SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
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December 15, 2015

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 December 15, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPT RESOLUTION AND AMENDED AND RESTATED AGREEMENT AUTHORIZING PAYMENT OF COUNTY GENERAL FUNDS TO THE CITY OF GLENDALE FOR PUBLIC IMPROVEMENT PROJECTS RELATED TO THE OCTOBER 17, 2000 AMENDMENT TO THE AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS FOR THE SAN FERNANDO ROAD CORRIDOR REDEVELOPMENT PROJECT (FIFTH DISTRICT AFFECTED) (4 VOTES)

SUBJECT

Recommendation to approve a Resolution and Amended and Restated Agreement for Allocation of Tax Increment Funds (Amended and Restated Agreement) allowing the County of Los Angeles to remit County General Funds directly to the City of Glendale for the County's contribution to public improvement projects pursuant to its obligations under the 2000 Amendment to the 1993 Agreement for the Allocation of Tax Increment Funds (1993 Agreement) for the San Fernando Road Corridor Redevelopment Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a Resolution and Amended and Restated Agreement authorizing the County Auditor-Controller to remit County General Funds to the City of Glendale in order to satisfy the County's obligation to contribute to public improvement projects as required by the 2000 Amendment to the 1993 Agreement for Allocation of Tax Increment Funds for the San Fernando Road Corridor Redevelopment Project. The Amended and Restated Agreement is necessary to continue the remittance of County funds pursuant to the 2000 Amendment, which was disrupted by the dissolution of redevelopment agencies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Resolution and Amended and Restated Agreement is to continue the County's obligations according to the 2000 Amendment, which was interrupted by the dissolution of redevelopment agencies. The Agreement for Allocation of Tax Increment Funds was originally adopted on March 11, 1993 (a copy of which is attached); it defines the allocation of tax increment revenue from the San Fernando Road Corridor Redevelopment Project (Project), and was signed by the City of Glendale (City), Glendale Redevelopment Agency (GRA), the Los Angeles County Office of Education (LACOE), and the County of Los Angeles (County). The 1993 Agreement was amended on October 17, 2000 (a copy of which is attached). The 750-acre Project includes the entire length of the San Fernando Road corridor within the City.

The 1993 Agreement provided the County with a negotiated share of tax increment, which was typical of redevelopment projects adopted at that time, and prior to AB 1290 (which eliminated negotiated pass-through agreements). The 1993 Agreement also included a County deferral clause (deferral of County's share of tax increment in the earlier years with repayment in the later years) to provide the GRA with additional tax increment for debt repayment, and a clause that required the County to assist in the financing of public improvements.

The 2000 Amendment provided that the County deferral, which was never used by the GRA, would be suspended during the period when the County contributes sixty percent of its share of tax increment for a specified list of public improvements (Exhibit A of the Amended and Restated Agreement). The County's contribution cannot exceed $74.1 million, and will expire at the 34th year of the project, or December 15, 2027. Completed commercial and infrastructure projects include: DreamWorks Animation Studio, ABC7 Studios, and the Grand Central Creative Campus. Completed public improvement projects include: freeway interchanges at State Highway 134 / Interstate Highway 5, the Larry Zarian Transportation Center, and SCRRA/Metrolink railroad grade crossing changes.

As part of the 2011 Budget Act, the California Legislature approved the dissolution of the state's redevelopment agencies (RDAs) with the passage of ABx1 26 (2011) and subsequent amendments (Dissolution Law). After a period of litigation, RDAs were dissolved on February 1, 2012. Successor agencies, whose actions are subject to the review of oversight boards and the approval of the DOF, were established to facilitate the wind down of the former RDAs. These activities include managing existing redevelopment projects, making payments on enforceable obligations, and disposing former RDAs' assets.

After dissolution, successor agencies are to wind down the affairs of the former redevelopment agencies, and "shall lack the authority to, and shall not, create new enforceable obligations or begin redevelopment work, except in compliance with an enforceable obligation…that existed prior to June 28, 2011." (Health and Safety Code Section 34177.3 (a)).

On February 1, 2012, the GRA was dissolved, and the City elected to become the Successor Agency to the GRA (Successor Agency). Prior to dissolution, the GRA was providing funds to the City, who would contract with vendors to complete the obligated infrastructure projects. Given the City's experience with implementing public improvement projects, funding was allocated to the City to administer and implement the public improvement projects. After dissolution, DOF disallowed payments to vendors whose contract was with the City, and not the Successor Agency. In order to meet the obligations of the 1993 Agreement and to continue to fund the projects consistent with the 2000 Amendment, DOF recommended terminating and assigning the Successor Agency's rights and obligations under the 1993 Agreement and 2000 Amendment to the City, which would bring the

process into compliance with Dissolution Law and allow the County to fulfill its obligations. Under the Amended and Restated Agreement, the Successor Agency will continue to receive its share of the tax increment to pay down its enforceable obligations.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The Amended and Restated Agreement will allow the County to continue to contribute its share towards the projects consistent with the 2000 Amendment. Prior to dissolution in 2012, the County contributed approximately $18.6 million towards public infrastructure projects, and will continue to contribute up to sixty percent of its tax increment share, for a total amount up to $74.1 million or until December 15, 2027, whichever comes first. The Auditor-Controller will thus remit the County's contribution towards public improvements to the City during each Recognized Obligation Payment Schedule period.

Accordingly, after each January and June Redevelopment Property Tax Trust Fund distribution, the County Auditor-Controller will report the County's contribution on the Remittance Summary Statements for both the City and the Successor Agency. Upon adoption of the attached Resolution and Amended and Restated Agreement by the respective parties and the approval by the DOF, the Auditor-Controller will release County funds that have been set-aside for the sixty percent contribution since dissolution in 2012 in the amount of $10.8 million. These funds reside in a special account outside the General Fund as they are obligations to the City, and their release will not have an impact on any budget of County funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amended and Restated Agreement will neither alter the requirements of the 1993 Agreement nor the 2000 Amendment, but allow the County's commitment to be fulfilled, consistent with Health and Safety Code Sections 34171(d)(1)(E) and 34177(h) of the Dissolution Law. In addition, the transfer of County funds to a city for infrastructure projects is allowable under Sections 1680-1683 of the California Streets and Highways Code. It provides that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended. County aid may be provided in the form of labor, equipment, and materials or as a direct payment to the City. The remittance of County General Funds to the City to fulfill its obligations under the 2000 Amendment is consistent with Sections 1680-1683.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will not impact or adversely affect any current services or future projects.

CONCLUSION

Please return two conformed copies of this approved Board recommendation, the adopted resolution, and the adopted Amended and Restated Agreement to the Chief Executive Office, Attention: Robert Moran.

Respectfully submitted,

SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:SK:MM:R
M:yjf

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

RESOLUTION FOR COUNTY OF LOS ANGELES TO CONTRIBUTE COUNTY FUNDS TO THE CITY OF GLENDALE FOR PUBLIC IMPROVEMENT PROJECTS AS COMMITTED IN THE 2000 AMENDED AGREEMENT TO THE 1993 AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS FOR THE SAN FERNANDO ROAD CORRIDOR REDEVELOPMENT PROJECT

IT IS RESOLVED that the remittance of sixty percent of the County General Fund's and Flood Control District's pass-through shares for the San Fernando Road Corridor Redevelopment Project consistent with the October 17, 2000 Amendment to the 1993 Agreement for Allocation of Tax Increment Funds, to the City of Glendale is of general County interest. The County's contribution shall be provided for this purpose to be expended in accordance with the Amended and Restated Agreement for Allocation of Tax Increment Funds and all applicable provisions of law, including Sections 1680-1683 of the California Streets and Highways Code and all applicable provisions of the Redevelopment Dissolution Act, enacted by ABx1 26 (2011) and subsequently amended. The details of the public improvement projects are found attached hereto as Exhibit A Focused Regional Improvement List.

