

IMPLEMENTING AGREEMENT TO  
COOPERATION AGREEMENT NO. 9267  
FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN RDA FUNDED  
CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS

THIS IMPLEMENTING AGREEMENT (the "Agreement") is entered into this 17<sup>th</sup> day of January 2011, by and between the CITY OF SANTA MONICA (the "City") and the REDEVELOPMENT AGENCY OF THE CITY OF SANTA MONICA (the "Agency"), with reference to the following facts:

A. On September 1, 2010, the Agency and City entered into that certain Cooperation Agreement For Payment Of Costs Associated With Certain RDA Funded Capital Improvement And Affordable Housing Projects (the "Cooperation Agreement") to provide for and facilitate the repair, restoration and/or replacement of facilities damaged as a result of the 1994 Northridge Earthquake and to perform specific actions necessary to: 1) prevent or mitigate against the effects of a disaster; 2) promote economic and commercial revitalization in the Downtown; and 3) increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Redevelopment Project Areas; and, as to all of the afore-mentioned redevelopment projects, to implement the redevelopment plans for the respective redevelopment projects and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects.

B. The City and the Agency desire to supplement the provisions of the Cooperation Agreement to add additional procedures for the orderly implementation of the Cooperation Agreement.

C. The obligations of the Agency under the Cooperation Agreement and this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the Project Areas. The obligations set forth in the Cooperation Agreement attached hereto as Exhibit 1 and this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. INTRODUCTORY PROVISIONS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

## II. AGENCY'S OBLIGATIONS

The obligations of the Agency under this Agreement shall be payable out of net available tax increments, as defined herein. Wherever used in the Cooperation Agreement the term "net available tax increments" shall mean and include tax increment as defined or provided for in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, and allocated to (i) the Agency and/or (ii) any lawful successor entity of the Agency and/or (iii) any entity established by law to carry out any of the redevelopment plans for the Project Areas and/or (iv) any entity established by law to expend tax increment and/or (v) any entity established by law to pay indebtedness of the Agency to be repaid in whole or in part with tax increment, pursuant to Section 33670, et seq., of the California Community Redevelopment Law or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future.

All payments due to be made by the Agency to the City under the Cooperation Agreement shall be made by the Agency in accordance with the schedule set forth in Exhibit 2 which is incorporated herein by this reference and as otherwise necessary to reimburse the City for the cost to the City of performing its obligations hereunder. City shall provide Agency with a quarterly report accompanied by evidence reasonably satisfactory to the Agency's Executive Director that the City has progressed in the development and construction of the Project or Projects for which payment is made by the Agency commensurate with such payments and has incurred costs or obligations to make payments equal to or greater than such amount.

## III. CITY'S OBLIGATIONS

1. The City shall accept any funds paid by the Agency pursuant to the Cooperation Agreement and shall devote those funds to completion of the Projects by (i) reimbursing the City or using such funds to make City expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the City has or will incur for such purposes; and/or (iii) paying such funds into a special fund of the City to be held and expended only for the purpose of satisfying the obligations of the City hereunder.

2. The City shall timely complete the work required for each Project in accordance with the Schedule of Performance attached hereto as Exhibit 3 and incorporated herein by this reference.

## IV. LIABILITY AND INDEMNIFICATION

In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government

Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

#### V. ENTIRE AGREEMENT: WAIVERS AND AMENDMENTS

This Agreement shall be executed in triplicate originals, each of which is deemed to be an original. This Agreement consists of five (5) pages, which, together with the Cooperation Agreement constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement; provided that this Agreement does not supersede the Cooperation Agreement except as expressly set forth herein.

This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

#### VI. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, (i) the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability and (ii) the Cooperation Agreement shall continue in full force and effect.

#### VII. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-

defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

VIII. BINDING ON SUCCESSORS

This Agreement and the Cooperation Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

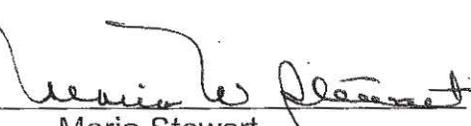
IX. EFFECT ON COOPERATION AGREEMENT

Except as expressly set forth herein, the Cooperation Agreement shall continue in full force and effect in accordance with its terms.

