

RESOLUTION NO. 90-12

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIDGECREST APPROVING A
PASS THROUGH AGREEMENT TO TRANSFER
JAIL OPERATIONS TO KERN COUNTY.

THE CITY COUNCIL OF THE CITY OF RIDGECREST RESOLVES that the attached agreement with the County of Kern transferring jail operations from the City to the County be and the same is hereby approved and that the City Administrator is authorized to execute the agreement.

Approved and adopted this 17th day of January, 1990, by the following vote:

AYES: Mayor Mower, Councilmembers Bergens, Condos, Corlett and Lilly.

NOES: None.

ABSTAIN: None.

ABSENT: None.



Michael R. Mower, Mayor

ATTEST:


Joyce M. Taft, City Clerk

AGREEMENT

RIDGECREST JAIL OPERATION

This Agreement made and entered into this 17th day of January, 1990, by and among the CITY OF RIDGECREST, a municipal corporation (hereinafter "CITY"), the RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic (hereinafter "AGENCY"), and the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "COUNTY").

W I T N E S S E T H:

WHEREAS,

(a) On December 15, 1987, CITY, AGENCY, AND COUNTY entered into a agreement providing for the AGENCY to make periodic payments to the COUNTY of a portion of the tax increment revenue annually received by the AGENCY in order to ease the financial burden caused the COUNTY by AGENCY's redevelopment project; and

(b) Section 3.a. of the agreement of December 15, 1987 provided that during the first 25 years of AGENCY's redevelopment plan, AGENCY would pay COUNTY 59.453% of the tax increment revenue that, absent the redevelopment plan, would have otherwise been allocated to the County; and

(c) The parties to this Agreement desire to modify the amount of tax increment funds paid to the COUNTY by AGENCY pursuant to the agreement of December 15, 1987 and provided for the COUNTY to operate the Ridgecrest jail facility; and

NOW, THEREFORE, COUNTY, CITY and AGENCY mutually agree as follows:

Section 1. Definitions.

a. "Settlement Agreement" refers to that certain agreement dated December 15, 1987 by the among the CITY OF RIDGECREST, the RIDGECREST REDEVELOPMENT AGENCY and the COUNTY OF KERN.

b. "County property tax" shall mean that portion of tax increment revenue that, absent the redevelopment plan, would have otherwise been allocated to the COUNTY, provided COUNTY's estimated proceeds of taxes subject to limitation is below its appropriation limit established pursuant to Article XIII B of the California Constitution.

Section 2. Payments by AGENCY to COUNTY. In addition to the 59.453% of County property tax to be paid COUNTY by AGENCY pursuant to section "3.a." of the agreement of December 15, 1987, AGENCY shall pay COUNTY the following amounts in consideration of COUNTY operating the Ridgecrest Jail from July 1, 1990 through fiscal year 2012-3:

a. Commencing with fiscal year 1990-91 and continuing through and including fiscal year 2012-13, the amount of \$81,000. This payment shall be made from the AGENCY's portion of tax increment funds and not from tax increment funds that would otherwise be paid to the COUNTY pursuant to the Settlement Agreement.

b. During fiscal year 1990-91, the amount of \$96,000.

c. Annually, commencing with fiscal year 1991-92 and continuing through and including fiscal year 2012-13, the amount of \$96,000, adjusted annually in accordance with a recognized inflation index.

d. The tax increment funds paid COUNTY by AGENCY for County benefit projects pursuant to provision "4.b." of the Settlement agreement of December 15, 1987, shall be reduced by the amounts paid COUNTY by AGENCY pursuant to subsections "2.b." and "2.c." above.

e. The obligation of the AGENCY set forth in subsection "2.a.", above, is subordinate to the AGENCY's obligations under the Reimbursement Agreement between the AGENCY and CITY of September 1, 1988, and the obligations AGENCY has incurred to date or will incur during Fiscal Year 1989-90 with respect to bonded indebtedness. It is the intention of both parties that the tax increment revenue used by the AGENCY to make the payments to the COUNTY pursuant to this Agreement shall be deemed received by the AGENCY for the purpose of calculating the amounts required to be deposited in the low and moderate income housing fund pursuant to Health and Safety Code Section 33334.2. Should AGENCY fail to make the annual payment provided for in subsections "a.", "b.", or "c." above, such payments shall be made with interest on the unpaid balance at the average rate paid on deposits in the Local Agency Investment Fund (LAIF) administered by the State of California for the period of delinquency.

f. In any year that COUNTY estimates its proceeds of taxes subject to limitation will exceed its Gann limit, payment by AGENCY to COUNTY pursuant to subsection "2.b." and "2.c." shall be reduced by the amount determined in accordance with subsections "3.c." and "3.d." of the Settlement Agreement.

Section 3. COUNTY's Obligations.

a. Commencing July 1, 1990, COUNTY shall operate the Ridgecrest Jail as a Type I Jail Facility approved for holding prisoners 48 hours, excluding weekends and holidays, all as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

b. Prior to the COUNTY commencing operation of the Ridgecrest Jail (during the time the CITY's holding facility is to be used by law enforcement agencies for the booking and detention of prisoners (for up to 24 hours)), the COUNTY, at its expense, shall transport prisoners requiring detention for more than 24 hours, to suitable jail facilities.

c. Commencing July 1, 1990, COUNTY shall be solely responsible for the funding and operation of the Ridgecrest Jail, subject to the payment of the tax increment funds as provided, hereinabove, to the COUNTY by the AGENCY.

Section 4. CITY's Obligations. Prior to COUNTY commencing operation of the Ridgecrest Jail on July 1, 1990, CITY shall operate, and all law enforcement agencies shall be allowed to use, CITY's holding facility for the booking and detention of prisoners (for up to maximum of 24 hours.)

Section 5. Amendment of laws. In the event that amendments, additions, repeals, or modifications are made to the State Constitution or laws (including, but not limited to, those constitutional and statutory provisions relating to the Gann limit, tax increment financing, or redevelopment agencies and projects) that will significantly increase or decrease tax revenue received by COUNTY, CITY or AGENCY absent the Settlement Agreement, the parties hereto shall in good faith renegotiate this Agreement and the Settlement Agreement in order that their purpose (redevelopment of the project area by the AGENCY without creating a substantial burden on the COUNTY) may continue.

Section 6. Audits. Each party to this Agreement shall have the right to audit, at its own expense, any and all records relating to activities undertaken pursuant to this Agreement.

Section 7. Amendments. This Agreement may not be modified or altered except upon the written consent of all parties.

Section 8. Indemnification. Each party hereto shall indemnify and hold the other parties harmless from claims, damages, causes of action and liability arising from the acts of its own officers, agents, and employees.

CITY OF RIDGECREST

By Michael R. Moore
Mayor

"CITY"

RIDGECREST REDEVELOPMENT AGENCY

By FR Kelly
Chairman

"AGENCY"

COUNTY OF KERN

By _____
Chairman, Board of Supervisors

"COUNTY"

ATTEST:
Clerk of the Board of Supervisors

By _____

ATTEST:
City Clerk

By Jayne M. Galt

APPROVED AS TO FORM:
Office of the County Counsel

By _____