The foregoing Resolution was adopted on the _____ day of _____, 2015, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

RESOLUTION FOR COUNTY OF LOS ANGELES TO CONTRIBUTE COUNTY FUNDS TO THE CITY OF GLENDALE FOR PUBLIC IMPROVEMENT PROJECTS AS COMMITTED IN THE 2000 AMENDED AGREEMENT TO THE 1993 AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS FOR THE SAN FERNANDO ROAD CORRIDOR REDEVELOPMENT PROJECT

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The foregoing Resolution was adopted on the 15th day of December 2015, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Lachelle Smitherman
Deputy

APPROVED AS TO FORM

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

ATTACHMENT A

Focused Regional Improvement List

Improvements	Description of Improvement	Cost
Transportation and Related Improvements		
Flower Street (N/S)	Roadway reconstruction, turn pockets, signals, restriping, right of way	$8,527,224
Flower Street, Western to Sonora	Turn pockets, landscaping, electrical	$524,643
Sonora Avenue	Street overlay, electrical	$1,407,405
Victory Blvd./Riverside Drive/Sonora Avenue	Intersection improvements, signal	$216,082
Riverside Drive/SR-134 offramp	Intersection improvements, signal	$216,082
Riverside Drive/Zoo Drive	Intersection improvements, signal	$216,082
Lake Street/Western Avenue	Intersection improvements, signal	$293,052
Sonora Avenue/Air Way	Intersection improvements, signal, rail signal	$1,030,068
San Fernando Road: Spazier to Cleveland	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$8,059,210
San Fernando Road: Cleveland to SR-134	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$3,734,200
San Fernando Road/Sonora Avenue Intersection	Intersection improvements, signal	$435,071
San Fernando Road/Grandview Avenue Intersection	Intersection improvements, signal	$1,746,400
San Fernando Road/Flower Street (E/W)	Intersection improvements, signal	$1,674,376
San Fernando Road: SR-134 to Windsor	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$7,747,000
San Fernando Road: Windsor to Brand	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$7,273,100
Flower Extension Bikeway	Bikeway extension	$108,324
Freeway and Arterial Improvements		
SR-134/US 101 Rail Connector	San Fernando to San Gabriel Valley rail connector to LA-Pasadena Blue Line – Study of freeway right-of-way	$5,000,000
I-5 Phase III: Air Way, Winchester, Western	Extension of Winchester from Flower to Air Way, and Air Way, Western Ave. intersection improvements and right of way as a result of ramp	$10,925,222
Water & Reclaimed		
Flower Street	Water system upgrade and new reclaimed waterline, fire hydrants, valves, service modifications to existing services, pipe removals, shoring and temporary connections	$428,602
San Fernando Road	Water system upgrade and new reclaimed waterline, fire hydrants, valves, service modifications to existing services, pipe removals, shoring and temporary connections	$429,800
Sewer		
Flower Street	Sewer main line upgrade	$279,349
Flower Street Extension Main Relocation	Sewer main line upgrade, new construction	$594,720
San Fernando Road, Grandview to SR-134 (	New construction of sewer system	$485,400

AMENDED AND RESTATED AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS

This AMENDED AND RESTATED AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS (the "A&R Agreement") is made and entered into this 15th day of December, 2015, by and between the GLENDALE SUCCESSOR AGENCY ("Successor Agency"), as successor to the former Glendale Redevelopment Agency ("GRA"), the CITY OF GLENDALE ("City"), the LOS ANGELES COUNTY OFFICE OF EDUCATION ("LACOE"), and the COUNTY OF LOS ANGELES ("County") (collectively, the "Parties") with reference to the following facts:

RECITALS

WHEREAS, the City and GRA held a joint public hearing on November 24, 1992 for the purpose of considering the approval and adoption of the Redevelopment Plan for the San Fernando Road Corridor Redevelopment Project (the "Plan"), and the City adopted an ordinance # 5003 (the "Ordinance") approving and adopting the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33333.2, the Plan established a $990,000,000 as the limitation on the number of tax dollars which may be divided and allocated to the GRA, pursuant to Health and Safety Code Section 33670, without an amendment to the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33334.1, the Plan established $370,000,000 as the limit on the amount of bonded indebtedness which could be outstanding at any one time without an amendment to the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33401 and based on City and GRA findings in compliance with the provisions of the Plan as required by Health and Safety Code section 33338.1, on March 11, 1993, the GRA, City, LACOE, and County entered in an Agreement for Allocation of Tax Increment Funds (the "1993 Agreement"); and

WHEREAS, the 1993 Agreement provided for the allocation of tax increment revenue from the Plan for the San Fernando Road Corridor Redevelopment Project (the "Project") between the GRA, City, LACOE, and County, and required that certain payments be made to County ("County Share") and LACOE ("LACOE Share") from tax increment funds allocated to GRA pursuant to Health and Safety Code Section 33670; and

WHEREAS, the Parties found and determined that the 1993 Agreement would alleviate any detrimental financial effects described in Health and Safety Code Sections 33012 and 33401 relating to the Project by ensuring that the taxing entities receive their full share of property tax revenues; and

WHEREAS, although the 1993 Agreement provided that a portion of the County Share was to be loaned to GRA (the "County Deferral") and be repaid by the GRA prior to the end of the thirty-fifth (35th) year of the Plan, the GRA did not obtain a County Deferral from a portion of

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the County Share. GRA was not and is not obligated to repay any County Deferral pursuant to Section 4(d) of the 1993 Agreement and the County Deferral provisions are not applicable; and

WHEREAS, at the time the Parties entered into the 1993 Agreement, it was contemplated that the County might assist in the future with the financing of certain public improvements, to be constructed by City and/or GRA, using funds derived from the County Share, so long as the improvements benefitted the County and the Project area; and

WHEREAS, on October 17, 2000, the Parties entered into an amendment to the 1993 Agreement (the "Amended Agreement") to modify provisions pertaining to the County Deferral and financing of certain public improvements. Section 4 of the 1993 Agreement was amended to suspend and make the County Deferral provisions inoperative during any period the GRA elected to receive contributions from the County under Section 6 "Public Improvements" of the 1993 Agreement. Section 6 was replaced with a new Section 6 entitled "Public Improvements" which recognized and incorporated an attachment entitled "Focused Regional Improvement List" (the "Improvements") that the Parties agreed are mutually beneficial; and

WHEREAS, pursuant to the Amended Agreement, the County agreed to assist with funding the Improvements constructed by either the City or GRA by contributing a maximum of $74.1 million dollars towards the design, engineering, administrative, construction, management and other expenses related to the Improvements through the use of an amount up to 60 percent of the County Share of the annual Tax Increment Revenues that would otherwise be allocated to the County (the "County Share for the Improvements"); and

WHEREAS, the Amended Agreement directs payment to the Successor Agency as successor to the GRA to receive the County Share for the Improvements on behalf of City and GRA; and

WHEREAS, the Amended Agreement specified that the County Share for the Improvements will cease on December 15, 2027, and that the County shall not be responsible for any Improvements not so funded thereafter; and

WHEREAS, on June 28, 2011, ABx1 26 was signed into law and dissolved all redevelopment agencies effective February 1, 2012. In June 2012, AB 1484 was signed into law to amend and clarify certain provisions of ABx1 26. Collectively, ABx1 26 and AB 1484 are known as the "Dissolution Act". Pursuant to the Dissolution Act, all remaining duties and obligations of the former redevelopment agencies were assumed by the successor agencies and successor agency actions are subject to the review and approval of oversight boards and the state Department of Finance ("DOF"). As authorized by the Dissolution Act, the City elected to become the Successor Agency to the GRA, and since February 1, 2012 has proceeded with unwinding the GRA's activities as required by the Dissolution Act; and

WHEREAS, in light of the dissolution of the redevelopment agencies, and in order to complete the Improvements and continue administration of the 1993 Agreement and the Amended Agreement (the "Agreements"), the Parties desire to amend and restate the Agreements in order to terminate the Successor Agency's rights and obligations under the