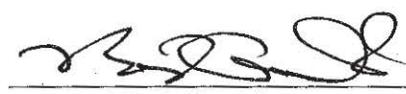
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Attest:

CITY OF SANTA MONICA

By: 

Maria Stewart  
City Clerk

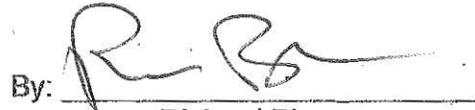
By: 

Rod Gould  
City Manager

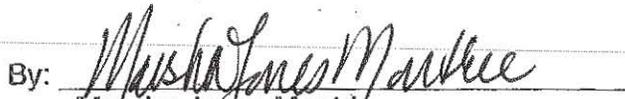
Attest:

REDEVELOPMENT AGENCY OF  
THE CITY OF SANTA MONICA

By:   
Maria Stewart  
Secretary

By:   
Richard Bloom  
Agency Chair

APPROVED AS TO FORM:

By:   
Marsha Jones Moutrie  
City Attorney

APPROVED AS TO FORM:  
Kane Ballmer & Berkman

By:   
Murray O. Kane  
Agency Special Counsel

COOPERATION AGREEMENT  
FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN RDA FUNDED  
CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS

*September*  
*1st* THIS COOPERATION AGREEMENT (the "Agreement") is entered into this *1st* day of ~~August~~ *September* 2010, by and between the CITY OF SANTA MONICA (the "City") and the REDEVELOPMENT AGENCY OF THE CITY OF SANTA MONICA (the "Agency"), with reference to the following facts:

A. The Agency has prepared Redevelopment Plans for the Santa Monica Earthquake Recovery Redevelopment Project, the Downtown Redevelopment Project, and Ocean 1A and 1B Redevelopment Projects (the "Project Areas"), which results in the allocation of taxes from the Project Areas to the Agency for purposes of redevelopment.

B. The intent of the Redevelopment Plans is, in part, (i) as to the Earthquake Recovery Redevelopment Project, to provide for and facilitate the repair, restoration and/or replacement of facilities damaged as a result of the 1994 Northridge Earthquake and to perform specific actions necessary to: 1) prevent or mitigate against the effects of a disaster; 2) promote economic and commercial revitalization in the Downtown; and 3) increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Redevelopment Project Areas; (ii) as to all of the afore-mentioned redevelopment projects, to implement the redevelopment plans for the respective redevelopment projects and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects.

C. On November 17, 2009, the Agency adopted its Five-Year Implementation Plan (the "Plan") for the period of FY 2009-10 through FY 2013-14, with established goals to support affordable housing, disaster prevention and mitigation, community revitalization, commercial revitalization, and institutional revitalization. To implement the programs and activities associated with each goal, the Agency made redevelopment fund allocations based on estimated available tax increment revenue and debt financing structures.

D. Pursuant to California Redevelopment law, section 33220(e), certain public bodies, including the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Collectively, the projects associated with this Agreement are listed in the attached adopted resolutions, Exhibit 1, which are incorporated herein by this reference (the "Projects"). The programs and activities associated with the Projects include acquisition, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, new construction or rehabilitation. To carry out the Projects in accordance with the

objectives and purposes of the redevelopment plans for the Project Areas and the Plan, the Agency desires assistance and cooperation in the implementation and completion of the Projects. The City agrees to aid the Agency and cooperate with the Agency to expeditiously implement the Projects in accordance with the redevelopment plans for the Project Areas and the Plan and undertake and complete all actions necessary or appropriate to ensure that the objectives of the redevelopment plans for the Project Areas and the Plan are fulfilled within the time effectiveness of the Project Areas.

E. In considering the Agency's desire to ensure timely implementation and completion of the Projects, the Agency wishes to enter into this Agreement with the City for the pledge of net available tax increment to finance the Projects, including without limitation, the Tier One Capital Improvement Projects, the Tier Two Capital Improvement and the Tier One and Tier Two Affordable Housing Projects (collectively the "Projects"). The purpose of this Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment in this current fiscal year and forthcoming fiscal years, until the expiration of the Earthquake Recovery Redevelopment Project area in 2042, the Downtown Redevelopment Project area in 2029 and the Ocean Park 1A and 1B Redevelopment Project areas in 2022, and until the last date for receipt of tax increments by the Agency for each of the respective redevelopment projects.

F. Net available tax increment is defined as any available tax increment, net of statutory pass-through payments, set-asides for affordable housing, debt service payments, and existing contractual obligations. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to Section 33445. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

G. The City Council (the "Council") and the Agency by resolution have each found that the use of Agency redevelopment funding for the Projects is in accordance with Section 33445 of the California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) ("CRL") and Section 33445(a) of the CRL and other applicable law. The said Council and Agency resolutions are each based on the authority of the Agency, with the consent of the Council, to pay all or part of the cost of the installation and construction of any building, facility, structure, or other improvements which is publicly owned either within or outside a project area, if the Council makes certain determinations.

H. On August 10, 2010, in adopting Resolutions No. 10519 (CCS) and 527 (RAS), the Agency and Council made findings and determinations which affirm that the improvements of the Projects are of benefit to the Project Areas, that there are no other reasonable means available for the City to complete the financing for the Projects; that the Projects will assist the recovery from and the elimination of one or more of the conditions resulting from the Earthquake Recovery Redevelopment Project, the Downtown Redevelopment Project, and Ocean Park 1A and 1B Projects; and that the

Projects are consistent with the Agency's Five-Year Implementation Plan adopted pursuant to Section 33490 of the CRL. In addition, and by approving and entering into this Agreement, the Agency has approved the pledge of net available tax increment from the Project Areas to pay for the Projects.

I. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the Project Areas.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. INTRODUCTORY PROVISIONS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

II. AGENCY'S OBLIGATIONS - TIER ONE CAPITAL IMPROVEMENT PROJECTS

The Tier One Capital Improvement Projects are those projects which are listed on page 7 of the attached resolutions (Exhibit 1). The Agency agrees to pay to the City an amount equal to the cost to the City to carry out the Tier One Projects, including without limitation all costs incurred by the City for the planning, financing, development, permitting, design, site testing, bidding, construction and construction management of the Capital Improvements. The Agency's obligations under this Agreement, including without limitation the Agency's obligation to make the payments to the City required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Section 33445. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

The obligations of Agency under this Agreement shall be payable only out of net available tax increments, as defined in the above recitals, levied by or for the benefit of taxing agencies in the Redevelopment Project Areas, and allocated to the Agency pursuant to Section 33670, et seq., of the California Community Redevelopment Law.

The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing or future bonds, notes or other instruments of indebtedness (all referred to herein as "indebtedness") of Agency incurred or issued to finance the Redevelopment Project Areas; including without limitation any pledge of tax increment revenues from the Redevelopment Project Areas to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Redevelopment Project Areas.

All payments due to be made by the Agency to the City under this Agreement shall be made by the Agency within ninety (90) days of receipt by the Agency of written demand therefore from the City. Such City written demand shall be accompanied by evidence reasonably satisfactory to the Agency's Executive Director that the City has progressed in the development and construction of the Project for which payment is sought commensurate with such requested payment and has incurred costs or obligations to make payments equal to or greater than such requested amount.

### III. AGENCY'S OBLIGATIONS - TIER TWO CAPITAL IMPROVEMENT PROJECTS

The Tier Two Capital Improvement Projects are those projects which are listed on pages 7 thru 9 of the attached resolutions (Exhibit 1). The Agency agrees to pay to the City an amount equal to the cost to the City to carry out the Tier Two Capital Improvement Projects, including without limitation all costs incurred by the City for the planning, financing, development, permitting, design, site testing, bidding, construction and construction management of the Tier Two Projects. The Agency's obligations under this Agreement, including without limitation the Agency's obligation to make the payments to the City required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Section 33445. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

The obligations of Agency under this Agreement shall be payable only out of net available tax increments, as defined in the above recitals, levied by or for the benefit of taxing agencies in the Redevelopment Project Areas, and allocated to the Agency pursuant to Section 33670, et seq., of the California Community Redevelopment Law.

The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing or future bonds, notes or other instruments of indebtedness (all referred to herein as "indebtedness") of Agency incurred or issued to finance the Redevelopment Project Areas, including without limitation any pledge of tax increment revenues from the Redevelopment Project Areas to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Redevelopment Project Areas.

All payments due to be made by the Agency to the City under this Agreement shall be made by the Agency within ninety (90) days of receipt by the Agency of written demand therefore from the City. Such City written demand shall be accompanied by evidence reasonably satisfactory to the Agency's Executive Director that the City has progressed in the development and construction of the Project for which payment is sought commensurate with such requested payment and has incurred costs or obligations to make payments equal to or greater than such requested amount.

#### IV. AGENCY'S OBLIGATIONS - TIER ONE AND TIER TWO AFFORDABLE HOUSING PROJECTS

The Tier One and Tier Two Affordable Housing Projects are those projects which are listed on pages 7 through 9 of the attached resolutions (Exhibit 1). The Agency agrees to pay to the City an amount equal to the cost to the City to carry out the Tier One and Tier Two Affordable Housing Projects, including without limitation all costs incurred by the City for the planning, financing, development, permitting, design, site testing, bidding, construction and construction management of the Affordable Housing Projects. The Agency's obligations under this Agreement, including without limitation the Agency's obligation to make the payments to the City required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Section 33445. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

The obligations of Agency under this Agreement shall be payable only out of net available tax increments, as defined in the above recitals, levied by or for the benefit of taxing agencies in the Redevelopment Project Areas, and allocated to the Agency pursuant to Section 33670, et seq., of the California Community Redevelopment Law.

The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any bonds, notes or other instruments of indebtedness (all referred to herein as "indebtedness") of Agency incurred or issued to finance the Redevelopment Project Areas, including without limitation any pledge of tax increment revenues from the Redevelopment Project Areas to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Redevelopment Project Areas.

