Fiscal Year	Total RDAs/ # of RDAS Reporting	HCD Exh/ Page	Units Destroyed By Income Level				Total
			VL	L	M	Other	
2000-01	408/27	H1-4	167	63	29	0	259
2001-02	413/34	HI-5	255	146	47	24	472
2002-03	414/37	H1-5	614	153	30	13	810
2003-04	414/44	H1-6	589	125	33	23	770
2004-05	422/41	H1-5	271	80	29	20	400
2005-06	422/36	H1-5	324	189	56	18	587
2006-07	424/37	H1-5	367	215	53	47	682
2007-08	425/28	H1-4	358	183	23	12	576
2008-09	425/39	H1-5	347	255	176	26	804
2009-10	425/34	HI-5	734	110	75	15	934
Subtotal			4,026	1,519	551	198	6,294
Total			9,265	5,311	3,885	1,110	19,571

From 1992-93 through 1997-98, the department collected and reported on both the number of units and number of bedrooms lost. As that data was not collected in subsequent years, the bedroom counts collected in earlier years are omitted from this table.

The State Department of Housing and Community Development (HCD) Reports are available online for FY 2000-01 through 2009-10 at: <http://www.hcd.ca.gov/rda/>

California Redevelopment Association, et al. v. Matosantos, et al.
California Supreme Court

DECLARATION OF SERVICE BY E-MAIL

I, Catherine A. Rodman, declare that:

I am over the age of eighteen years and not a party to the action. I am employed in the County of San Diego, California, within which County the subject mailing occurred. My business address is 4305 University Avenue, Suite 110, San Diego, California 92105. I am familiar with this office's practice for the collection and processing of correspondence for delivery by e-mail. Pursuant to this practice, I served the following document(s):

APPLICATION FOR LEAVE TO FILE AMICUS CURIAE BRIEF AND AMICUS CURIAE BRIEF IN SUPPORT OF RESPONDENTS

on counsel for the parties, identified below, at their e-mails, noted below:

For Petitioners:

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For Respondent Matosantos, Ana
Jennifer K. Rockwell
Department of Finance
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For Respondents:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on September 29, 2011.

Catherine A.
CATHERINE A. RODMAN
Rodman

Digitally signed by Catherine A. Rodman
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PROOF OF SERVICE
(C.C.P. 1013a and 2015.5)

COUNTY OVERSIGHT BOARD

4/23/12

AGENDA K

APPROVAL OF REQUIRED SCHEDULES

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE - CONSOLIDATED
FILED FOR THE JANUARY 2012 to JUNE 30, 2012 PERIOD**

ATTACH T A

Cover Page

Name of Successor Agency County of San Diego

Balance Carried Forward From:	Current	
	Total Outstanding Debt or Obligation	Total Due During Fiscal Year
Outstanding Debt or Obligation (From Form A, Page 1 Totals)	\$ 38,090,940.77	\$ 2,632,869.00
	Total Due for Six Month Period	
Outstanding Debt or Obligation (From Form B, Page 1 Totals)	\$ 935,278.76	
Available Revenues other than anticipated funding from RPTTF (Form C)	\$ 935,278.76	
Anticipated Funding from Redevelopment Property Tax Trust Fund (RPTTF) (Form C)	\$ -	
Administrative Allowance (greater of 5% of anticipated Funding from RPTTF or 250,000)	\$ 250,000.00	

Consolidate on this form all of the data contained on Form A, B and C. Form A is to include all outstanding obligation entered into for period filed. Form B is to include payment requirement for each enforceable obligation for each month. Form C is to enter the anticipated funding source for each listed enforceable obligation.

Certification of Oversight Board Chairman:
Pursuant to Section 34177(l) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized
Enforceable Payment Schedule for the above named agency.

Name Title

Signature Date

Name of Successor Agency:

County of San Diego

FORM A

ATTACHMENT A

Page 1 of 1 Pages

RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34177(I)

FILED FOR THE JANUARY 1, 2012 to JUNE 30, 2012 PERIOD

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 11 12
1) Airport Enterprise Fund (AEF) Loan Principal	County AEF	AEF Loan Principal	3,363,203.30	150,000.00
2) Airport Enterprise Fund (AEF) Loan Interest	County AEF	AEF Loan Interest	500,000.00	
3) Gillespie Field 2005 Bond Interest	Bank of New York	Interest on 2005 Bond Issue	9,833,957.47	767,089.00
4) Gillespie Field 2005 Bond Principal	Bank of New York	Principal on 2005 Bond Issue	13,905,000.00	375,000.00
5) Lakeside Fire Protection District (LFPD) Cooperation Agreement	LFPD	Construction of 19,162 sf fire station and administration building	9,900,000.00	550,000.00
6) San Diego River Conservancy (SDRC) Loan Agreement	SDRC	Loan to fund trails projects (See Note below)*	588,780.00	588,780.00
7)				
8) Administrative costs				202,000.00
9)				
10)				
11)				
12)				
13)				
14)				
15)				
16)				
Totals - This Page			\$ 38,090,940.77	\$ 2,632,869.00
Totals - Page 2			\$ -	\$ -
Grand total - All Pages			\$ 38,090,940.77	\$ 2,632,869.00

*Note to SDRC Project: The timing of payments is flexible, depending on the performance of SDRC under the terms of the agreement.

RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34177(l)

FILED FOR THE JANUARY 1, 2012 to JUNE 30, 2012 PERIOD

	Project Name / Debt Obligation	Project Area							Subtotal	Adjustments from Prior Schedule	TOTAL
			January	February	March	April	May	June			
1)	Airport Enterprise Fund (AEF) Loan Principal	Gillespie Field						150,000.00	\$ 150,000.00		\$ 150,000.00
2)	Airport Enterprise Fund (AEF) Loan Interest	Gillespie Field							\$ -		\$ -
3)	Gillespie Field 2005 Bond Interest	Gillespie Field					379,278.76		\$ 379,278.76		\$ 379,278.76
4)	Gillespie Field 2005 Bond Principal	Gillespie Field							\$ -		\$ -
5)	Lakeside Fire Protection District (LFPD) Cooperation Agreement	Upper SD River Improvement							\$ -		\$ -
6)	San Diego River Conservancy (SDRC) Loan Agreement See Note Below*	Upper SD River Improvement	100,000.00		100,000.00			100,000.00	\$ 300,000.00		\$ 300,000.00
7)											
8)	Administrative costs		16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	26,000.00	\$ 106,000.00		\$ 106,000.00
9)									\$ -		\$ -
10)									\$ -		\$ -
11)									\$ -		\$ -
12)									\$ -		\$ -
13)									\$ -		\$ -
14)									\$ -		\$ -
15)									\$ -		\$ -
16)									\$ -		\$ -
17)									\$ -		\$ -
18)									\$ -		\$ -
Totals - This Page			\$ 116,000.00	\$ 16,000.00	\$ 116,000.00	\$ 16,000.00	\$ 395,278.76	\$ 276,000.00	\$ 935,278.76	\$ -	\$ 935,278.76
Totals - Page 2			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand total - All Pages			\$ 116,000.00	\$ 16,000.00	\$ 116,000.00	\$ 16,000.00	\$ 395,278.76	\$ 276,000.00	\$ 935,278.76	\$ -	\$ 935,278.76

*Note to SDRC Project: Projection -the timing of payments is flexible, depending on the performance of SDRC under the terms of the agreement.