Agreements and assign the Successor Agency's rights and obligations under the Agreements to the City; and

WHEREAS, pursuant to Health and Safety Code Section 34171(d)(1)(E), the Successor Agency, with the approval of its Oversight Board, is terminating its rights and obligations under the Agreements and is assigning the Successor Agency's rights and obligations under the Agreements to the City, except as provided in SECTION 7 of this A&R Agreement; and

WHEREAS, the Parties agree that this A&R Agreement by terminating the rights and obligations of the Successor Agency in the Agreements, except as provided in SECTION 7 of this A&R Agreement, satisfies the intent of the Dissolution Act to expeditiously wind down the affairs of the Successor Agency pursuant to Health and Safety Code Section 34177(h); and

WHEREAS, the Successor Agency's Oversight Board has determined that, i) the assignment to the City of the Successor Agency's rights and obligations under the Agreements, ii) the transfer to the City of any restricted funds held by the Successor Agency that were restricted for use for the Improvements, iii) the receipt by the City of any funds owing to the Successor Agency under the Agreements that are being held by the County, and iv) the termination of the Successor Agency's rights and obligations under the Agreements, will fulfill the purposes of the Dissolution Act to wind down the Successor Agency and relieve the Successor Agency of all on-going obligations under the Agreements and is in the best interests of the taxing entities; and

WHEREAS, the Parties acknowledge and agree that upon the effective date of this A&R Agreement, the Successor Agency's assignment of rights and obligations to the City shall become effective and the Successor Agency's rights and obligations under the Agreements shall terminate; and

WHEREAS, this A&R Agreement is also necessary to amend certain provisions of the Agreements in order to recognize the Redevelopment Property Tax Trust Fund distribution cycle under Health and Safety Code Section 34183 and to incorporate terms necessary to properly administer fund distribution, payments, and audit rights under the Agreements.

NOW, THEREFORE, for and in consideration of the foregoing, the Parties do hereby agree as follows:

SECTION 1. Definitions.

(a) "Assessment Roll" shall mean the 1992-93 assessment roll, which was the last roll equalized prior to the effective date of the Ordinance adopting the Plan. The Assessment Roll shall be utilized as the base year assessment roll for computation and allocation of the payments to the Successor Agency, City, LACOE, and County pursuant to Health and Safety Code Section 33670 and the provisions of this A&R Agreement.

(b) "Successor Agency Share" of Property Tax Revenues shall mean that respective portion of Property Tax Revenues which were previously allocated to the GRA as a result of a division of taxes pursuant to Health and Safety Code Section 33670, less the County Share and LACOE Share. For the purpose of this A&R Agreement, the Successor Agency Share from the Project area shall be forty-two and thirty-two hundredths percent (42.32%), which distribution shall be according to Health and Safety Code Section 34183.

(c) "County Share" of Property Tax Revenues shall mean that portion of property taxes generated from the basic tax levy within the Project area which would be allocated to the County in the absence of a division of taxes pursuant to Health and Safety Code Section 33670. For purposes of this A&R Agreement, the County Share shall be fifty-seven and twenty two hundredths percent (57.22%) (representing the County General Fund: 55.28%; and Flood Control District: 1.94%).

(d) "Indebtedness" shall mean GRA's existing enforceable obligations required to finance the Project either listed on the Successor Agency's approved Due Diligence Review or listed on the Successor Agency's Recognized Obligation Payment Schedule approved by the Successor Agency and Oversight Board for the Successor Agency and the State Department of Finance.

(e) "LACOE Share" of Property Tax Revenues shall mean that portion of property taxes generated from the basic tax levy within the Project area which would be allocated to LACOE in the absence of a division of taxes pursuant to Health and Safety Code Section 33670. For purposes of this A&R Agreement, the LACOE Share shall be forty-six hundredths percent (0.46%).

(f) "Property Tax Revenues" shall mean that portion of property tax revenues generated by application of the basic tax levy to any increases in the respective assessed valuation within the Project area which would otherwise have been previously allocated to the GRA pursuant to Health and Safety Code Section 33670 but after the Dissolution Act is deposited into the Redevelopment Property Tax Trust Fund for distribution pursuant to Health and Safety Code Sections 34182 (c)(1) and 34183.

SECTION 2. Allocation of Property Tax Revenues.

Pursuant to Health and Safety Code Section 34183 and other applicable statutes, the Property Tax Revenues for the Project shall be distributed as follows:

(a) Subject to the provisions of SECTION 4 herein, the County shall be allocated the County Share as defined in SECTION 1 (c) of this A&R Agreement.

(b) LACOE shall be allocated the LACOE Share as defined in SECTION 1 (e) of this A&R Agreement.

(c) Successor Agency shall be allocated the Successor Agency Share as defined in SECTION 1 (b) of this A&R Agreement.

(d) Subject to the provisions in SECTION 4 herein, the County shall distribute the County Share of the Improvements to the City during each Redevelopment Property Tax Trust Fund cycle pursuant to Health and Safety Code Section 34183.

(e) The amount of Property Tax Revenues distributed in this SECTION 2 shall be computed as though the requirement to set aside funds for the Low and Moderate Income Housing Fund was still in effect.

SECTION 3. Tax Rate Increases.

In addition to the portion of taxes allocated to the County and LACOE pursuant to Health and Safety Code Section 33670(a) and any payments made pursuant to SECTION 2 herein, an

amount equal to all that portion of the tax revenues otherwise allocable to the Successor Agency pursuant to Health and Safety Code Section 33670(b) attributable to increases in the rate of tax levied or imposed for the benefit of the County or LACOE, which levy occurs after the date of the 1993 Agreement, shall be allocated to the County and LACOE pursuant to Health and Safety Code Section 33676(a)(1).

SECTION 4. Public Improvements.

(a) In the event the GRA had constructed, or in the event the City has constructed or constructs, or caused or causes to be constructed, or participates in the construction of any public improvements listed on Exhibit "A" hereto ("Improvements"), which the Parties to this A&R Agreement mutually agree are of benefit to the County and the Project area, the County shall assist with the financing of said Improvements. Only those improvements listed in Exhibit "A" may qualify for County contribution. The cumulative total of County contributions toward the Improvements shall not exceed $74.1 million under any circumstances. The costs for the Improvements shown on Exhibit "A" may include design, engineering, administrative, construction and management, and other expenses related to the Improvements.

(b) The County shall make available for the Improvements an amount equal to sixty percent (60%) of the County Share of annual Property Tax Revenues that would otherwise be allocated hereunder (the "County Share for the Improvements"). The County Share for the Improvements shall be paid to the City during each Redevelopment Property Tax Trust Fund cycle pursuant to the Health and Safety Code Section 34183 as specified in SECTION 2(d) herein above.

(c) The contributions made by the County under SECTION 4 herein shall cease with the scheduled payment in the 34th year of the Project. The Parties hereby acknowledge and agree that the completion of the 34th year will occur on December 15, 2027. The County shall not be responsible for any Improvement not so funded.

(d) The City shall continue throughout the life of the Project to use its best efforts to identify alternate funding sources for the Improvements. In the event that any alternate funding is secured by the City for the Improvements, the County shall only be responsible for contributions to fund the remaining Improvements.

SECTION 5. County-Owned/Leased Property.

The development by the County or LACOE of any real property owned or leased by such entities within the Project area shall not be subject to the approval or control of the Successor Agency beyond that available to the City prior to the date of execution of the 1993 Agreement, except with the written consent of the County.

SECTION 6. Administration.

(a) Following the City's receipt of the County Share for the Improvements, the City shall annually determine and report to the County Chief Executive Officer prior to October 1st of each year, the annual amount of the County Share which will be used to assist in the financing of the Improvements. City's report to the County Chief Executive Officer shall provide the following information: (i) a report on the status of implementation of the Improvements, and (ii) a financial report on the status of total funds provided in accordance with the provisions of this A&R Agreement.