All payments due to be made by the Agency to the City under this Agreement shall be made by the Agency within ninety (90) days of receipt by the Agency of written demand therefore from the City. Such City written demand shall be accompanied by evidence reasonably satisfactory to the Agency's Executive Director that the City has progressed in the development and construction of the Project for which payment is sought commensurate with such requested payment and has incurred costs or obligations to make payments equal to or greater than such requested amount.

#### V. CITY'S OBLIGATIONS

1. The City shall accept any funds offered by the Agency pursuant to this Agreement and shall devote those funds to completion of the Projects.
2. It is the responsibility of City to pay all development and construction costs in connection with the Projects from funds paid to the City by the Agency under this Agreement.

3. The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA.

#### VI. LIABILITY AND INDEMNIFICATION

In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

#### VII. ENTIRE AGREEMENT: WAIVERS AND AMENDMENTS

This Agreement shall be executed in triplicate originals, each of which is deemed to be an original. This Agreement consists of eight (8) pages, which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supercedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

#### VIII. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the

parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IX. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Attest:

CITY OF SANTA MONICA

By:

Maria Stewart (w)  
Maria Stewart  
City Clerk

By:

Rod Gould  
Rod Gould  
City Manager

Attest:

REDEVELOPMENT AGENCY OF  
THE CITY OF SANTA MONICA

By: Marisa Stewart  
Maria Stewart  
Secretary

By: Bobby Shriver  
Bobby Shriver  
Agency Chair

APPROVED AS TO FORM:

By: Marsha Jones Moutrie  
Marsha Jones Moutrie  
City Attorney

APPROVED AS TO FORM:  
Kane Ballmer & Berkman

By: Murray O. Kane  
Murray O. Kane  
Agency Special Counsel

Attest:

REDEVELOPMENT AGENCY OF  
THE CITY OF SANTA MONICA

By: \_\_\_\_\_  
Maria Stewart  
Secretary

By: \_\_\_\_\_  
Bobby Shriver  
Agency Chair

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marsha Jones Moutrie  
City Attorney

APPROVED AS TO FORM:  
Kane Ballmer & Berkman

By: Murray O. Kane  
Murray O. Kane  
Agency Special Counsel

ATTACHMENT A

City Council Meeting 8-10-10 Santa Monica, California

RESOLUTION NUMBER 10519 (CCS)

(City Council Series)

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SANTA MONICA  
CONSENTING TO THE USE OF REDEVELOPMENT AGENCY  
FUNDS FOR PAYMENT OF COSTS ASSOCIATED WITH THE  
RDA FUNDED PROJECTS IN THE AGENCY'S CURRENT AND  
PROSPECTIVE FIVE-YEAR IMPLEMENTATION PLANS AND  
MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND  
SAFETY CODE SECTIONS 33445 AND 33334.2

WHEREAS, the Redevelopment Agency of the City of Santa Monica (the "Agency") has prepared Redevelopment Plans for the Santa Monica Earthquake Recovery Redevelopment Project, the Downtown Redevelopment Project, and Ocean Park 1A and 1B Redevelopment Projects (the "Redevelopment Plans") which would result in the allocation of taxes from the Santa Monica Earthquake Recovery Redevelopment Project Area, the Downtown Redevelopment Project Area, and Ocean Park 1A and 1B Redevelopment Project Areas (the "Project Areas") to the Agency for the purposes of redevelopment; and

WHEREAS, the intent of the Redevelopment Plans is, in part, to provide for and facilitate the repair, restoration and/or replacement of facilities damaged as a result of a 1994 Northridge Earthquake and to perform specific actions necessary to prevent or

mitigate against the effects of a disaster; 2) promote economic and commercial revitalization in the Downtown; and 3) increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside of a Redevelopment Project Areas; and

WHEREAS, pursuant to Section 33445 and 33679 of the California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) ("CRL"), with the consent of City Council ("Council") after a duly noticed public hearing, the Agency may pay all or part of the cost of land and construction of any building, facility, structure or other improvement which is publicly owned either within or outside a project area, if the Council makes certain determinations; and

WHEREAS, the Agency wishes to delegate to the City of Santa Monica (the "City") the Agency's authority to carry out the acquisition, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, construction or rehabilitation associated with the programs and activities (collectively, the "Projects" and presented in Exhibit 1) and the City wishes to accept that delegation, pursuant to Section 33205 of the Health and Safety Code; and

WHEREAS, a joint public hearing of the City and Agency on the proposed Cooperation Agreement (the "Agreement") was noticed in accordance with the requirements of 33445 and 33679; and

WHEREAS, the Summary Report meeting the requirements of Health and Safety Code Section 33679 was available for public inspection consistent with the requirements of Health and Safety Code Section 33679; and

WHEREAS, on August 10, 2010, the City and Agency held a joint public hearing on the proposed Agreement, at which time the Council reviewed and evaluated all of the information, testimony and evidence presented during the joint public hearing; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in appropriate and timely manner; and