FORM C

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34177(l)
 FILED FOR THE JANUARY 1, 2012 to JUNE 30, 2012 PERIOD

Project Name / Debt Obligation	Total from Form B	Source of Payment						TOTAL
		RPTTF	Low and Moderate Income Housing Fund	Bond Proceeds	Reserve Balances	Administrative Cost Allowance	Other Revenue Sources	
1) Airport Enterprise Fund (AEF) Loan Principal	\$ 150,000.00				150,000.00			\$ 150,000.00
2) Airport Enterprise Fund (AEF) Loan Interest	\$ -							\$ -
3) Gillespie Field 2005 Bond Interest	\$ 379,278.76				379,278.76			\$ 379,278.76
4) Gillespie Field 2005 Bond Principal	\$ -				0.00			\$ -
5) Lakeside Fire Protection District (LFPD) Cooperation Agreement	\$ -				0.00			\$ -
6) San Diego River Conservancy (SDRC) Loan Agreement	\$ 300,000.00				4,960.00		295,040.00	\$ 300,000.00
7)								
8) Administrative Costs	\$ 106,000.00				106,000.00			\$ 106,000.00
9)	\$ -							\$ -
10)	\$ -							\$ -
11)	\$ -							\$ -
12)	\$ -							\$ -
13)	\$ -							\$ -
14)	\$ -							\$ -
15)	\$ -							\$ -
16)	\$ -							\$ -
17)	\$ -							\$ -
18)	\$ -							\$ -
Totals - This Page	\$ 935,278.76	\$ -	\$ -	\$ -	\$ 640,238.76	\$ -	\$ 295,040.00	\$ 935,278.76
Totals - Page 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand total - All Pages	\$ 935,278.76	\$ -	\$ -	\$ -	\$ 640,238.76	\$ -	\$ 295,040.00	\$ 935,278.76

RECOGNIZED OBLIGATION PAYMENT SCHEDULE - CONSOLIDATED
FILED FOR THE JULY 1, 2012 to DECEMBER 31, 2012 PERIOD

Name of Successor Agency County of San Diego

Balance Carried Forward From:	Current	
	Total Outstanding Debt or Obligation	Total Due During Fiscal Year
Outstanding Debt or Obligation (From Form A, Page 1 Totals)	\$ 37,261,662.01	\$ 2,485,055.02
	Total Due for Six Month Period	
Outstanding Debt or Obligation (From Form B, Page 1 Totals)	\$ 1,990,275.02	
Available Revenues other than anticipated funding from RPTTF (Form C)	\$ 199,962.00	
Anticipated Funding from Redevelopment Property Tax Trust Fund (RPTTF) (Form C)	\$ 1,790,313.02	
Administrative Allowance (greater of 5% of anticipated Funding from RPTTF or 250,000)	\$ 250,000.00	

Consolidate on this form all of the data contained on Form A, B and C. Form A is to include all outstanding obligation entered into for period filed. Form B is to include payment requirement for each enforceable obligation for each month. Form C is to enter the anticipated funding source for each listed enforceable obligation.

Certification of Oversight Board Chairman:
Pursuant to Section 34177(l) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized
Enforceable Payment Schedule for the above named agency.

Name Title

Signature Date

Name of Successor Agency:

County of San Diego

ATTACHMENT B

FORM A

Page 1 of 1 Pages

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34177(l)
 FILED FOR THE JULY 1, 2012 to DECEMBER 31, 2012 PERIOD

Project Name / Debt Obligation	Payee	Description	Anticipated Total Outstanding Debt or Obligation at July 1, 2012	Total Due During Fiscal Year 12 13
1) Airport Enterprise Fund (AEF) Loan Principal	County AEF	AEF Loan Principal	3,213,203.30	300,000.00
2) Airport Enterprise Fund (AEF) Loan Interest (Estimated)	County AEF	AEF Loan Interest	500,000.00	
3) Gillespie Field 2005 Bond Interest	Bank of New York	Interest on 2005 Bond Issue	9,454,678.71	749,275.02
4) Gillespie Field 2005 Bond Principal	Bank of New York	Principal on 2005 Bond Issue	13,905,000.00	395,000.00
5) Lakeside Fire Protection District (LFPD) Cooperation Agreement	LFPD	Construction of 19,162 sf fire station and administration building	9,900,000.00	550,000.00
6) San Diego River Conservancy (SDRC) Loan Agreement	SDRC	Loan to fund trails projects (See Note below)*	288,780.00	288,780.00
7)				
8) Administrative costs				202,000.00
9)				
10)				
11)				
12)				
13)				
14)				
15)				
16)				
Totals - This Page			\$ 37,261,662.01	\$ 2,485,055.02
Totals - Page 2			\$ -	\$ -
Grand total - All Pages			\$ 37,261,662.01	\$ 2,485,055.02

*Note to SDRC Project: The timing of payments is flexible, depending on the performance of SDRC under the terms of the agreement.

FORM B

Page 1 of ___1___ Pages

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34177(l)
 FILED FOR THE JULY 1, 2012 to DECEMBER 31, 2012 PERIOD

Project Name / Debt Obligation	Project Area							Subtotal	Adjustments from Prior Schedule	TOTAL
		July	August	September	October	November	December			
1) Airport Enterprise Fund (AEF) Loan Principal	Gillespie Field							\$ -		\$ -
2) Airport Enterprise Fund (AEF) Loan Interest	Gillespie Field							\$ -		\$ -
3) Gillespie Field 2005 Bond Interest (See Note Below)**	Gillespie Field	749,275.02						\$ 749,275.02		\$ 749,275.02
4) Gillespie Field 2005 Bond Principal (See Note Below)**	Gillespie Field	395,000.00						\$ 395,000.00		\$ 395,000.00
5) Lakeside Fire Protection District (LFPD) Cooperation Agreement	Upper SD River Improvement				550,000.00			\$ 550,000.00		\$ 550,000.00
San Diego River Conservancy (SDRC) Loan Agreement 6) See Note Below*	Upper SD River Improvement			100,000.00			100,000.00	\$ 200,000.00		\$ 200,000.00
7)										
8) Administrative costs		16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	\$ 96,000.00		\$ 96,000.00
9)								\$ -		\$ -
10)								\$ -		\$ -
11)								\$ -		\$ -
12)								\$ -		\$ -
13)								\$ -		\$ -
14)								\$ -		\$ -
15)								\$ -		\$ -
16)								\$ -		\$ -
17)								\$ -		\$ -
18)								\$ -		\$ -
Totals - This Page		\$ 1,160,275.02	\$ 16,000.00	\$ 116,000.00	\$ 566,000.00	\$ 16,000.00	\$ 116,000.00	\$ 1,990,275.02	\$ -	\$ 1,990,275.02
Totals - Page 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand total - All Pages		\$ 1,160,275.02	\$ 16,000.00	\$ 116,000.00	\$ 566,000.00	\$ 16,000.00	\$ 116,000.00	\$ 1,990,275.02	\$ -	\$ 1,990,275.02

*Note to SDRC Project: The timing of payments is flexible, depending on the performance of SDRC under the terms of the agreement.

**Note to Gillespie Field Bonds: Amounts are total debt service for the year. Under Section 5.02 of Bond indenture, all tax revenues are accumulated in the Revenue fund until these amounts are reached.