(b) The County Auditor-Controller ("Auditor-Controller") shall determine, document and distribute Property Tax Revenues in accordance with this A&R Agreement and as provided by the Dissolution Act, as follows: The Auditor-Controller shall determine 1) the total amount of Property Tax Revenue generated within the Project area; 2) the total amount of Property Tax Revenue allocated to the Successor Agency; 3) the amount of Property Tax Revenue allocated to the County and LACOE based on the distribution established by this A&R Agreement; and 4) the amount of the County Share to be used to assist the financing of the Improvements.

(c) The Auditor-Controller shall allocate and distribute the Property Tax Revenues generated from within the Project area in the manner described in Health & Safety Code section 34183 and in accordance with this A&R Agreement.

(d) In the event the Auditor-Controller makes an overpayment to the City for the Improvements, the Auditor-Controller shall serve upon the City a written demand (the "Demand for Reimbursement") for reimbursement setting forth the amount of overpayment and an explanation of the overpayment. After the Demand for Reimbursement has been served on the City, the County may withhold the amount of overpayment from future regular property tax payments to the City for the Improvements only until such time as it is determined that the City was not overpaid. If the City has not been overpaid, then the County shall promptly release any withheld funds owing to the City for the Improvements pursuant to this A&R Agreement. The County shall release said funds in no more than sixty (60) days. In the event the Auditor-Controller makes an overpayment to the County or LACOE, the Auditor-Controller shall provide the City with written notice of said overpayment (the "Notice of Overpayment"), or, if such overpayment is discovered by the City, the City shall provide the Auditor-Controller or LACOE with a City Notice of Overpayment. County or LACOE shall repay the City from their respective funds within sixty (60) days of discovery and confirmation of said overpayment. For audit purposes, each party shall have the right to review the other parties' calculations required by this A&R Agreement.

(e) The City shall deposit and account for funds provided by the County in accordance with SECTION 4 of this A&R Agreement into a separate account designated exclusively for Improvement set forth on Exhibit "A" (the "Improvement Fund").

(f) Upon written request of the City, the Auditor-Controller shall provide within a reasonable time, not to exceed ninety (90) days, a written report outlining the basis for distribution of the Property Tax Revenues pursuant to this A&R Agreement. The Auditor-Controller may invoice and recover from the City a reasonable fee for preparation of said report in accordance with applicable law.

(g) Immediately upon the Effective Date the Successor Agency shall transfer the Improvement Fund established under Section 4 of the Amended Agreement to the City, and the City shall maintain the Improvement Fund in a separate account designated exclusively for the Improvements pursuant to SECTION 6(e) of this A&R Agreement.

(h) Within thirty (30) days of the Effective Date, the County shall transfer to the City any funds that are being held by the County and which are owing to the Successor Agency under the Agreements (the "Held Funds"). The City shall deposit the Held Funds into the Improvement Fund.

SECTION 7. Assignment, Assumption and Termination.

After the Successor Agency has completed the transfer of the Improvement Fund to the City pursuant to SECTION 6(g) herein above, all of the Successor Agency's rights and

obligations under the Agreements shall be assigned to and assumed by the City, and all Successor Agency's rights and obligations under the Agreements shall terminate, except as provided herein SECTION 7. The City hereby accepts such assignment and assumes performance and liability of all terms, covenants, and conditions on the part of the Successor Agency to be performed, occurring or arising under the Agreements or this A&R Agreement from and after the Effective Date of this A&R Agreement. City, LACOE and County hereby acknowledge and consent to the Successor Agency's assignment to the City and assumption by the City of all of the Successor Agency's rights, obligations, and liability under the Agreements and A&R Agreement, and to the termination of all of the Successor Agency's interest in the Agreements and the A&R Agreement, except as provided herein SECTION 7. The City, LACOE and County hereby forever release the Successor Agency from any liability under the Agreements and this A&R Agreement.

Notwithstanding anything contrary in this A&R Agreement, the Successor Agency, as successor to the GRA, shall continue to receive its share of the Property Tax Revenues as provided under SECTION 1(b) and SECTION 2(c) of this A&R Agreement. The Successor Agency shall continue to receive its Successor Agency Share to pay for its enforceable obligations pursuant to Health and Safety Code Section 34177 until the Successor Agency dissolves or no longer has a right to the Successor Agency Share pursuant to the Dissolution Act or other applicable law.

SECTION 8. Miscellaneous.

(a) Severability. If this A&R Agreement is held invalid, in whole or in part, in order to carry out the purpose of this A&R Agreement, the remaining portions shall maintain their full force and effect. Further, the City, Successor Agency, County and LACOE agree that each will take all necessary steps, including formal action and execution of documents, to accomplish the provisions of this A&R Agreement (including the payment of Property Tax Revenues in the manner and in accord with the terms contemplated herein) by legal means.

(b) Good Faith Commitment. Should any subsequent changes in law, either statutory, case or regulatory, cause the City's, County's or LACOE's financial position to change adversely so as to materially and substantially impair their respective performance under this A&R Agreement, the City, County and LACOE agree to expeditiously negotiate in good faith to find a mutually agreeable legal and financially feasible method to continue an alternative pass-back arrangement.

(c) Successors and Assigns. This A&R Agreement shall be binding upon the Successor Agency, City, LACOE and the County and their respective successors in interest and assigns.

(d) Governing Law. This A&R Agreement has been entered into, is to be performed entirely within, and shall be governed by and construed in accordance with, the laws of the State of California.

(e) Further Assurances. Each party hereto covenants and agrees to perform all acts and things, and to prepare, execute, and deliver such written agreements, documents, and instruments as may be reasonably necessary to carry out the terms and provisions of this A&R Agreement.

(f) Effective Date. The effective date of this A&R Agreement shall be the date of approval by the parties' respective governing boards, the Oversight Board for the Successor Agency, and the State Department of Finance's approval of this A&R Agreement (the "Effective Date").

(g) Termination. Unless previously terminated by mutual written consent of the City, Successor Agency, LACOE, and County, this A&R Agreement shall terminate when the Successor Agency dissolves pursuant to the Dissolution Act.

(h) Amendment. This A&R Agreement may not be amended, modified, or altered without the written consent of the City, Successor Agency, LACOE and County.

IN WITNESS WHEREOF, the Parties hereto have executed the A&R Agreement as of the date set forth above.

Glendale Successor Agency, a body corporate and politic

By:_____
Scott Ochoa,
Executive Director

ATTEST TO:

FOR
By:_____
Ardashes Kassakhian
Secretary to the Successor Agency

APPROVED AS TO FORM:

By:_____
General Counsel,
Glendale Successor Agency

City of Glendale, a municipal corporation

By:_____
Scott Ochoa,
City Manager

ATTEST TO:

FOR
By:_____
Ardashes Kassakhian
City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney, City of Glendale

[SIGNATURES CONTINE ON NEXT PAGE]

66713 Supplement No. 2

COUNTY OF LOS ANGELES

By: Hilda L. Solis
HILDA L. SOLIS
Chair, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By: Lachelle Smitherman
Deputy

PATRICK OGAWA
Acting Executive Officer,
Board of Supervisors of the County of Los Angeles

By: Lachelle Smitherman
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 DEC 15 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