WHEREAS, Council has reviewed the Summary Report required pursuant to Health and Safety Code Section 33679 and evaluated other information provided to it pertaining to the findings required pursuant to Health and Safety Code Section 33445 and 33679; and

WHEREAS, the Projects are of benefit to the Project Areas and the immediate neighborhood in which the Projects are located;

WHEREAS, the Cooperation Agreement will provide that actual payment for the Projects will be contingent upon their preparation in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA and the Santa Monica-Malibu Unified School District's compliance with Health and Safety Code Section 33445; and

WHEREAS, since there are no reasonable means available to the City to complete the financing of the Projects; and

WHEREAS, the improvements and related work efforts of the Projects are consistent with the Agency's Five-Year Implementation Plan in that they help achieve the goals as set forth in the Implementation Plan; and

WHEREAS, the Agency wishes to fund the Projects with a pledge of net available tax increment funds from the Project Areas available this current fiscal year and forthcoming fiscal years, until the expiration of the Earthquake Recovery Redevelopment Project area in 2042, the Downtown Redevelopment Project area in 2029 and the Ocean Park 1A and 1B Redevelopment Project areas in 2022; and

WHEREAS, the City and Agency have proposed to enter into a Cooperation Agreement to provide a means of carrying out the Projects; and

WHEREAS, the Agency may use its Housing Funds to assist in the financing of those Projects that increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside of the Redevelopment Project Areas and Section 33334.2(g) of the California Health and Safety Code requires requiring a finding by resolution that the Agency's use of its Housing Funds outside of a Redevelopment Project Areas will be of benefit to the Project Areas;

WHEREAS, the Agency may use its non-housing funds to assist in the financing of those Projects that increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside of the Redevelopment Project Areas;

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA MONICA

DOES RESOLVE AS FOLLOWS:

SECTION 1. Based on substantial evidence in the record, the City Council hereby finds and determines:

- (1) that the foregoing recitals are true and correct;
- (2) that the Projects are of benefit to the Project Areas;
- (3) that there are no other reasonable means available other than those to be set forth in the Cooperation Agreement to finance the Projects;

(4) that the payment of funds for the Projects will assist in the recovery from and the elimination of one or more of the conditions resulting from the Earthquake Recovery Redevelopment Project, the Downtown Redevelopment Project, and Ocean Park 1A and 1B Redevelopment Projects;

(5) the Agency's allocation and use of Housing Funds and Non-Housing Funds for the purpose of funding affordable housing projects and programs which may be located outside of the Project Areas will be a benefit to the Project Areas;

(6) that the Projects and related work efforts are consistent with the implementation plan adopted pursuant to Section 33490 of the California Redevelopment Law.

SECTION 2. The City hereby consents to the use of Agency funds from the Project Areas for the Projects and other improvements for the Projects.

SECTION 3. The City Manager is hereby authorized to execute the Cooperation Agreement on behalf of the City. The City Manager is authorized to take any action and execute any and all documents and agreements necessary to implement that Agreement.

SECTION 4. The City Clerk shall certify the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AS TO FORM:

  
MARSHA JONES MOUTRIE  
City Attorney

## Exhibit 1

The costs associated with the Projects are current estimates based on approximate costs in 2010 dollars.

### Tier 1 Improvements

- Affordable Housing – new construction and rehab – project area-wide: \$43.6 million
- Civic Center Planning and Design – community revitalization: \$2.5 million
- Palisades Garden Walk and Town Square- community revitalization: \$60 million
- Civic Center Auditorium Renovation – community revitalization: \$70 million
- Civic Auditorium District Projects- community revitalization: \$197 million
- Early Childhood Education Center-community revitalization: \$12.6 million
- Civic Center Freeway Capping - community revitalization: \$165 million
- Expo Green Streets and Pathways: \$32 million
- Santa Monica High School Joint-Use Project (also known as the Civic Center Joint-Use Project at Santa Monica High) - institutional revitalization: \$57 million
- Civic Center Shared Parking-community and commercial revitalization: \$50 million
- Downtown Strategic Plan Property Acquisition- community revitalization: \$27 million
- Traffic Signal Master Plan- community and commercial revitalization: \$4.4 million
- Memorial Park Expansion-community revitalization: \$40 million
- Pico Neighborhood Branch Library-community revitalization: \$12.8 million
- Expo Light Rail Station enhancements- community and commercial revitalization: \$31 million

### Tier 2 Improvements

#### **Affordable Housing**

- Acquisition, rehabilitation, deed restriction of existing apartments – project area: \$237 million
- Affordable family housing – new construction – project area: \$97 million
- Affordable senior housing – new construction – project area: \$63 million
- Affordable special needs housing – new construction – project area: \$77 million
- Acquisition, rehabilitation, deed restriction of existing apartments – Citywide: \$378 million
- Affordable family housing – new construction – Citywide: \$112 million
- Affordable senior housing – new construction – Citywide: \$78 million
- Affordable special needs housing – new construction – Citywide: \$53 million
- Workforce housing demonstration project – property acquisition: \$37 million