FORM C

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34177(l)
 FILED FOR THE JULY 1, 2012 to DECEMBER 31, 2012 PERIOD

Project Name / Debt Obligation	Total from Form B	Source of Payment						TOTAL
		RPTTF	Low and Moderate Income Housing Fund	Bond Proceeds	Reserve Balances	Administrative Cost Allowance	Other Revenue Sources	
1) Airport Enterprise Fund (AEF) Loan Principal	\$ -							\$ -
2) Airport Enterprise Fund (AEF) Loan Interest	\$ -							\$ -
3) Gillespie Field 2005 Bond Interest	\$ 749,275.02	749,275.02						\$ 749,275.02
4) Gillespie Field 2005 Bond Principal	\$ 395,000.00	395,000.00						\$ 395,000.00
5) Lakeside Fire Protection District (LFPD) Cooperation Agreement	\$ 550,000.00	550,000.00						\$ 550,000.00
6) San Diego River Conservancy (SDRC) Loan Agreement	\$ 200,000.00	38.00					199,962.00	\$ 200,000.00
7)		0.00						
8) Administrative costs	\$ 96,000.00	96,000.00						\$ 96,000.00
9)	\$ -							\$ -
10)	\$ -							\$ -
11)	\$ -							\$ -
12)	\$ -							\$ -
13)	\$ -							\$ -
14)	\$ -							\$ -
15)	\$ -							\$ -
16)	\$ -							\$ -
17)	\$ -							\$ -
18)	\$ -							\$ -
Totals - This Page	\$ 1,990,275.02	\$ 1,790,313.02	\$ -	\$ -	\$ -	\$ -	\$ 199,962.00	\$ 1,990,275.02
Totals - Page 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand total - All Pages	\$ 1,990,275.02	\$ 1,790,313.02	\$ -	\$ -	\$ -	\$ -	\$ 199,962.00	\$ 1,990,275.02

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO ESTABLISHING TERMS AND CONDITIONS OF ADVANCES OR LOANS FROM THE AIRPORT ENTERPRISE FUND OF THE COUNTY OF SAN DIEGO TO THE REDEVELOPMENT AGENCY

THIS AGREEMENT is entered into this 1st day of December, 1987, by and between the County of San Diego (hereinafter referred to as "County") and the Redevelopment Agency of the County of San Diego (hereinafter referred to as "Agency");

WITNESSETH:

WHEREAS, on October 1, 1974, the Redevelopment Agency of the County of San Diego was established pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et seq.) by Ordinance No. 4393 of the Board of Supervisors, and;

WHEREAS, Section 33601 of the California Health and Safety Code authorizes the Agency to borrow money or accept financial or other assistance from any public agency for any redevelopment project within its area of operation, and to comply with any conditions of such loan or grant, and;

WHEREAS, the Redevelopment Plan for the Gillespie Field Redevelopment Project Area ("Redevelopment Plan") was adopted on July 7, 1987, and;

WHEREAS, the Gillespie Field Redevelopment Project Area lies wholly within the boundaries of the Gillespie Field Airport property, and;

WHEREAS, Section 202 of the Agreement Between the County of San Diego and the Redevelopment Agency Establishing Certain County-Agency Relationships ("Agreement") stipulates that the Agency shall reimburse the County for all costs incurred by County officers and employees in rendering services to the Agency commencing November 3, 1974, and;

WHEREAS, Section 501 of the Agreement stipulates that the County will aid and cooperate in the planning, undertaking, construction or operation of redevelopment projects within the County; NOW, THEREFORE,

BE IT RESOLVED AS FOLLOWS:

1. All funds advanced or loaned by County from the Airport Enterprise Fund to the Agency for the planning and implementation of the Redevelopment Plan for the Gillespie Field Redevelopment Project Area commencing February 11, 1986 shall be considered a loan under the terms of this Agreement.

NUMBER 25696-A

2. The Board of Supervisors may include funds for loans to the Redevelopment Agency in the annual Airport Enterprise Fund Spending Plan. The Spending Plan may be amended mid-year to provide for such loans if requested by the Agency and approved by the Board of Supervisors.
3. Loans under this Agreement shall be repaid from any source of Agency funds lawfully available for that purpose, and the Agency shall pay interest to the Airport Enterprise Fund. Interest shall accrue on the average quarterly outstanding balance equal to the average County earned investment rate as determined by the County Treasurer.
4. The Agency shall repay loans and accrued interest under this Agreement as soon as Agency funds are available for that purpose.
5. Any duty imposed on the Agency by this Agreement is based on the condition that the collection of property tax revenues pursuant to Health and Safety Code Section 33670(b) is sufficient to allow the Agency to perform as required herein.
6. The Auditor and Controller of the County of San Diego is hereby directed to establish whatever accounting and other procedures as are necessary, convenient or desirable to accomplish the purposes and intent of this Resolution.

IN WITNESS WHEREOF, this AGREEMENT is executed by AGENCY pursuant to action taken by its Members and by COUNTY pursuant to action taken by its Board of Supervisors.

Approved and/or authorized
by the Redevelopment Agency
of the County of San Diego

12-1-87 #1

William A. Nelson
Secretary, Redevelopment Agency

REDEVELOPMENT AGENCY OF THE COUNTY OF
SAN DIEGO

BY:

La Rue M. Purice, asst 12-1-87
Secretary, Redevelopment Agency Date

COUNTY OF SAN DIEGO

BY:

La Rue M. Purice, asst 12-1-87
Clerk of the Board of Supervisors Date

Approved and/or authorized by the Board
of Supervisors of the County of San Diego

12-1-87 # 12

Kathryn A. Nelson
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY:

Mary C. Wood
DEPUTY

Redevelopment Agency of the County of San Diego
 Gillespie Field Project
 Revenue Refunding Bonds
 Series 2005A
 (Consisting of Series 2005A-1 & 2005AMT)

	Principal	Rate	Interest	Debt Service	
				Semi-Annual	Annual
6/1/2006	-		372,753.42	372,753.42	-
12/1/2006	360,000	3.650%	421,985.01	781,985.01	1,154,738.43
6/1/2007	-		415,415.01	415,415.01	-
12/1/2007	320,000	3.750%	415,415.01	735,415.01	1,150,830.02
6/1/2008	-		409,415.01	409,415.01	-
12/1/2008	335,000	3.950%	409,415.01	744,415.01	1,153,830.02
6/1/2009	-		402,798.76	402,798.76	-
12/1/2009	345,000	4.150%	402,798.76	747,798.76	1,150,597.52
6/1/2010	-		395,640.01	395,640.01	-
12/1/2010	360,000	4.350%	395,640.01	755,640.01	1,151,280.02
6/1/2011	-		387,810.01	387,810.01	-
12/1/2011	375,000	4.550%	387,810.01	762,810.01	1,150,620.02
6/1/2012	-		379,278.76	379,278.76	-
12/1/2012	395,000	4.700%	379,278.76	774,278.76	1,153,557.52
6/1/2013	-		369,996.26	369,996.26	-
12/1/2013	415,000	4.850%	369,996.26	784,996.26	1,154,992.52
6/1/2014	-		359,932.51	359,932.51	-
12/1/2014	430,000	4.875%	359,932.51	789,932.51	1,149,865.02
6/1/2015	-		349,451.25	349,451.25	-
12/1/2015	455,000	5.000%	349,451.25	804,451.25	1,153,902.50
6/1/2016	-		338,076.25	338,076.25	-
12/1/2016	475,000	5.000%	338,076.25	813,076.25	1,151,152.50
6/1/2017	-		326,201.25	326,201.25	-
12/1/2017	500,000	5.125%	326,201.25	826,201.25	1,152,402.50
6/1/2018	-		313,388.75	313,388.75	-
12/1/2018	525,000	5.150%	313,388.75	838,388.75	1,151,777.50
6/1/2019	-		299,870.00	299,870.00	-
12/1/2019	555,000	5.250%	299,870.00	854,870.00	1,154,740.00
6/1/2020	-		285,301.25	285,301.25	-
12/1/2020	580,000	5.250%	285,301.25	865,301.25	1,150,602.50
6/1/2021	-		270,076.25	270,076.25	-
12/1/2021	610,000	5.300%	270,076.25	880,076.25	1,150,152.50
6/1/2022	-		253,911.25	253,911.25	-
12/1/2022	645,000	5.400%	253,911.25	898,911.25	1,152,822.50
6/1/2023	-		236,496.25	236,496.25	-
12/1/2023	680,000	5.400%	236,496.25	916,496.25	1,152,992.50
6/1/2024	-		218,136.25	218,136.25	-
12/1/2024	715,000	5.400%	218,136.25	933,136.25	1,151,272.50
6/1/2025	-		198,831.25	198,831.25	-
12/1/2025	755,000	*	198,831.25	953,831.25	1,152,662.50
6/1/2026	-		177,387.50	177,387.50	-
12/1/2026	795,000	5.750%	177,387.50	972,387.50	1,149,775.00
6/1/2027	-		154,531.25	154,531.25	-
12/1/2027	845,000	5.750%	154,531.25	999,531.25	1,154,062.50
6/1/2028	-		130,237.50	130,237.50	-
12/1/2028	890,000	5.750%	130,237.50	1,020,237.50	1,150,475.00
6/1/2029	-		104,650.00	104,650.00	-
12/1/2029	945,000	5.750%	104,650.00	1,049,650.00	1,154,300.00
6/1/2030	-		77,481.25	77,481.25	-
12/1/2030	1,000,000	5.750%	77,481.25	1,077,481.25	1,154,962.50
6/1/2031	-		48,731.25	48,731.25	-
12/1/2031	825,000	5.750%	48,731.25	873,731.25	922,462.50
6/1/2032	-		25,012.50	25,012.50	-
12/1/2032	870,000	5.750%	25,012.50	895,012.50	920,025.00
	16,000,000		14,650,853.59	30,650,853.59	30,650,853.59