LOS ANGELES COUNTY OFFICE OF EDUCATION

By: Arturo Delgado
Superintendent

66713 Supplement No. 2

Exhibit A

Focused Regional Improvement List

Improvements	Description of Improvement	Cost
Transportation and Related Improvements		
Flower Street (N/S)	Roadway reconstruction, turn pockets, signals, restriping, right of way	$8,527,224
Flower Street, Western to Sonora	Turn pockets, landscaping, electrical	$524,843
Sonora Avenue	Street overlay, electrical	$1,407,405
Victory Blvd./Riverside Drive/Sonora Avenue	Intersection improvements, signal	$216,082
Riverside Drive/SR-134 offramp	Intersection improvements, signal	$216,082
Riverside Drive/Zoo Drive	Intersection improvements, signal	$216,082
Lake Street/Western Avenue	Intersection improvements, signal	$293,062
Sonora Avenue/Air Way	Intersection improvements, signal, rail signal	$1,030,068
San Fernando Road: Spazier to Cleveland	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$8,059,210
San Fernando Road: Cleveland to SR-134	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$3,734,200
San Fernando Road/Sonora Avenue intersection	Intersection improvements, signal	$435,071
San Fernando Road/Grandview Avenue intersection	Intersection improvements, signal	$1,746,400
San Fernando Road/Flower Street (E/W)	Intersection improvements, signal	$1,674,376
San Fernando Road: SR-134 to Windsor	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$7,747,000
San Fernando Road: Windsor to Brand	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$7,273,100
Flower Extension Bikeway	Bikeway extension	$108,324
Freeway and Arterial Improvements		
SR-134/US 101 Rail Connector	San Fernando to San Gabriel Valley rail connector to LA-Pasadena Blue Line -- Study of freeway right-of-way	$5,000,000
I-5 Phase III: Air Way, Winchester, Western	Extension of Winchester from Flower to Air Way, and Air Way, Western Ave. intersection improvements and right of way as a result of ramp	$10,925,222
Water & Reclaimed		
Flower Street	Water system upgrade and new reclaimed waterline, fire hydrants, valves, service modifications to existing services, pipe removals, shoring and temporary connections	$428,602
San Fernando Road	Water system upgrade and new reclaimed waterline, fire hydrants, valves, service modifications to existing services, pipe removals, shoring and temporary connections	$429,800
Sewer		
Flower Street	Sewer main line upgrade	$279,349
Flower Street Extension Main Relocation	Sewer main line upgrade, new construction	$594,720
San Fernando Road, Grandview to SR-134 (	New construction of sewer system	$485,400

Focused Regional Improvement List

Storm Drain		
Flower Street Connections	Storm drain improvements, catch basins, manholes, junction structures, trenching	$106,200
Sonora Avenue Upgrade (Flower to San Fernando)	Upgrade due to drainage deficiencies	$285,000
Highland Avenue Upgrade (Glenoaks to Verdugo Wash)	Storm drain improvements, catch basins, manholes, junction structures, trenching	$786,000
San Fernando Road	Storm drain improvements, catch basins, manholes, junction structures, trenching	$578,400
Outlets to River at Garfield Ave. and Chevy Chase Drive	Upgrade for connection to the LA River	$1,097,500
Pacific & San Fernando Road	Upgrade for connection to the LA River	$1,067,900
San Fernando/Colorado Improvement	Catch basin upgrades	$400,000
Estelle Avenue Upgrade (Burchette to San Fernando Road)	Storm drain improvements, catch basins, manholes, junction structures, trenching	$527,000
Telecommunications		
Flower Street	New ductwork for sufficient communication capacity	$1,189,400
Sonora Avenue	New ductwork for sufficient communication capacity	$424,800
San Fernando Road	New ductwork for sufficient communication capacity	$6,287,700
GRAND TOTAL		**$74,101,522**

66713

AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS

(Redevelopment Plan for the San Fernando Road
Corridor Redevelopment Project in the City of Glendale)

THIS AGREEMENT, made and entered into this 11 th day of March, 1993, by and between the Glendale Redevelopment Agency ("Agency"), the City of Glendale ("City"), the Los Angeles County Office of Education ("LACOE") and the County of Los Angeles.

WITNESSETH

WHEREAS, the City and Agency held a joint public hearing on November 24, 1992 for the purpose of considering the approval and adoption of the Redevelopment Plan for the San Fernando Road Corridor Redevelopment Project (the "Plan"); and,

WHEREAS, the City adopted an ordinance (the "Ordinance"), approving and adopting the Plan; and,

WHEREAS, pursuant to Health and Safety Code Section 33333.2, the Plan establishes $990,000,000 _____ as the limitation on the number of dollars of taxes which may be divided and allocated to the Agency, pursuant to Health and Safety Code Section 33670, without an amendment to the Plan;

WHEREAS, pursuant to Health and Safety Code Section 33334.1, the Plan establishes $370,000,000 _____ as the limit on the amount of bonded indebtedness which can be outstanding at any one time without an amendment to the Plan;

WHEREAS, the Agency has consulted with representatives of the County of Los Angeles and the Los Angeles County Flood Control District (collectively, the "County") and LACOE pursuant to Health and Safety Code Section 33353.3 to determine the fiscal impact of the Plan; and,

WHEREAS, the County and LACOE have found, and the Agency and City concurrently hereby find that implementation of the Plan will cause financial detriment to the County, as defined in Health and Safety Code Section 33012; and,

WHEREAS, this AGREEMENT is entered into upon the authority of Health and Safety Code Section 33401 and the provisions of the Plan required by Health and Safety Code Section 33338.1; and,

WHEREAS, the Agency and City hereby make the findings necessary to the determination of the County's financial detriment pursuant to Health and Safety Code Section 33401; and,

WHEREAS, by approval of this AGREEMENT, the parties hereto find and determine that any financial effects described in Health and Safety Code Sections 33012 and 33401 relating to the San Fernando Road Corridor Redevelopment Project ("Project") are thereby alleviated; and,

WHEREAS, the parties deem it appropriate to agree upon an allocation and distribution of tax increment monies to alleviate any financial burden which will be caused by the adoption and implementation of the Plan and it is for this reason, and to amicably resolve any differences regarding the Plan that the parties enter into this AGREEMENT; and,

WHEREAS, the County and LACOE intend that this AGREEMENT shall serve as a solution to their concerns regarding the fiscal impact of the Project and agree to forebear any further judicial remedies they may have to challenge the validity of the Plan.

NOW THEREFORE, for and in consideration of the foregoing, the parties do hereby agree as follows:

SECTION 1. Definitions. (a) "Assessment Roll" shall mean the 1992-93 assessment roll, which was the last roll equalized prior to the effective date of the Ordinance adopting the Plan. The Assessment Roll shall be utilized as the base year assessment roll for computation and allocation of the payments to be made by the Agency to the County under the provisions of this AGREEMENT.

(b) "Tax Increment Revenues" shall mean that portion of tax revenues generated by application of the basic tax levy to any increases in the respective assessed valuation within the Project area which would otherwise be allocated to the Agency pursuant to Health and Safety Code Section 33670.

(c) "County Share" of Tax Increment Revenues shall mean that portion of property taxes generated from the basic tax levy within the Project area which would be allocated to the County in the absence of a division of taxes pursuant to Health and Safety Code Section 33670. For purposes of this AGREEMENT, the County Share shall be fifty-seven and twenty two hundredths percent (57.22%) (representing the County General Fund: 55.28%; and Flood Control District: 1.94%).

(d) "LACOE Share" of Tax Increment Revenues shall mean that portion of property taxes generated from the basic tax levy within the Project area which would be allocated to LACOE in the absence of a division of taxes pursuant to Health and Safety Code Section 33670. For purposes of this AGREEMENT, the LACOE Share shall be forty-six hundredths percent (0.46%).

(e) "Agency Share" of Tax Increment Revenues shall mean that respective portion of Tax Increment Revenues which are allocated to the Agency as a result of a division of taxes pursuant to Health and Safety Code Section 33670, less the County Share and LACOE Share. For the purpose of this AGREEMENT, the Agency Share from the Project area shall be forty-two and thirty-two hundredths percent (42.32%).

(f) "County Deferral" shall mean those amounts of the County Share of Tax Increment Revenues deferred to the Agency in accordance with SECTION 4 of this AGREEMENT.

(g) "Indebtedness" shall mean Agency debt required to finance the Project which debt is listed on the Statements of Indebtedness filed with the County Auditor-Controller pursuant to Heath and Safety Code Section 33675 and which is substantiated by an Official Statement or other written document or agreement constituting an obligation of the Agency to repay the debt.