#### **Disaster Prevention and Mitigation**

- Fire Station #1 Essential Public Facility Redevelopment: \$50 million
- Fire Station #3 Essential Public Facility Redevelopment: \$25 million
- Emergency Preparedness Training Facility: \$18 million
- Facility for Public Safety Equipment Accessibility: \$5 million
- Newcomb and Municipal Pier reconstruction: \$21 million
- Pier Bridge replacement: \$27 million
- Streetlight retrofits – project area-wide: \$15 million

### **Community Revitalization**

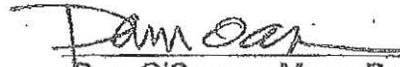
- Open Space Element implementation – property acquisition: \$95 million
- Open Space Element implementation – park development: \$87 million
- Open Space Element implementation – park rehabilitation: \$46 million
- Open Space Element implementation – community recreational facility rehabilitation and development: \$25 million
- School grounds joint-use recreational and cultural improvements: \$180 million
- Arizona Corridor streetscape improvements: \$13 million
- Broadway Corridor streetscape improvements: \$16 million
- Downtown Urban Design Plan implementation: \$73 million
- Green Alleys program – project area-wide: \$129 million
- Green Streets program – project area-wide: \$137 million
- Neighborhood streetscape improvements – project area-wide: \$43 million
- Freeway capping – 4<sup>th</sup> Street to Lincoln: \$173 million
- Freeway capping – Lincoln to 11<sup>th</sup> Street: \$198 million
- Freeway capping – 11<sup>th</sup> Street to 14<sup>th</sup> Street: \$187 million
- Freeway capping – 14<sup>th</sup> Street to 17<sup>th</sup> Street: \$183 million
- Freeway capping – 17<sup>th</sup> Street to 20<sup>th</sup> Street: \$185 million
- Freeway capping – 20<sup>th</sup> to Cloverfield: \$211 million
- Bicycle infrastructure – project area-wide: \$9 million
- Bicycle transit facilities – project area-wide: \$15 million
- Seventh Street pedestrian / bicycle bridge: \$13 million
- Oceanfront district enhancements – property acquisition: \$43 million
- Civic Center bridge improvements: \$12 million
- Light-rail-serving street improvements: \$129 million
- Bus/rail interface infrastructure: \$20 million
- Streetcar infrastructure: \$235 million
- Transit public service facility: \$3 million

### **Commercial Revitalization**

- Downtown Parking Strategy Implementation – property acquisition: \$117 million
- Downtown Parking Strategy implementation: \$120 million
- Downtown Parking information system: \$3 million
- Lincoln Corridor streetscape improvements: \$17 million

- Lincoln Corridor improvements – property acquisition: \$65 million
- Lincoln Corridor improvements – public parking: \$76 million
- Pico Corridor improvements – property acquisition: \$49 million
- Pico Corridor improvements – public parking: \$57 million
- Santa Monica Corridor streetscape improvements: \$23 million
- Santa Monica Corridor improvements – property acquisition: \$57 million
- Santa Monica Corridor improvements – public parking: \$43 million
- Olympic Corridor streetscape improvements: \$19 million
- Colorado Corridor improvements – streetscape: \$9 million
- Colorado Corridor improvements – property acquisition: \$43 million
- Colorado Corridor improvements – public parking: \$41 million
- Wilshire Corridor improvements – property acquisition: \$86 million
- Wilshire Corridor improvements – public parking: \$48 million
- Light-rail-serving street improvements: \$129 million
- Light-rail station/activity center -shared parking: \$90 million
- Light-rail station transit-oriented development-property acquisition: \$23 million

Adopted and approved this 10<sup>th</sup> day of August, 2010.

  
Pam O'Connor, Mayor Pro Tem

I, Maria Stewart, City Clerk of the City of Santa Monica, do hereby certify that the foregoing Resolution No. 10519 (CCS) was duly adopted at a meeting of the Santa Monica City Council held on the 10<sup>th</sup> day of August, 2010, by the following vote:

Ayes: Council members: McKeown, O'Day, Davis, Holbrook, Bloom  
Mayor Pro Tem O'Connor

Noes: Council members: None

Absent: Council members: Mayor Shriver

ATTEST:

  
Maria Stewart, City Clerk

ATTACHMENT B

Redevelopment Agency Meeting 8-10-10 Santa Monica, California

RESOLUTION NUMBER 527 (RAS)

(Redevelopment Series)