Final Provided by Ken Holman

COOPERATION AGREEMENT

THIS AGREEMENT is entered into by and between the **REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO** (the "Agency") and **LAKESIDE FIRE PROTECTION DISTRICT** (the "District"). The Agency and the District agree as follows:

PART 1. SUBJECT OF AGREEMENT

SECTION 101 Recitals

a. The Redevelopment Plan for the Upper San Diego River Development Improvement Project ("USDRIP") was approved and adopted on July 18, 1989 by the Board of Supervisors of the County of San Diego by Ordinance No. 7652, and subsequently amended on March 17, 1995, by Ordinance No. 8508, and September 26, 2007 by Ordinance Nos. 9886, 9887, and 9888 ("Redevelopment Plan"). The Redevelopment Plan is incorporated herein by reference and made part hereof as though fully set forth herein.

b. The District seeks to construct a fire headquarters facility which will include a fire station, administrative offices, meeting rooms, apparatus repair shop, and a training annex ("Project"). The Project shall serve as the replacement fire station for Lakeside Fire Station 2 in Eucalyptus Hills and replacement apparatus repair shop, and allow the housing of administrative and command staffs in one location. Currently, the District does not have training facilities.

c. The District has requested funding assistance for the Project from the Agency. The Project is consistent with the Redevelopment Plan and will directly service properties within the Redevelopment Project Area.

d. The District and Agency wish to cooperate with one another to bring about the development of the Project.

e. The governing body of the District, the Agency Board and the Agency legislative body, by their respective resolutions duly adopted, have made the required determinations under Redevelopment Law in order to approve this Agreement.

SECTION 102 Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Agency" shall mean the Redevelopment Agency of the County of San Diego, California.

"County" shall mean the County of San Diego, California.

"Agency's Designated Official" shall mean the County's Director of Planning and Land Use or the designee of the County's Director of Planning and Land Use.

"District" shall mean the Lakeside Fire Protection District.

"Effective Date of this Agreement" shall mean the date on which this Agreement is duly executed on behalf of the Agency.

"Project" shall mean the development of the fire headquarters facility that will serve the USDRIP Project Area, consisting of the following: a fire station, administrative offices, meeting rooms, apparatus repair shop, and a training annex.

"Project Cost" shall mean those costs associated with the design and development of the Project, including, but not limited to, the cost of architectural and engineering consultant services; Project Site acquisition; design of the Project; legal fees directly related to the financing, acquisition and construction of the Project; securing of all relevant environmental, development and construction permits; and construction of the Project.

"Project Plan" shall mean the document which contains the plan for the acquisition, development, and operation of the Project, including, but not limited to: site location selection, acquisition, architectural and engineering services, construction, project management, project budget and general time schedule for all phases of development. General expectations of the above listed components are described in Attachment A.

"Project Site" means the location of the Project.

SECTION 103 The Project Site & Project Plan

The District shall identify a location within the boundaries of the District that would be appropriate for the development of the Project. The location and justification for the location shall be included in the Project Plan. The District shall approve, in writing, the Project Plan and the Agency shall accept, in writing, the plan prior to disbursing certain funds as detailed in Attachment B. The approved Project Plan will be incorporated as part of this Agreement in its entirety. Any substantive changes to the Project Plan must be made by the parties in writing. Any written amendments to the Project Plan are incorporated into this Agreement in their entirety.

SECTION 104 The Agency

a. The address of the Agency for purposes of receiving notices pursuant to this Agreement is Department of Planning and Land Use, 5201 Ruffin Road, Suite B, San Diego, California 92123-1666.

b. "Agency" as used in this Agreement includes any assignee or successor to its rights, powers and responsibilities.

SECTION 105 District

a. The address of the District for purposes of receiving notices pursuant to this Agreement is 12365 Parkside Street, Lakeside, California, 92040.

b. "District" as used in this Agreement includes any assignee or successor to its rights, powers and responsibilities.

PART 2 FUNDING OF THE PROJECT

SECTION 201 Project Cost

The parties agree that the Agency shall make all payments pursuant to Section 203 under this Agreement and shall only be used by the District for authorized Project Costs as allowed for under the California Community Redevelopment Law, Health & Safety Code section 33000, et seq.

SECTION 202 Schedule of Performance

District and Agency shall each comply with the Schedule of Performance, attached as Attachment A and incorporated into this Agreement by reference.

SECTION 203 Agency Funding of Project

a. The Agency agrees to pay to the District a total of \$15,510,000, to be paid to the District in annual disbursements as identified in the Disbursement Schedule, attached as Attachment B, and incorporated into this Agreement by reference. Upon written approval of both the Agency and District, the Agency may make disbursements under this Agreement prior to the time payment is due in the Disbursement Schedule.

b. No later than August 31 of each calendar year, beginning in 2008, District shall provide the Agency a report detailing its compliance with the Project Plan including itemizing the Project Cost expenditures for the prior fiscal year and an estimate of Project Cost expenditures for the current fiscal year. Upon completion of the Project, the District agrees to reimburse the Agency with all monies provided by the Agency pursuant to this agreement in excess of the total Project Cost.

c. Upon the Agency's review and acceptance of the prior Project Cost expenditures and proposed current fiscal year Project Cost expenditures, the Agency shall make the appropriate disbursements as provided for in Attachment B.

d. The Agency is in no way obligated to make any payment under this Agreement if the Agency no longer receives tax allocation monies as a result of the debt incurred by the Agency for the Project and the Redevelopment Project Area is terminated, deactivated or dissolved.

SECTION 204 Inspection of Books and Records

The Agency shall have the right to inspect the books and records of the District directly relating to the Project and which are pertinent to the purposes of this Agreement upon its issuance to the District of seventy-two (72) hours' notice. Agency will maintain the confidentiality of the records to the extent allowed by law.

The District shall also have the right to inspect the books and records of the Agency directly relating to the Project and which are pertinent to the purposes of this Agreement upon its issuance to the Agency of seventy-two (72) hours' notice. District will maintain the confidentiality of the records to the extent allowed by law.

PART 3 USE OF THE PROJECT PARCEL

SECTION 301 Uses

The District covenants and agrees for itself, its successors, its assigns and every successor in interest to the Project Site or any part thereof, that the District, its successors and assignees shall devote the Project Site to the uses specified in this Agreement.