SECTION 2. Allocation of Tax Increment Revenues. The Tax Increment Revenues for the Project shall annually be distributed as follows:

(a) Subject to the provisions of SECTIONS 4, 5 and 6 herein, the County shall annually be allocated the County Share as defined in SECTION 1(c) of this AGREEMENT.

(b) Subject to the provisions of SECTION 5 herein, LACOE shall annually be allocated the LACOE Share as defined in SECTION 1(d) of this AGREEMENT.

(c) The Agency shall annually be allocated the Agency Share as defined in SECTION 1(e) herein.

SECTION 3. Tax Rate Increases. In addition to the portion of taxes allocated to the County and LACOE pursuant to Health and Safety Code Section 33670(a) and any payments made pursuant to SECTION 2 herein, an amount equal to all that portion of the tax revenues otherwise allocable to the Agency pursuant to Health and Safety Code Section 33670(b) attributable to increases in the rate of tax levied or imposed for the benefit of the County or LACOE, which levy occurs after the date of this AGREEMENT, shall be allocated to the County and LACOE pursuant to Health and Safety Code Section 33676(a)(1).

SECTION 4. County Deferral. Recognizing the Agency's need to utilize a portion of the County Share of the annual Tax Increment Revenues generated in the Project area to assist the Agency in meeting its annual bonded debt service and other Indebtedness requirements, the County agrees to defer a portion of its share of Tax Increment Revenues allocated pursuant to SECTION 2 of this AGREEMENT to the Agency on the basis stated below:

(a) The County shall annually defer receipt of that portion of the County Share as would otherwise be allocated hereunder, which is necessary to assist the Agency in meeting its annual bonded debt service and other Indebtedness requirements. Subject to the limitations set forth in this SECTION 4, the annual amount of the County Deferral shall equal that amount which when added to the Agency Share (as reduced by the Agency's contribution to the Housing Fund) equals the annual bonded debt service and other Indebtedness requirements.

(b) The deferral of the County's receipt of the County's Share shall not be made in any year when the Agency Share, less the Agency's contributions pursuant to Health and Safety Code Section 33334.2, payments due pursuant to this AGREEMENT, and allocations due all other taxing entities pursuant to Health and Safety Code Section 33676 or agreements entered into pursuant to Health and Safety Code Section 33401, is equivalent to the Agency's annual bonded debt service and other annual Indebtedness requirements. The lack of a deferral in any one year shall not affect the Agency's right to receive a deferral in any other year. In no event shall the County Deferral exceed the County Share of Tax Increment Revenues specified in SECTION 2 of this AGREEMENT, less the County's contribution to the Housing Fund and any amounts expended pursuant to SECTION 6 of this AGREEMENT.

(c) The County Deferral shall accrue interest at five percent (5%) per year, or at a rate equivalent to the County's floating treasury pool, whichever is less. Such interest shall be calculated annually by the County Auditor-Controller based on the outstanding balance, including interest accrued to date, as of June 30. The County Auditor-Controller shall notify the Agency of the total outstanding principal and interest due no later than October 1 of each year.

(d) The Agency shall, in good faith, use its reasonable best efforts to fully repay the County Deferral prior to the end of the thirty-fifth (35th) year of the Project. Reasonable best efforts shall include the Agency's review of the impact incurring Indebtedness will have on the Agency's ability to repay the County Deferral in accordance with the terms of this AGREEMENT and full and complete compliance with SECTION 4 (f) of this AGREEMENT. In the event the County Deferral is not repaid by the thirty-fifth (35th) year of the Project, the Agency shall continue to list the County Deferral on Agency Statements of Indebtedness until the County is fully repaid.

(e) No later than the fifteenth (15th) year of the Project, the Agency shall prepare and submit to the County, a schedule setting forth repayment of the County Deferral ("Repayment

Schedule"). The Repayment Schedule, which shall be consistent with the intent expressed in SECTION 4 (d), shall be incorporated into, and shall constitute part of, this AGREEMENT.

(f) The County Deferral shall be considered indebtedness for the purpose of listing on the annual Statements of Indebtedness for the Plan and shall be subordinate only to any tax allocation notes or bonds for which tax increments generated by the Project are pledged; provided, however, that, the Agency shall not incur any such indebtedness when it is reasonably foreseeable that such indebtedness would impair its ability to timely pay the obligations to the County, pursuant to this AGREEMENT. Nothing in this AGREEMENT shall be construed to give the County the right to approve Agency indebtedness. The Agency agrees to give the County notice:

(1) of any proposed tax allocation note or bond issue at least two (2) weeks prior to approval by the Agency of the preliminary official statement; and

(2) at least ten (10) days prior to the sale thereof, a certification of the Agency's Administrator or designee that such indebtedness will not impair the Agency's ability to meet obligations to the County.

SECTION 5. Housing Fund. The parties recognize the mutual benefits of providing low- and moderate-income housing. Moreover, Health and Safety Code Section 33334.2 requires that twenty percent (20%) of the Tax Increment Revenues allocated to and received by the Agency for redevelopment purposes shall be paid into a fund to be used for low- and moderate-income housing unless certain findings are made. Therefore, during the term of this AGREEMENT, the parties agree that, in any year in which the Agency contributes Tax Increment Revenues to the Agency's low- and moderate-income housing fund ("Housing Fund"), such contribution shall be governed by the following:

(a) The County and LACOE shall contribute to the Housing Fund on a pro rata basis. Pro rata shares of such contributions shall equal the percentage and amounts of Tax Increment Revenues to be contributed pursuant to Health and Safety Code Section 33334.2, and successor statutes, not to exceed the statutory requirement as applied to the amounts the County and LACOE are allocated pursuant to SECTION 2 of this AGREEMENT. If the Agency determines that less than the statutory percentage of the Tax Increment Revenues generated in the Project area are to be contributed to the Housing Fund, the County's and LACOE's contributions shall be reduced accordingly.

(b) Monies deposited into the Housing Fund pursuant to this SECTION 5, shall be held by the Agency for use in accordance with the requirements of Health and Safety Code Section 33334.2 or other applicable statutes and law. The Agency, in making any expenditures from the Housing Fund, shall give due recognition that a proportionate share of such expenditures and of the improvement of the supply of low- and moderate-income housing is a result of the County's and LACOE's cooperation in the Agency's redevelopment efforts.

(c) The Agency shall notify, in writing, the County Auditor-Controller by October 1 of any year in which the Agency makes a finding pursuant to Health and Safety Code Section 33334.2 that less than the statutorily mandated amount of Tax Increment Revenues will be contributed to the Housing Fund and the percentage that is to be contributed in that year.

(d) Accumulated deposits, investment earnings, and itemized expenditures of balances in the Housing Fund shall be accounted for separately from all other Agency funds. The County's and LACOE's pro rata shares of any uncommitted balance remaining in the Housing Fund on termination of this AGREEMENT, if any, shall be repaid to the County and LACOE, subject to the limitations of

Health and Safety Code Section 33334.12 and any other limitations of the Community Redevelopment Law (*Cal. Health & Safety Code* §§ 33000 *et seq.*).

SECTION 6. Public Improvements. (a) In the event the Agency and City construct, cause to be constructed or participate in the construction of any or all public improvements, which the parties to this AGREEMENT mutually agree are of benefit to the County and the Project area, the County shall assist with the financing of said improvements ("Improvements").

(b) Prior to the execution of this AGREEMENT by the County Board of Supervisors, a schedule of estimated costs and annual debt service shall be created and agreed to by both the County and the Agency. The schedule shall be finalized and mutually agreed to once bonds are issued or other indebtedness is incurred. The costs for the Improvements may include design, engineering, administrative, construction and management, and other expenses related to the Improvements.

(c) The portion of the County Share used to assist in the financing of the Improvements shall not be considered part of the County Deferral and shall not be repaid by the Agency.

SECTION 7. County-Owned/Leased Property. The development by the County or LACOE of any real property owned or leased by such entities within the Project area shall not be subject to the approval or control of the Agency beyond that available to the City prior to the date of execution of this AGREEMENT, except with the written consent of the County.

