

**COOPERATION AGREEMENT
(Rail Crossing Safety and Quiet Zone Improvements)**

This **COOPERATION AGREEMENT (Rail Crossing Safety and Quiet Zone Improvements)** (this “**Agreement**”), dated for identification purposes only as of August 1, 2010 (the “**Date of Agreement**”), is entered into by and between the **ANAHEIM REDEVELOPMENT AGENCY**, a public body, corporate and politic, (the “**Redevelopment Agency**”) and the **CITY OF ANAHEIM**, a municipal corporation and charter city, (the “**City**”) with reference to the following:

RECITALS

- A.** The City and the Orange County Transportation Authority (“**OCTA**”) entered into that certain Cooperative Agreement No. C-8-0855 (the “**OCTA Cooperative Agreement**”) pursuant to which (i) OCTA agreed to have Southern California Regional Rail Authority/Metrolink design, procure and construct various rail crossing safety improvements and quiet zone related improvements at fourteen (14) railroad grade crossings in the City of Anaheim (the “**Project**”), and (ii) the City agreed to provide the requisite twelve percent (12%) local funding match (the “**City’s Reimbursement Obligation**”).
- B.** The Redevelopment Agency is engaged in implementing the Redevelopment Plan (the “**Redevelopment Plan**”) for the Anaheim Merged Redevelopment Project (the “**Redevelopment Project**”) in accordance with the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).
- C.** The Redevelopment Agency and the City have determined that those portions of the Project related to the Downtown crossings at Broadway, Santa Ana, South and Vermont and the Canyon crossings at Jefferson, Miraloma, Tustin and La Palma are of benefit to the Project Area (the “**Improvements Benefitting the Redevelopment Project**”) and the Redevelopment Agency is willing to fund that portion of the City’s Reimbursement Obligation related to Improvements Benefitting the Redevelopment Project (the “**Redevelopment Agency’s Reimbursement Obligation**”).
- D.** The Redevelopment Agency’s funding of the cost of constructing and installing the Improvements Benefitting the Redevelopment Project is necessary since the Redevelopment Agency and City have determined that no other reasonable source of financing the Improvements is available to the City.
- E.** The Redevelopment Agency and the City have determined that the Improvements Benefitting the Redevelopment Project will assist in the elimination of blight within the Redevelopment Project Area and are consistent with the Implementation Plan adopted for the Redevelopment Project, and that the City has or will have the ability to provide for the maintenance of the Improvements Benefitting the Redevelopment Project.
- F.** The City is willing to enter into this Agreement and entered into the OCTA Cooperative Agreement in order to assist the Redevelopment Agency in the redevelopment of the Project Area.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE REDEVELOPMENT AGENCY AND THE CITY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF WORK; SCHEDULE OF PERFORMANCE. The City shall have OCTA complete the construction of the Project in accordance with the OCTA Cooperative Agreement.

SECTION 2. REDEVELOPMENT AGENCY CONTRIBUTION; USE OF FUNDS; SOURCE OF PAYMENT. Promptly upon request from the City, the Redevelopment Agency shall transfer to the City funds satisfying the Redevelopment Agency's Reimbursement Obligation as the costs for Improvements Benefitting the Redevelopment Project are invoiced to the City by OCTA under the OCTA Cooperative Agreement. The City shall use such funds to satisfy the City's Reimbursement Obligation under the OCTA Cooperative Agreement and for no other purpose.

The Redevelopment Agency recognizes and agrees that its commitment to satisfy the Redevelopment Agency's Reimbursement Obligation under this Agreement creates debt for which tax increment revenues may be allocated to the Redevelopment Agency. Such indebtedness shall be considered as an indebtedness of the Redevelopment Agency as the same is intended for purposes of the filing of a statement of indebtedness with the County of Orange pursuant to Health and Safety Code Section 33675.

The payment obligation of the Redevelopment Agency hereunder shall be made, at the option of the Redevelopment Agency, from the tax increment revenues of the Project Area, bond proceeds from Anaheim's Merged Redevelopment Project, inter-fund transfer, and/or any other funds of the Redevelopment Agency legally available therefor. The payment obligation of the Redevelopment Agency hereunder does not constitute a pledge of any particular funds and is and shall be subordinate to any pledge or other commitment of the Redevelopment Agency made in connection with any Redevelopment Agency bonds, now or hereafter issued.

3. LIABILITY AND INDEMNIFICATION. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of such Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, will each assume the full liability imposed on it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of such Code.

To achieve the above-stated purposes, each party indemnifies and holds harmless the other party for any loss, costs or expense that may be imposed upon such other party solely by virtue of Section 895.2 of the California Government Code. The provisions of Section 2778 of the California Civil Code are made part hereof as if fully set forth herein.

4. EFFECTIVE DATE OF AGREEMENT. This Agreement shall take effect from and after (i) the date of adoption, approval and execution of this Agreement by both the City and the Agency pursuant to official action of the governing bodies thereof (the “**Effective Date**”), and shall be effective for a duration not to exceed the time necessary to fully pay the City any amounts due hereunder from time to time. Upon such final payment, or fifteen (15) years from the date of this Agreement, whichever is earlier, this Agreement (other than the provisions of Section 3) shall terminate.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

“AGENCY”

ANAHEIM REDEVELOPMENT AGENCY,
a public body, corporate and politic

Dated: _____

By: _____

ELISA STIPKOVICH,
Executive Director

ATTEST:

LINDA N. ANDAL, AGENCY SECRETARY

By: _____

LINDA N. ANDAL,
Agency Secretary

“CITY”

CITY OF ANAHEIM,
a municipal corporation and charter city

Dated: _____

By: _____

THOMAS J. WOOD,
City Manager

ATTEST:

LINDA N. ANDAL, CITY CLERK

By: _____

LINDA N. ANDAL,
City Clerk

APPROVED AS TO FORM:

CRISTINA L. TALLEY, CITY ATTORNEY

By: _____

JOHN E. WOODHEAD IV,
Assistant City Attorney