RESOLUTION OF THE REDEVELOPMENT AGENCY  
CONSENTING TO THE USE OF AGENCY FUNDS FOR  
PAYMENT OF COSTS ASSOCIATED WITH THE RDA FUNDED  
PROJECTS IN THE AGENCY'S CURRENT AND PROSPECTIVE  
FIVE-YEAR IMPLEMENTATION PLANS AND MAKING CERTAIN  
FINDINGS PURSUANT TO HEALTH AND SAFETY CODE  
SECTIONS 33445 AND 33334.2

WHEREAS, the Redevelopment Agency of the City of Santa Monica (the "Agency") has prepared a Redevelopment Plan for the Santa Monica Earthquake Recovery Redevelopment Project, the Downtown Redevelopment Project, and Ocean Park 1A and 1B Redevelopment Projects (the "Redevelopment Plans") which would result in the allocation of taxes from the Santa Monica Earthquake Recovery Redevelopment Project Area, the Downtown Redevelopment Project Area, and Ocean Park 1A and 1B Redevelopment Project Areas (the "Project Areas") to the Agency for the purposes of redevelopment; and

WHEREAS, the intent of the Redevelopment Plans is, in part, 1) to provide for and facilitate the repair, restoration and/or replacement of facilities damaged as a result of a 1994 Northridge Earthquake and to perform specific actions necessary to prevent or mitigate against the effects of a disaster; 2) promote economic and commercial

revitalization in the Downtown; and 3) increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside of a Redevelopment Project Area;

WHEREAS, pursuant to Section 33445 and 33679 of the California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) ("CRL"), with the consent of City Council ("Council") after a duly noticed public hearing, the Agency may pay all or part of the cost of land and construction of any building, facility, structure or other improvement which is publicly owned either within or outside a project area, if the City Council makes certain determinations; and

WHEREAS, the Agency wishes to delegate to the City of Santa Monica (the "City") the Agency's authority to carry out the acquisition, development of design criteria, design, planning, preparation of construction bid documents, financial analysis and new construction or rehabilitation associated with the programs and activities (collectively, the "Projects" and presented in Exhibit 1) and the City wishes to accept that delegation; pursuant to Section 33205 of the Health and Safety Code; and

WHEREAS, a joint public hearing of the City and Agency on the proposed Cooperation Agreement (the "Agreement") was noticed in accordance with the requirements of 33445 and 33679; and

WHEREAS, the Summary Report meeting the requirements of Health and Safety Code Section 33679 was available for public inspection consistent with the requirements of Health and Safety Code Section 33679; and

WHEREAS, on August 10, 2010, the City and Agency held a joint public hearing on the proposed Agreement, at which time the Council reviewed and evaluated all of the information, testimony and evidence presented during the joint public hearing; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, Council has reviewed the Summary Report required pursuant to Health and Safety Code Section 33679 and evaluated other information provided to it pertaining to the findings required pursuant to Health and Safety Code Section 33445 and 33679; and

WHEREAS, the Projects are of benefit to the Project Areas and the immediate neighborhood in which the Projects are located; and

WHEREAS, the Cooperation Agreement will provide that actual payment for the Projects will be contingent upon their preparation in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA and the Santa Monica-Malibu Unified School District's compliance with Health and Safety Code Section 33445; and

WHEREAS, since there are no reasonable means available to the City to complete the financing of the Projects; and

WHEREAS, the improvements and related work efforts of the Projects are consistent with the Agency's Five-Year Implementation Plan in that they help achieve the goals as set forth in the Implementation Plan; and

WHEREAS, the Agency wishes to fund the Projects with a pledge of net available tax increment funds from the Project Areas available this current fiscal year and forthcoming fiscal years, until the expiration of the Earthquake Recovery Redevelopment Project area in 2042, the Downtown Redevelopment Project area in 2029 and the Ocean Park 1A and 1B Redevelopment Project areas in 2022; and

WHEREAS, the City and Agency have proposed to enter into a Cooperation Agreement to provide a means of carrying out the Projects; and

WHEREAS, the Agency may use its Housing Funds to assist in the financing of those Projects that increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside of the Redevelopment Project Areas and Section 33334.2(g) of the California Health and Safety Code requires requiring a finding by resolution that the Agency's use of its Housing Funds outside of a Redevelopment Project Area will be of benefit to the Project Areas;

WHEREAS, the Agency may use its non-housing funds to assist in the financing of those Projects that increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside of the Redevelopment Project Areas;

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF

SANTA MONICA DOES RESOLVE AS FOLLOWS:

SECTION 1. Based on substantial evidence in the record, the Agency hereby finds and determines:

- (1) that the foregoing recitals are true and correct;
- (2) that the Projects are of benefit to the Project Areas;
- (3) that there are no other reasonable means available other than those to be set forth in the Cooperation Agreement to finance the Projects;

(4) that the payment of funds for the Projects will assist in the recovery from and the elimination of one or more of the conditions resulting from the Earthquake Recovery Redevelopment Project, the Downtown Redevelopment Project, and Ocean Park 1A and 1B Redevelopment Projects;

(5) the Agency's allocation and use of Housing Funds and Non-Housing for the purpose of funding affordable housing projects and programs which may be located outside of the Project Area will be a benefit to the Project Areas;

(6) that the Projects and their related work efforts are consistent with the implementation plan adopted pursuant to Section 33490 of the California Redevelopment Law.