SECTION 8. Redevelopment Plan Amendments. The parties agree that the Agency and City shall not amend the Plan for any of the purposes described in Health and Safety Code Section 33354.6 which would adversely affect the County's or LACOE's respective shares of Tax Increment Revenues to be paid to said entities and/or the Agency's ability to repay the County Deferral in accordance with the terms of this AGREEMENT, without the prior written consent of the County and/or LACOE, as applicable.

SECTION 9. Administration. (a) The Agency shall annually determine and report to the Auditor Controller prior to October 1 of each year, the annual amount of the County Share to be used to assist in the financing of the Improvements. Said amounts, if any, shall be reviewed and approved by the County Chief Administrative Office prior to submission to the Auditor-Controller for purposes of allocation of Tax Increment Revenues.

(b) County's Auditor-Controller shall annually determine, document and distribute Tax Increment Revenues in accordance with this Agreement, as follows:

(1) The Auditor-Controller shall annually determine, as provided by law: (i) The total amount of Tax Increment Revenues generated within the Project area; (ii) the total amount of Tax Increment Revenues allocated to the Agency; (iii) the amount of Tax Increment Revenues allocated to the County and LACOE based on the distribution established by this Agreement; (iv) the total amount of Tax Increment Revenues allocated to the Housing Fund by the County and LACOE; (v) the amount of the Deferral, if any; and (vi) the annual amount of the County Share to be used to assist in the financing of the Improvements, as approved by the County Chief Administrative Officer.

(2) The County Auditor-Controller shall allocate and distribute the Tax Increment Revenues generated from within the Project area in the manner described in Health and Safety Code Sections 33670 (a) and (b) and in accordance with the requirements of this Agreement.

(c) In the event the Auditor-Controller makes an overpayment to the Agency, the Auditor-Controller shall serve upon the Agency a written demand for payment setting forth the amount of overpayment and an explanation of how such amount is calculated. The amount of overpayment shall be withheld from future payments to the Agency for the Project, but shall not be withheld or set-off in any way from future payments payable or paid to the Agency for any other redevelopment project. In the event the Auditor-Controller makes an overpayment to the County or LACOE, the Auditor-Controller shall provide the Agency with written notice of said overpayment, or, if such overpayment is discovered by the Agency, the Agency shall provide written notice of such overpayment to the Auditor-Controller. County or LACOE shall repay the Agency from their respective funds.

(d) Upon the written request of the Agency, the Auditor-Controller shall provide within a reasonable time not to exceed 60 days from final year-end payment to the Agency, a written report outlining the basis for distribution of the Tax Increment Revenues pursuant to this AGREEMENT. The Auditor-Controller may invoice and recover from the Agency an appropriate fee for preparation of said report in accordance with applicable law.

SECTION 10. Recision of Section 33676 Resolutions. The County and LACOE hereby rescinds any resolution either may have adopted pursuant to Health and Safety Code Section 33676 in connection with the Plan and agree the Auditor-Controller shall not give any effect to any such resolution.

SECTION 11. Covenant Not To Sue. The County and LACOE hereby waive any and all causes of action, cases, claims, counts, actions, and/or complaints relating to the adoption of the Plan, including the legality and validity of all proceedings, including, but not limited to, any and all challenges relating to environmental issues, heretofore taken for or in any way connected with the adoption of the Plan.

SECTION 12. Miscellaneous. (a) Nothing in this AGREEMENT shall relieve the Agency from the obligation of filing a Statement of Indebtedness pursuant to Health and Safety Code Section 33675.

(b) If this AGREEMENT is held invalid, in whole or in part, in order to carry out the purposes of this AGREEMENT, the parties agree that each will take all necessary steps, including formal action and execution of documents, to accomplish the provisions of this AGREEMENT (including the payment of Tax Increment Revenues in the manner and in accord with the terms contemplated herein) by legal means.

(c) For audit purposes, each party shall have the right to review the other parties' calculations required in SECTION 9 herein.

(d) Should any subsequent changes in law, either statutory, case or regulatory, cause the Agency's financial position to change adversely from that anticipated during the Project adoption process or cause County or LACOE public financing to be reduced because of the payments made hereunder, all parties agree to negotiate, in good faith, to find a mutually agreeable, legal and financially feasible method to continue some alternative pass-through arrangement.

SECTION 13. Term. The effective date of this AGREEMENT shall be the date of approval by the Board of Supervisors of the County of Los Angeles and, unless previously terminated by mutual agreement of the parties, all rights and obligations in this AGREEMENT shall terminate when the Agency's legal right to claim and receive Tax Increment Revenues from the Project ceases.

SECTION 14. Severability. If any portion of this AGREEMENT is held invalid, the remaining provisions shall maintain their full force and effect.

IN WITNESS THEREOF, the Glendale Redevelopment Agency, the City of Glendale, the Los Angeles County Office of Education, and the County of Los Angeles have caused this AGREEMENT to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____
Chairman,
Board of Supervisors

ATTEST TO:

LARRY J. MONTEILH,
Executive Officer -
Clerk of the
Board of Supervisors

By: _____
Deputy

Approved as to Form:

DE WITT W. CLINTON
County Counsel

By: _____
Deputy

LOS ANGELES COUNTY OFFICE OF EDUCATION

By: _____
Superintendent

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

09 OCT 06 1992

LARRY J. MONTEILH
EXECUTIVE OFFICER

GLENDALE REDEVELOPMENT AGENCY

By: _____
Chairman

ATTEST TO:

Secretary,
Glendale Redevelopment Agency

By: _____

Approved as to Form:

KANE, BALLMER & BERKMAN
Agency Counsel

By: _____

CITY OF GLENDALE

By: _____
Mayor

ATTEST TO:

City Clerk,
City of Glendale

By: _____

Approved as to Form:

City Attorney,
City of Glendale

By: _____

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AMENDMENT TO AGREEMENT FOR REIMBURSEMENT OF TAX INCREMENT FUNDS

This AMENDMENT TO AGREEMENT FOR REIMBURSEMENT OF TAX INCREMENT FUNDS ("Amendment") is made and entered into this 17th day of October, 2000, by and between the GLENDALE REDEVELOPMENT AGENCY ("Agency"), the CITY OF GLENDALE ("City"), the Los Angeles County Office of Education ("LACOE"), and the COUNTY OF LOS ANGELES ("County"), with reference to the following facts:

RECITALS

A. The Agency, City, LACOE, and the County are parties to that certain agreement dated March 11, 1993 entitled "AGREEMENT FOR REIMBURSEMENT OF TAX INCREMENT FUNDS" ("Agreement").

B. The Agreement provides for the allocation of tax increment revenue from the Redevelopment Plan for the San Fernando Road Corridor Redevelopment Project in the City of Glendale ("Redevelopment Project") between the Agency, LACOE, and the County. In relevant part, it requires that certain payments be made to County ("County Share") and LACOE ("LACOE Share") from tax increment funds allocated to Agency pursuant to Health and Safety Code, Section 33670. Under certain circumstances defined in the Agreement, a portion of the County Share was to be loaned to Agency, which loan ("County Deferral") Agency was to use its reasonable best efforts to fully repay prior to the end of the thirty-fifth (35th) year of the project.

C. At the time the parties entered into the Agreement it was contemplated that County might in future assist with the financing of certain public improvements, to be constructed by City and Agency, using funds derived from the County Share, of benefit to the County and the Redevelopment Project area.

D. It was further contemplated in the Agreement that the portion of the County Share used to assist in the financing of the public improvements would not be considered to be part of the County Deferral.

AGREEMENT

NOW, THEREFORE, the City, the Agency, LACOE, and the County agree as follows:

1. The Agreement is amended at Section 4, "County Deferral," by adding the following paragraph (g) to read:

"(g) The County Deferral provisions set forth in this Section shall be suspended and inoperative in any period for which Agency elects to receive contributions from the County under Section 6 of this Agreement. Should the Agency wish to function under the provisions of this Section 4, the Agency shall notify the County Administrative Officer in writing of its intent to suspend the provisions of Section 6 and activate this Section 4. Under no circumstances shall Agency receive contributions under the provisions of Section 6 and also receive County Deferral under the provisions of Section 4 for the same time period."

