

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

912B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 19, 2005

SUBJECT: Settlement and Release Agreement
The Redevelopment Agency of the City of Corona

RECOMMENDED MOTION:

Approve the Settlement and Release Agreement between the District and the Redevelopment Agency of the City of Corona and authorize the Chairman to execute the agreement documents of behalf of the District.

BACKGROUND:

Pursuant to California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the Redevelopment Agency of the City of Corona ("Agency"), the City of Corona and the District entered into a Cooperation Agreement on February 13, 1985. That Agreement entitled the Agency to retain the District's tax increment revenue from a certain Project Area (detailed in the Cooperation Agreement) up to the maximum tax increment amount of \$3,728,000.

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WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**

County Executive Office Signature

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

3002 VES 13 4H11:38
CLERK OF THE BOARD
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:**

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

11.7

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BACKGROUND:

Once the Agency reached the maximum tax increment amount, it was to pay the District any District tax increment revenue in excess of the Agency's maximum tax increment amount.

Although the Agency reached the maximum tax increment amount for fiscal years 2000-2001 through 2003-2004 (four years total), the District's share of revenue was not delivered. As a result, the subject Settlement and Release Agreement has been developed so that the Agency pays to the District an agreed-upon sum as and for complete and full settlement of all claims arising from or related to the Agency's obligation under the Cooperation Agreement.

The Agency, the City and the District also entered into a separate agreement entitled Tax Sharing Agreement on December 29, 1993 that includes territory added to the aforementioned "certain Project Area". Except with respect to the Agency's obligation under the Cooperation Agreement to pay to the District the District's share of the Tax Increment during the Four Fiscal Years, each and every term and provision of the Cooperation Agreement shall remain in full force and effect, including but not limited to Section 2 of the Cooperation Agreement which provides for: (i) the Agency's right to retain the District's tax increment revenue from the Project Area up to the Agency's Maximum Tax Increment Amount, and (ii) the Agency's obligation to pay the District the District's Share of Tax Increment for each fiscal year other than the Four Fiscal years that are the subject of this Agreement. Nothing in this Agreement shall be interpreted as amending, modifying or supplementing the Tax Sharing Agreement.