SECTION 302 Maintenance of the Project Site

District, its successors and assigns, shall maintain the Project Site in a suitable and safe condition upon acquisition and throughout the development of the Project at the Project Site.

PART 4 DEFAULTS and REMEDIES

SECTION 401 Defaults - General

a. Subject to the extensions of time set forth in SECTION 502, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or

delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of thirty (30) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured party.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party. In no event shall the injured party be precluded from exercising remedies if its economic interests become or are about to become materially jeopardized by any failure to cure a default.

e. In the event either party defaults under this Agreement and the defaulting party is unable to cure the default, as provided for in this Section, the non-defaulting party may seek legal action in accordance with this Part 4.

SECTION 402 Institution of Legal Actions

In addition to any other rights or remedies (and except as otherwise provided in this Agreement), either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court of that county, or in the United States District Court for the Southern District of California.

SECTION 403 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

SECTION 404 Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

SECTION 405 Damages

Subject to the notice and cure provisions of SECTION 401, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in SECTION 401, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

SECTION 406 Specific Performance

Subject to the notice and cure provisions of SECTION 401, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in SECTION 401, the non-defaulting party, at its option, may thereafter (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

PART 5 GENERAL PROVISIONS

SECTION 501 Notices

Formal notices, demands and communications between Agency and District shall be deemed sufficiently given if dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of Agency and District as set forth in SECTIONS 104 and 105 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service),

shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

SECTION 502 Enforced Delay: Extension of Time of Performance

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, and failure or delay to issue any required permit or approval despite the District's having taken all reasonable actions required for such permit or approval, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended by written agreement of the Agency and the District.

SECTION 503 Conflict of Interest

a. No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

b. District warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

SECTION 504 Nonliability of Party Officials and Employees

a. No member, official, agent, legal counsel or employee of the Agency shall be personally liable to District, or any successor in interest in the event of any default or breach by Agency or for any amount which may become due to District or successor or on any obligation under the terms of this Agreement.

b. No member, official, agent, legal counsel or employee of District shall be personally liable to Agency, or any successor in interest in the event of any default or breach by District or for any amount which may become due to Agency or successor or on any obligation under the terms of this Agreement.

SECTION 505 Approvals

a. Except as otherwise expressly provided in this Agreement, approvals required by the Agency or the District in this Agreement, including the attachments hereto, shall not be unreasonably withheld, conditioned or delayed. All approvals shall be in writing. Failure by either party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by either party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval.

b. Except as otherwise expressly provided in this Agreement, approvals required of the Agency shall be deemed granted by the written approval of the Agency's Designated Official. If the Agency's Designated Official is other than the County's Director of Planning and Land Use, the County shall provide notice to District of the name and title of any person designated by the County's Director of Planning and Land Use to be the County's Designated Official on a timely basis, and to provide updates from time to time. Notwithstanding the foregoing, the Agency's Designated Official may, in his or her sole discretion, refer to the Agency Board any item requiring Agency approval; otherwise, "Agency approval" shall mean and refer to approval by the Agency's Designated Official.

SECTION 506 Construction and Interpretation of Agreement

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or

construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

b. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

c. The captions of the parts, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

d. References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) shall mean, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

SECTION 507 Time of Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

SECTION 508 No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other relationship between the parties, or cause either party to be responsible in any way for the debts or obligations of the other party to this Agreement, or any other party.

SECTION 509 Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

SECTION 510 No Third Party Beneficiaries

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of Agency and District, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

SECTION 511 Authority to Sign

District and Agency hereby represent that the persons executing this Agreement on their behalf have full authority to do so and to bind each of the District and Agency to perform pursuant to the terms and conditions of this Agreement.

SECTION 512 Incorporation by Reference

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

SECTION 513 Indemnification

District shall indemnify, defend and hold harmless the Agency and its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement, excepting only loss, injury or damage caused by the sole negligence or wilful misconduct of personnel employed by the Agency or County. District shall reimburse the Agency for all costs, attorneys' fees, expenses and liabilities incurred with respect to any action or litigation in which District is obligated to indemnify, defend and hold harmless the Agency under this Agreement.

Agency shall indemnify, defend and hold harmless the District and its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the execution or performance of this Agreement, excepting only loss, injury or damage caused by the sole negligence or wilful misconduct of personnel employed by the District. Agency shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any action or litigation in which Agency is obligated to indemnify, defend and hold harmless the District under this Agreement.

SECTION 514 Counterparts

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

PART 6 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement includes twelve (12) pages and two (2) attachments, which constitutes the entire understanding and agreement of the parties.

b. 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 all or any part of the subject matter hereof.

c. All approvals and waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency or District, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and District.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Agency and District have signed this Agreement as of the dates set opposite their signatures.

REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO

Date: 10.2.07

By: Thomas J. Pastuszka

Name: Thomas J. Pastuszka
Title: Clerk of the Board

APPROVED AND/OR AUTHORIZED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO BOARD

DATE: 9/26/07 MINUTE ORDER NO. Red 1

By: _____

APPROVED AS TO FORM AND LEGALITY
John J. Sansone, Agency General Counsel

By: Rachel Witt
Rachel H. Witt, Senior Deputy

LAKESIDE FIRE PROTECTION DISTRICT

Date: 12 September 07 By: Mark T. Fowler

Name: MARK T. FOWLER
Title: FIRE CHIEF

APPROVED AS TO FORM AND LEGALITY:
MCDUGAL, LOVE, ECKIS, SMITH, BOEHMER & FOLEY
District General Counsel

By: [Signature]

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date 9/26/07 Minute Order No. Red 1
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By: Cathy W. Saetgen
Deputy Clerk

ATTACHMENT A

SCHEDULE OF PERFORMANCE

ACTION	TIMING
<p>1. Submission – Initial Project Cost Estimate & Project Budget. District shall submit initial Project Cost estimate & Project Budget to the Agency for acceptance.</p>	<p>Acceptance of the Initial Project Cost Estimate & Project Budget is required prior to disbursing certain funds as detailed in Attachment B.</p>
<p>2. Agency Review- Initial Project Cost Estimate & Project Budget. The Agency shall either accept the Project Costs Estimate & Budget or provide comments for District response.</p>	<p>Within fourteen (14) days after Submission of the Initial Project Costs Estimate & Project Budget to the Agency.</p>
<p>3. Submission – Project Plan. District shall submit to the Agency for acceptance the Project Plan.</p> <p>Project Plan shall include the following components:</p> <ul style="list-style-type: none"> ▪ Site location selection – The plan should contain a map delineating the range of possible locations of the Project. The plan should describe the process used by the District to identify this area, including results of response time analyses and other quantitative measures to support its extent. The location of the Project relative to the District's current and future service area and other facilities should also be described and supported. The plan should describe the type of property targeted by District for acquisition including size, orientation, zoning and other specific site selection parameters. ▪ Acquisition – Describe the District's plan for acquiring the site. ▪ Architectural and engineering services – Include the complete scope and budget of the architectural and engineering services required to complete the Project. ▪ Construction – Describe the construction phases and estimated costs for construction. This should include the relocation plan for moving Fire District personnel, apparatus, and services from other locations. ▪ Project management – Describe how the project will be managed to ensure that budgets and timelines are adhered to. ▪ Project budget – Provide a budget that details the costs associated with construction and operation of the Project. Details for all 	<p>Acceptance of the Project Plan is required prior to disbursing certain funds as detailed in Attachment B.</p>

<p>near term phases should be provided. Funding beyond that provided by the Agency should be identified. The Plan shall also demonstrate that the Project will remain a going concern by demonstrating ability of the District to fund future operations of the Project including staffing, maintenance, and equipment/apparatus replacement.</p> <p>■ Time schedule – Provide a schedule for construction and implementation of all phases of development.</p>	
<p>4. Agency Review – Project Plan. The Agency shall either accept the Project Plan or provide comments for District response.</p>	<p>Within thirty (30) days after Submission of the Project Plan to the Agency.</p>
<p>5. Submission – Annual Compliance Report. District shall submit Annual Compliance Report to the Agency for acceptance.</p>	<p>Annually by August 31. Acceptance of the Annual Compliance Report is required prior to disbursing certain funds as detailed in Attachment B.</p>
<p>6. Agency Review- Annual Compliance Report. The Agency shall either accept the Annual Compliance Report or provide comments for District response.</p>	<p>Within seven (7) days after the Agency receives the Annual Compliance Report.</p>

All defined terms used in this Schedule of Performance shall have the same meanings as given them in the Agreement.