2. The Agreement is amended at Section 6, "Public Improvements" by deleting Section 6 in its entirety and substituting an amended Section 6 as follows:

"**SECTION 6. Public Improvements.** (a) In the event the Agency and/or City construct, cause to be constructed or participate in the construction, of some or all of the public improvements listed on Exhibit A hereto (the "Improvements"), which the parties to this AGREEMENT mutually agree are of benefit to the County and the project area, the County shall assist with the financing of said Improvements. Only those improvements specifically listed in Attachment A may qualify for County contribution. The cumulative total of County contributions toward the Improvements shall not exceed $74.1 million under any circumstances. The costs for the Improvements shown on Attachment A may include design, engineering, administrative, construction and management, and other expenses related to the Improvements.

"(b) The County shall make available for the Improvements an amount equal to 60 percent of the County Share of annual Tax Increment Revenues that would otherwise be allocated hereunder (the "County Share for the Improvements"). The County Share for the Improvements shall be paid to the Agency annually as part of the last payment regularly made by the Auditor-Controller with respect to Tax Increment distributed in a given fiscal year (now made in August for the preceding fiscal year), commencing with the fiscal year after this Amendment becomes effective. The portion of the

County Share paid by County under this Section 6 for the Improvements shall not be considered part of the County Deferral and shall not be repaid by the Agency.

"(c) The contributions made by the County under this Section 6 shall cease with the scheduled annual payment in the 34th year of the Project. The parties hereby acknowledge and agree that the completion of such 34th year will occur on December 15, 2027. The County shall not be responsible for any Improvement not so funded.

"(d) The Agency and the City shall continue throughout the life of the Project to use their best efforts to identify alternate funding sources for the Improvements (Attachment A). In the event that any alternate funding is secured by the Agency for the Improvements, the County shall only be responsible for contributions necessary to fund the remaining Improvements."

3. The Agreement is amended at Section 9, "Administration" by deleting paragraph 9 (a) and substituting a new paragraph 9 (a) as follows:

"(a) following Agency's receipt of the County Share for the Improvements, the Agency shall annually determine and report to the County Chief Administrative Officer before October 1 of each year, the amount of the County Share which will be used in the financing of the Improvements. Agency's report to the County Chief Administrative Officer shall provide the following information: (i) A report on redevelopment activity in the Redevelopment Project concerning the status of development agreements/owner participation agreements; (ii) a report on the status of implementation of the Improvements; and, (iii) a financial report on the status of total funds provided in accordance with the provisions of this Agreement."

4. The Agreement is amended at Section 9, "Administration" by adding a new paragraph (e) as follows:

"(e) The Agency shall deposit and account for funds provided by the County in accordance with Section 6 of this Agreement into separate account designated exclusively for the Improvements noted on Attachment A."

IN WITNESS THEREOF, the Glendale Redevelopment Agency, the City of Glendale, the Los Angeles County Office of Education, and the County of Los Angeles have caused this AMENDMENT to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: Mike Antonovich

PRO TEM Chairman,
Board of Supervisors

ATTEST:

VIOLET VARONA -LUKENS
Executive Officer-Clerk of the Board of Supervisors

By: Sylvia J. Villalobos
Deputy

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: Thomas M. Fujii
Deputy

LOS ANGELES COUNTY OFFICE OF EDUCATION

By: Donald W. Lemaster
Superintendent

GLENDALE REDEVELOPMENT AGENCY

By: [illegible]
Chairman

COUNTY OF LOS ANGELES CALIFORNIA

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 OCT 17 2000

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

ATTEST:

SECRETARY,
GLENDALE REDEVELOPMENT AGENCY

By: Doris Tweet

Approved as to Form:

AGENCY COUNSEL

By: _____ 7/31/01

CITY OF GLENDALE

By: _____
Mayor

ATTEST:

CITY CLERK,
CITY OF GLENDALE

By: Doris Tweet
~~Deputy~~

Approved as to Form:

CITY ATTORNEY
CITY OF GLENDALE

By: _____ 7/31/01

ATTACHMENT A

Focused Regional Improvement List

Improvements	Description of Improvement	Cost
Transportation and Related Improvements		
Flower Street (N/S)	Roadway reconstruction, turn pockets, signals, restriping, right of way	$8,527,224
Flower Street, Western to Sonora	Turn pockets, landscaping, electrical	$524,643
Sonora Avenue	Street overlay, electrical	$1,407,405
Victory Blvd./Riverside Drive/Sonora Avenue	Intersection improvements, signal	$216,082
Riverside Drive/SR-134 offramp	Intersection improvements, signal	$216,082
Riverside Drive/Zoo Drive	Intersection improvements, signal	$216,082
Lake Street/Western Avenue	Intersection improvements, signal	$293,062
Sonora Avenue/Air Way	Intersection improvements, signal, rail signal	$1,030,068
San Fernando Road: Spazier to Cleveland	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$8,059,210
San Fernando Road: Cleveland to SR-134	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$3,734,200
San Fernando Road/Sonora Avenue Intersection	Intersection improvements, signal	$435,071
San Fernando Road/Grandview Avenue Intersection	Intersection improvements, signal	$1,746,400
San Fernando Road/Flower Street (E/W)	Intersection improvements, signal	$1,674,376
San Fernando Road: SR-134 to Windsor	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$7,747,000
San Fernando Road: Windsor to Brand	Roadway reconstruction, medians, signals, electrical, landscaping, curb and gutter	$7,273,100
Flower Extension Bikeway	Bikeway extension	$108,324
Freeway and Arterial Improvements		
SR-134/US 101 Rail Connector	San Fernando to San Gabriel Valley rail connector to LA-Pasadena Blue Line -- Study of freeway right-of-way	$5,000,000
I-5 Phase III: Air Way, Winchester, Western	Extension of Winchester from Flower to Air Way, and Air Way, Western Ave. intersection improvements and right of way as a result of ramp	$10,925,222
Water & Reclaimed		
Flower Street	Water system upgrade and new reclaimed waterline, fire hydrants, valves, service modifications to existing services, pipe removals, shoring and temporary connections	$428,602
San Fernando Road	Water system upgrade and new reclaimed waterline, fire hydrants, valves, service modifications to existing services, pipe removals, shoring and temporary connections	$429,800
Sewer		
Flower Street	Sewer main line upgrade	$279,349
Flower Street Extension Main Relocation	Sewer main line upgrade, new construction	$594,720
San Fernando Road, Grandview to SR-134 (	New construction of sewer system	$485,400

Focused Regional Improvement List

Storm Drain		
Flower Street Connections	Storm drain improvements, catch basins, manholes, junction structures, trenching	$106,200
Sonora Avenue Upgrade (Flower to San Fernando)	Upgrade due to drainage deficiencies	$285,000
Highland Avenue Upgrade (Glenoaks to Verdugo Wash)	Storm drain improvements, catch basins, manholes, junction structures, trenching	$786,000
San Fernando Road	Storm drain improvements, catch basins, manholes, junction structures, trenching	$578,400
Outlets to River at Garfield Ave. and Chevy Chase Drive	Upgrade for connection to the LA River	$1,097,500
Pacific & San Fernando Road	Upgrade for connection to the LA River	$1,067,900
San Fernando/Colorado Improvement	Catch basin upgrades	$400,000
Estelle Avenue Upgrade (Burchette to San Fernando Road)	Storm drain improvements, catch basins, manholes, junction structures, trenching	$527,000
Telecommunications		
Flower Street	New ductwork for sufficient communication capacity	$1,189,400
Sonora Avenue	New ductwork for sufficient communication capacity	$424,800
San Fernando Road	New ductwork for sufficient communication capacity	$6,287,700
GRAND TOTAL		**$74,101,522**