

**COOPERATION AND REPAYMENT AGREEMENT
BETWEEN
THE VACAVILLE REDEVELOPMENT AGENCY AND
THE CITY OF VACAVILLE**

The following is an Agreement, dated 9-24-02, by and between the Redevelopment Agency of the City of Vacaville (the "Agency") and the City of Vacaville (the "City").

WITNESSETH

- A. WHEREAS, the Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the City; and
- B. WHEREAS, the City and the Agency caused the adoption of the Redevelopment Plan for the Vacaville Redevelopment Project (the "Redevelopment Plan"); and
- C. WHEREAS, the parties additionally desire to provide social/economic/recreation activities to benefit the community; and
- D. WHEREAS, the Vacaville Recreation Corporation (the "Corporation") has entered into an "Agreement for Sublease, Option to Purchase, and Right of First Refusal" with the Agency for the in-line/multi-purpose portion of the Vacaville Skating Center as shown in Exhibit A; and,
- E. WHEREAS, the City of Vacaville Community Services Department will utilize this space for various recreation, social, and economic activities.

NOW, THEREFORE, BE IT RESOLVED that the Agency and the City, do agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until 9-25-2025 or until the bonds are retired.

2. RENT AMOUNT

The City agrees to pay the Agency \$16,033.53 per month on the first day of each month to the Agency for the term of this Agreement. The rent amounts for the first and last months of the term of the Agreement shall be prorated based on the number of days the facility is used by the City. This payment will be made monthly to the Agency from the Recreation Development Impact Fee fund through inter-department transfer.

3. CITY OBLIGATIONS TO PAY THE AGENCY

The City agrees to assume all rights and responsibilities of the Agency under the lease agreement between the Agency and the Corporation including, but not limited to Section 4.7 Landscaping and Parking Area Maintenance, Section 4.8 Maintenance, Capital Improvements, Utilities and Other Costs, Section 4.9 Agency's Share of Maintenance Costs and Utilities, Section 4.10 Alterations to Subleased Premises, Section 4.11 Janitorial Services, Section 4.12 Signage, and Section 6.1 Assignment and Subleasing by the Agency; Section 7.1 Events of Default, and Section 9.1 (a) under Additional Covenants by the Agency pertaining to the reorganization fee of \$210,136.00. One exception is Section 9.1 (c) under Additional Covenants by the Agency pertaining to installation of a sign visible from Interstate 80 which will remain the responsibility of the Agency.

The City shall reimburse the Agency for all rental costs and operating costs for the space, including but not limited to, utilities, janitorial services, landscape maintenance, equipment, supplies, and replacement and maintenance, to the Agency.

4. AGENCY OBLIGATIONS TO PAY LEASE PAYMENTS TO THE CORPORATION

The Agency is obligated to pay the Corporation the lease payments and associated payments for which it will be reimbursed by the City under this Agreement.

5. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the City Manager of the City of Vacaville, as authorized by the City Council of the City of Vacaville, has caused the name of the City of Vacaville to be affixed to this Agreement, and the Executive Director of the Redevelopment Agency of the City of Vacaville, as authorized by the Agency, has caused the name of the Redevelopment Agency of the City of Vacaville to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY
OF THE CITY OF VACAVILLE

CITY OF VACAVILLE

By: *David Mandel*

Executive Director
Redevelopment Agency
of the City of Vacaville

By: *David Mandel*

City Manger
City of Vacaville

Date: *Sept 24, 2002*

Date: *Sept 24, 2002*

I hereby certify that the foregoing instrument is a true copy of the original instrument on file in my office.

Debbie M. Dussault
City Clerk of the City of Vacaville, California