ATTACHMENT B

DISBURSEMENT SCHEDULE

The Agency agrees to make the following disbursements to the District:

- a. For Fiscal Year 2007/2008, the Agency will disburse \$2,855,000 for the District's use pursuant to the following schedule:
 1. \$155,000 will be disbursed within 60 days of the Agency's acceptance of the Initial Project Costs Estimate & Project Budget.
 2. \$2,700,000 will be disbursed within 60 days of the Agency's acceptance of the Project Plan and whichever of the following occurs first:
 - The District opens escrow on a Project Site consistent with the Project Plan;
 - The Agency receives bond proceeds as a result of issuing bonds to cover its obligations to the District and other funded programs; or
 - September 1, 2009.
- b. For Fiscal Year 2008/2009, the Agency will disburse \$ 205,000 for the District's use within 60 days of the Agency's acceptance of the District's 07-08 Annual Compliance Report.
- c. For Fiscal Year 2009/2010, the Agency will disburse \$ 450,000 within 60 days of the Agency's acceptance of the District's 08-09 Annual Compliance Report.
- d. For Fiscal Year 2010/2011 and each fiscal year thereafter through Fiscal Year 2039/2040 as provided for in Section 203, the Agency will disburse \$400,000 each year within 60 days of the Agency's acceptance of the District's prior year Annual Compliance Report.

All defined terms used in this Schedule of Performance shall have the same meanings as given them in the Agreement.

**FIRST AMENDMENT TO COOPERATION AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO
AND LAKESIDE FIRE PROTECTION DISTRICT
(UPPER SAN DIEGO RIVER IMPROVEMENT PARK PROJECT)**

THIS FIRST AMENDMENT is entered into by and between the **REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO** (the "Agency") and **LAKESIDE FIRE PROTECTION DISTRICT** (the "District") this 23rd day of March, 2010. The Agency and the District agree as follows:

1. RECITALS

1.1 The Redevelopment Plan for the Upper San Diego River Development Improvement Project ("USD RIP") was approved and adopted on July 18, 1989 by the Board of Supervisors of the County of San Diego by Ordinance No. 7652, and subsequently amended on March 17, 1995, by Ordinance No. 8508, and September 26, 2007 by Ordinance Nos. 9886, 9887, and 9888 ("Redevelopment Plan").

1.2 On September 26, 2007, the Board of Directors of the Agency authorized the Clerk of the Board to execute the Cooperation Agreement between the Agency and the District ("Cooperation Agreement") and further authorized the Director of the Department of Planning and Land Use to make any necessary approvals and execute any subsequent amendments under the Cooperation Agreement.

1.3 The District has requested that the Agency funding assistance provided for in the Cooperation Agreement be changed to provide for an increase in the annual disbursement from \$400,000 to \$550,000, and a final disbursement on Fiscal Year 2029/2030.

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

2. Amended Language

2.1 The definition of "Project Cost" contained in Section 102 of the Cooperation Agreement shall be replaced in its entirety to read:

"Project Cost" shall mean those costs associated with the design and development of the Project, including, but not limited to, the cost of financing, architectural and engineering services; Project Site acquisition; design of the Project; legal fees directly related to the financing, acquisition and construction of the Project; securing all

relevant environmental, development and construction permits; and construction of the Project.

2.2 Section 203 a. of the Cooperation Agreement shall be replaced in its entirety with the following:

The Agency agrees to pay to the District a total of \$14,510,000, to be paid to the District in annual disbursements as identified in the Disbursement Schedule, attached as Attachment B, and incorporated into this Agreement by reference. Upon written approval of both the Agency and the District, the Agency may make disbursements under this Agreement prior to the time payment is due in the Disbursement Schedule.

2.3 Section 203 d. of the Cooperation Agreement shall be replaced in its entirety with the following:

The Agency is in no way obligated to make any payment under this Agreement if the Agency fails to receive tax increment monies or cannot make the payment as a result of Agency having to make legislative budget shifting payments, including but not limited to payments to an educational revenue augmentation fund or supplemental educational revenue augmentation fund.

2.4 Section 203 of the Cooperation Agreement is amended to add the following subsections:

e. The Agency pledges all tax increment revenues allocated to the Agency under the Redevelopment Plan (the "Tax Revenues") that are lawfully available to be used to make the disbursements to the District provided for in this Agreement (the "District Payments").

f. The Agency shall not issue or incur new obligations payable from Tax Revenues on a basis senior to the payment of the District Payment, without the written consent of the District. The Agency may issue or incur new obligations payable from Tax Revenues on a parity with the District Payments ("Parity Obligations"), if doing so will not impair the ability of the Agency to make District Payments under this Agreement. Agency agrees to provide written notification to the District prior to the encumbrance of any Parity Obligation

2.5 ATTACHMENT B DISBURSEMENT SCHEDULE, Section d. of the Cooperation Agreement is amended in its entirety to read:

For Fiscal Year 2010/2011 and each fiscal year thereafter through Fiscal Year 2029/2030 as provided for in Section 203, the Agency will disburse \$550,000 each year within 60 days of the Agency's acceptance of the District's prior year Annual Compliance Report.

3. General Provisions

3.1 Except as expressly modified by this First Amendment, the Cooperation Agreement shall remain in full force and effect.

3.2 District and Agency hereby represent that the persons executing this Agreement on their behalf have full authority to do so and to bind each of the District and Agency to perform pursuant to the terms and conditions of this Agreement.

3.3 This First Amendment may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

IN WITNESS WHEREOF, Agency and District have signed this Agreement as of the dates set opposite their signatures.

**REDEVELOPMENT AGENCY OF
THE COUNTY OF SAN DIEGO**

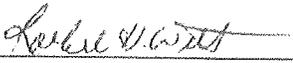
Date: 3/26/2010

By: 

Name: Eric Gibson

Title: Director, Dept. of Planning & Land Use

APPROVED AS TO FORM AND LEGALITY
John J. Sansone, Agency General Counsel

By: 
Rachel H. Witt, Senior Deputy

LAKESIDE FIRE PROTECTION DISTRICT

Date: 3-24-10 By: 

Name: Andy Parr
Title: Interim Fire Chief

APPROVED AS TO FORM AND LEGALITY:
MCDOUGAL, LOVE, ECKIS, BOEHMER & FOLEY
District General Counsel

By: 
Hilda R. Mendoza



Lakeside Fire Protection District

12365 Parkside Street
Lakeside, CA 92040
Business (619)390-2350
Fax (619)443-1568

COPY

Rick Smith
President, Board of Directors

RESOLUTION #10-012

RESOLUTION OF THE BOARD OF DIRECTORS OF LAKESIDE FIRE PROTECTION DISTRICT, LAKESIDE, CALIFORNIA,

APPROVING THE FIRST AMENDMENT TO COOPERATION AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO AND LAKESIDE FIRE PROTECTION DISTRICT (UPPER SAN DIEGO RIVER IMPROVEMENT PARK PROJECT)

WHEREAS, on August 14, 2007, the Board of Directors of the Lakeside Fire Protection District ["District"] approved the Cooperation Agreement by and between the Redevelopment Agency of the County of San Diego ["Agency"] and the District; and

WHEREAS, the District has requested that the Agency agree to increased disbursement amounts pursuant to the Cooperation Agreement; and

WHEREAS, the District and the Agency desire to amend the Cooperation Agreement to allow for increased disbursement amounts for a total amount of \$14,510,000.00.

NOW, THEREFORE, be it resolved by the Board of Directors of the DISTRICT as follows:

1. That the Board of Directors finds that the above-listed recitals are true and correct.
2. That the Board of Directors hereby approves the First Amendment to Cooperation Agreement between the Redevelopment Agency of the County of San Diego and Lakeside Fire Protection District (Upper San Diego River Improvement Park Project) that is attached hereto as Exhibit "A," and authorizes the Board President to execute the Agreement.

PASSED and ADOPTED by the Board of Directors of the Lakeside Fire Protection District, County of San Diego, State of California, on the 23rd Day of March, 2010, by the following vote:

AYES: Johnson, Smith, Coyle, Liebig, Bingham

NOES:

ABSTAIN:

ABSENT:

Rick Smith
Board President

Laura Fernandez
Clerk of the Board

FINANCING AGREEMENT

THIS AGREEMENT is entered into by and between the REDEVELOPMENT AGENCY OF THE COUNTY OF SAN DIEGO (the "Agency") and SAN DIEGO RIVER CONSERVANCY ("SDRC"), an independent, non-regulatory agency within the Resources Agency of the State of California. The Agency and SDRC agree as follows:

PART 1. SUBJECT OF AGREEMENT

SECTION 101 Recitals

a. The Redevelopment Plan for the Upper San Diego River Improvement Project ("USDRIP") was approved and adopted on July 18, 1989 by the Board of Supervisors of the County of San Diego by Ordinance No. 7652, and subsequently amended on March 17, 1995, by Ordinance No. 8508, and September 26, 2007 by Ordinance Nos. 9886, 9887, and 9888 ("Redevelopment Plan"). The Redevelopment Plan is incorporated herein by reference and made part hereof as though fully set forth herein.

b. SDRC has been awarded a grant for \$787,562 in Proposition 40 funds by the State Natural Resources Agency to construct a one-mile segment of the San Diego River Trail that will connect the new Lakeside Baseball Park to the existing trails in the eastern portion of USDRIP ("Resources Grant"). SDRC will execute a grant to Lakeside's River Conservancy ("LRPC") for performance of the Scope of Work under the Resources Grant ("Project Grant").

c. SDRC has requested financial assistance from the Agency whereby the Agency will advance funds for the Project and SDRC will repay the Agency with reimbursements received from the Resources Grant; and, if necessary, agrees to in good faith secure alternative sources of funds for repayment.

d. The Project is a component of the Redevelopment Plan and will directly service the Redevelopment Project Area.

e. SDRC and Agency wish to cooperate with one another to complete the Project.

f. The governing body of SDRC and the Agency Board by their respective resolutions duly adopted, have made the required determinations under Redevelopment Law in order to approve this Agreement.

SECTION 102 Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Agency" shall mean the Redevelopment Agency of the County of San Diego, California.

"County" shall mean the County of San Diego, California.

"Agency's Designated Official" shall mean the County's Director of Planning and Land Use or the designee of the County's Director of Planning and Land Use.

"Effective Date of this Agreement" shall mean the date on which this Agreement is fully executed.

"Project" shall mean the development and construction of the trail that will serve the USDRIP Project Area as fully described in Section 103.

"Project Cost" shall mean the amount the Agency agrees to advance to SDRC for the costs associated with the design and development of the Project.

"Project Grant" shall mean the grant from SDRC to Lakeside's River Conservancy.

"Resources Grant" shall mean the grant from the Natural Resources Agency to SDRC, Grant Agreement No. 40720-09, incorporated in this Agreement in its entirety as Exhibit 1.

"SDRC" shall mean the San Diego River Conservancy.

"LRPC" shall mean Lakeside's River Park Conservancy.

SECTION 103 The Project

SDRC will use funds provided by the Agency to construct 0.95 miles of trail along the San Diego River in the unincorporated community of Lakeside implementing a portion of the 52-mile San Diego River Trail and helping to implement the San Diego County Trails Master Plan. The proposed trail will link and enhance a series of partial trail improvements that are found in this segment of the San Diego River Trail. This proposed trail segment will serve both a regional need to connect the 52 mile San Diego River Trail to provide new regional recreational and interpretive opportunities to visitors of the river and a local need to provide those same opportunities to citizen's in the community of Lakeside lodge pole fencing along both sides to deter human encroachment into sensitive habitat, interpretive signage and three permanent trashcans. The project is more fully described in the attached Resources Grant, Exhibit 1

SECTION 104 The Agency

a. The address of the Agency for purposes of receiving notices pursuant to this Agreement is Department of Planning and Land Use, 5201 Ruffin Road, Suite B, San Diego, California, 92123-1666.

b. "Agency" as used in this Agreement includes any assignee or successor to its rights, powers and responsibilities.

SECTION 105 SDRC

a. The address of SDRC for purposes of receiving notices pursuant to this Agreement is 1350 Front Street, Suite 3024, San Diego, California, 92101.

b. "SDRC" as used in this Agreement includes any assignee or successor to its rights, powers and responsibilities.

PART 2 FUNDING OF THE PROJECT

SECTION 201 Project Cost

The parties agree that, contingent on Agency funds being available, the Agency shall advance \$787,562 pursuant to Section 203 under this Agreement which shall only be used by SDRC for purposes authorized by the Project Grant as allowed for under the California Community Redevelopment Law, Health & Safety Code section 33000, et seq. and the Proposition 40 Program and Resources Grant. The total amount disbursed under this Agreement shall not exceed \$800,000.

SECTION 202 Schedule of Performance

SDRC shall comply with all of the terms and conditions, including but not limited to the Schedule of Performance, of the Resources Grant.

SECTION 203 Agency Funding & SDRC Repayment of Project

- a. Contingent on Agency funds being available, the Agency agrees to advance to SDRC a total of \$787,562, to be disbursed to SDRC as follows:
 - i. Within 10 days after the Effective Date of this Agreement, the Agency shall make an initial disbursement of \$100,000;
 - ii. Agency shall make a second disbursement in the amount of \$100,000 within 10 days of the Agency's receipt of an SDRC payment in an amount of at least 80% of the initial disbursement described in subsection (i);
 - iii. Subsequent disbursements, any of which will not exceed \$100,000, shall be made within 10 days of the Agency's receipt of an SDRC payment of at least 80% of the prior disbursement ("80% Payment");
 - iv. The total number of disbursements shall in no way exceed \$787,562.
- b. All disbursements made under this Agreement shall be used by SDRC for the purposes authorized under the California Community Redevelopment Law, Health & Safety Code section 33000, et seq., the Proposition 40 Program and the Resources Grant.
- c. The final SDRC payment shall be made within 60 days SDRC receives its reimbursement from the Resources Grant.
- d. All payments made by SDRC shall be made to the Redevelopment Agency of the County of San Diego.
- e. Payments received by the Agency from SDRC under this Agreement will be applied to the unpaid principal balance of the Project Cost. No interest shall accrue on the

disbursements made under this Agreement.

f. If SDRC does not receive reimbursement under the Resources Grant, due to termination of funding, failure of SDRC to comply with the Resources Grant, or any other reason, SDRC shall notify the Agency of the same within 10 days. If reimbursement fails to occur, SDRC and the Agency agree to meet, confer and coordinate in good faith an effort that enables SDRC reasonable time to secure alternative sources of repayment.

g. If SDRC fails to make the 80% Payment to the Agency within a year of the disbursement, then the total amount of the outstanding balance shall become a 10-year loan, accruing no interest, with equal installments paid annually. The first payment shall be made at a time mutually agreed upon by the parties, but in no case will exceed 2 years from the date of the disbursement.

h. The Agency may, at its sole discretion, disburse funds in an amount greater than any amount listed above. If the Agency so elects to increase the disbursement, SDRC agrees that, pursuant to this Section, subsequent disbursements will not be made until at least 80% of the prior disbursement is repaid.

i. In addition to any other reason allowed for under this Agreement, it is understood between the parties that a disbursement to SDRC under this Agreement will not occur if USDRIP tax increment funds are insufficient or unavailable due to the Agency being required to make payment to the Supplemental Educational Revenue Augmentation Fund (SERAF).

SECTION 204 Inspection of Books and Records

The Agency shall have the right to inspect the books and records of SDRC directly relating to the Project which are pertinent to the purposes of this Agreement during regular business hours, upon its issuance to SDRC of seventy-two (72) hours' prior written notice. Agency will maintain the confidentiality of the records to the extent allowed by law.

PART 3 **DEFAULTS and REMEDIES**

SECTION 301 Defaults - General

a. Subject to the extensions of time set forth in SECTION 402, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b. Either party shall give written notice of default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights

or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of thirty (30) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured party.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within sixty (60) calendar days after such notice is received or deemed received, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within sixty (60) days, and the party in default (i) initiates corrective action within said period, and ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party. In no event shall the injured party be precluded from exercising remedies if its economic interests become or are about to become materially jeopardized by any failure to cure a default, as provided in this Part 3.

e. In the event either party defaults under this Agreement and the defaulting party is unable to cure the default, as provided for in this Section, the non-defaulting party may seek legal action in accordance with this Part 3.

SECTION 302

Institution of Legal Actions

In addition to any other rights or remedies (and except as otherwise provided in this Agreement), either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court of that county, or in the United States District Court for the Southern District of California.

SECTION 303

Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

SECTION 304

Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

SECTION 305

Damages

Subject to the notice and cure provisions of SECTION 301, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party.

SECTION 306

Specific Performance

Subject to the notice and cure provisions of SECTION 301, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party

PART4 GENERAL PROVISIONS

SECTION 401

Notices

Formal notices, demands and communications between Agency and SDRC shall be deemed sufficiently given if dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of Agency and SDRC as set forth in SECTIONS 104 and 105 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

SECTION 402

Enforced Delay: Extension of Time of Performance

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, and failure or delay to issue any required permit or approval despite the SDRC's having taken all reasonable actions required for such permit or approval, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and

until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended by written agreement of the Agency and the SDRC.

SECTION 403

Conflict of Interest

a. No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

b. SDRC warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

SECTION 404

Nonliability of Party Officials and Employees

a. No member, official, agent, legal counsel or employee of the Agency shall be personally liable to SDRC, or any successor in interest in the event of any default or breach by Agency or for any amount which may become due to SDRC or successor or on any obligation under the terms of this Agreement.

b. No member, official, agent, legal counsel or employee of SDRC shall be personally liable to Agency, or any successor in interest in the event of any default or breach by SDRC or for any amount which may become due to Agency or successor or on any obligation under the terms of this Agreement.

SECTION 405

Construction and Interpretation of Agreement

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized

b. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable,

there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

c. The captions of the parts, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

d. References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) shall mean, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

SECTION 406 Time of Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

SECTION 407 No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other relationship between the parties, or cause either party to be responsible in any way for the debts or obligations of the other party to this Agreement, or any other party.

SECTION 408 Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

SECTION 409 No Third Party Beneficiaries

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of Agency and SDRC, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

SECTION 410 Authority to Sign

SDRC and Agency hereby represent that the persons executing this Agreement on their behalf have full authority to do so and to bind each of the SDRC and Agency to perform pursuant to the terms and conditions of this Agreement.

SECTION 411 Incorporation by Reference

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

SECTION 412 Indemnification

SDRC shall indemnify and hold harmless the Agency and its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with SDRC's performance of this Agreement, except to the extent any such claim, loss, injury or damage arises out of or in connection with the sole negligence, or willful misconduct of personnel employed by the Agency or County. SDRC shall reimburse the Agency for all costs, attorneys' fees, expenses and liabilities incurred in any action or litigation to enforce this Agreement.

SECTION 413 Counterparts

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

PART 5 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement includes 10 pages and 1 attachment, which constitutes the entire understanding and agreement of the parties.

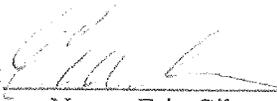
b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

c. All approvals and waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency or SDRC, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and SDRC.

IN WITNESS WHEREOF, Agency and SDRC have signed this Agreement as of the dates set opposite their signatures.

**REDEVELOPMENT AGENCY OF
THE COUNTY OF SAN DIEGO**

Date: 10/12/09

By: 

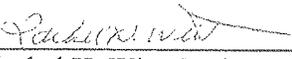
Name: Eric Gibson
Title: Director of Planning and Land Use

APPROVED AND/OR AUTHORIZED BY
THE REDEVELOPMENT AGENCY OF
THE COUNTY OF SAN DIEGO BOARD

DATE: Tuesday April 7, 2009 MINUTE ORDER NO. 1

By: Members of the County of San Diego Redevelopment Agency

APPROVED AS TO FORM AND LEGALITY
John J. Sansone, Agency General Counsel

By:  10/6/09
Rachel H. Witt, Senior Deputy

SAN DIEGO RIVER CONSERVANCY

Date: 10.2.09

By: 

Name: Michael Nelson
Title: Executive Director

COUNTY OVERSIGHT BOARD

4/23/12

AGENDA L

APPROVAL OF REPAYMENT SCHEDULE FOR AIRPORT ENTERPRISE FUNDLOAN

County Successor Agency
Gillespie Field Project Area Proposed Repayment Schedule

Agenda L
4/23/12

Fiscal Year	Repayment of Loan
2010-11	\$0
2011-12	\$150,000
2012-13	\$300,000
2013-14	\$500,000
2014-15	\$500,000
2015-16	\$500,000
2016-17	\$500,000
2017-18	\$500,000
2018-19	\$500,000
2019-20	\$350,350 *
2020-21	\$0
2021-22	\$0
2022-23	\$0
2023-24	\$0
2024-25	\$0
2025-26	\$0
2026-27	\$0
2027-28	\$0
2028-29	\$0
2029-30	\$0
2030-31	\$0
2031-32	\$0
2032-33	\$0

Total \$3,800,350

*Actual Final Payment is contingent on interest to be accrued
Loan accrues interest at the Treasurer's Investment Pool Rate

COUNTY OVERSIGHT BOARD

4/23/12

AGENDA M

**APPROVAL OF TRANSFER OF HOUSING ASSETS, RESPONSIBILITIES, AND
PROGRAMS**

**County Successor Agency
Transfer of Housing Responsibilities and Rights**

Agenda M
4/23/12

Housing Assets of the Former Redevelopment Agency of the County of San Diego

Cash

	Gillespie Field	\$ 2,058,585.38		
	USDRIP	\$ 923,712.96		
1	Total Cash		\$	2,982,298.34
2	Notes receivable-MAAC loan*		\$	1,000,000.00
3	Interest receivable-MAAC loan*		\$	229,315.07
4	Notes receivable-Chelsea Investment Corp loan		\$	2,417,073.00
5	Interest receivable-Chelsea Investment Corp loan		\$	141,505.32
6	Prepaid expense		\$	294,509.03

Transfer Totals:

	To County Successor Agency (cash only)		\$	2,982,298.34
	To County Successor Housing Agency		\$	4,082,402.42

*Metropolitan Area Advisory Committee