SECTION 2. The Agency hereby consents to the use of Agency funds from the Project Areas for the costs associated with the Projects.

SECTION 3. The Agency Executive Director is hereby authorized to execute the Cooperation Agreement on behalf of the Agency. The Agency Executive Director is authorized to take any action and execute any and all documents and agreements necessary to implement that Agreement.

SECTION 4. The Secretary of the Agency shall certify the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AS TO FORM:

  
MARSHA JONES MOUTRIE  
General Council

## Exhibit 1

The costs associated with the Projects are current estimates based on approximate costs in 2010 dollars.

### Tier 1 Improvements

- Affordable Housing – new construction and rehab – project area-wide: \$43.6 million
- Civic Center Planning and Design – community revitalization: \$2.5 million
- Palisades Garden Walk and Town Square- community revitalization: \$60 million
- Civic Center Auditorium Renovation – community revitalization: \$70 million
- Civic Auditorium District Projects- community revitalization: \$197 million
- Early Childhood Education Center-community revitalization: \$12.6 million
- Civic Center Freeway Capping - community revitalization: \$165 million
- Expo Green Streets and Pathways: \$32 million
- Santa Monica High School Joint-Use Project (also known as the Civic Center Joint-Use Project at Santa Monica High) - institutional revitalization: \$57 million
- Civic Center Shared Parking-community and commercial revitalization: \$50 million
- Downtown Strategic Plan Property Acquisition- community revitalization: \$27 million
- Traffic Signal Master Plan- community and commercial revitalization: \$4.4 million
- Memorial Park Expansion-community revitalization: \$40 million
- Pico Neighborhood Branch Library-community revitalization: \$12.8 million
- Expo Light Rail Station enhancements- community and commercial revitalization: \$31 million

### Tier 2 Improvements

#### **Affordable Housing**

- Acquisition, rehabilitation, deed restriction of existing apartments – project area: \$237 million
- Affordable family housing – new construction – project area: \$97 million
- Affordable senior housing – new construction – project area: \$63 million
- Affordable special needs housing – new construction – project area: \$77 million
- Acquisition, rehabilitation, deed restriction of existing apartments – Citywide: \$378 million
- Affordable family housing – new construction – Citywide: \$112 million
- Affordable senior housing – new construction – Citywide: \$78 million
- Affordable special needs housing – new construction – Citywide: \$53 million
- Workforce housing demonstration project – property acquisition: \$37 million

#### **Disaster Prevention and Mitigation**

- Fire Station #1 Essential Public Facility Redevelopment: \$50 million
- Fire Station #3 Essential Public Facility Redevelopment: \$25 million
- Emergency Preparedness Training Facility: \$18 million

- Facility for Public Safety Equipment Accessibility: \$5 million
- Newcomb and Municipal Pier reconstruction: \$21 million
- Pier Bridge replacement: \$27 million
- Streetlight retrofits – project area-wide: \$15 million

#### **Community Revitalization**

- Open Space Element implementation – property acquisition: \$95 million
- Open Space Element implementation – park development: \$87 million
- Open Space Element implementation – park rehabilitation: \$46 million
- Open Space Element implementation – community recreational facility rehabilitation and development: \$25 million
- School grounds joint-use recreational and cultural improvements: \$180 million
- Arizona Corridor streetscape improvements: \$13 million
- Broadway Corridor streetscape improvements: \$16 million
- Downtown Urban Design Plan implementation: \$73 million
- Green Alleys program – project area-wide: \$129 million
- Green Streets program – project area-wide: \$137 million
- Neighborhood streetscape improvements – project area-wide: \$43 million
- Freeway capping – 4<sup>th</sup> Street to Lincoln: \$173 million
- Freeway capping – Lincoln to 11<sup>th</sup> Street: \$198 million
- Freeway capping – 11<sup>th</sup> Street to 14<sup>th</sup> Street: \$187 million
- Freeway capping – 14<sup>th</sup> Street to 17<sup>th</sup> Street: \$183 million
- Freeway capping – 17<sup>th</sup> Street to 20<sup>th</sup> Street: \$185 million
- Freeway capping – 20<sup>th</sup> to Cloverfield: \$211 million
- Bicycle infrastructure – project area-wide: \$9 million
- Bicycle transit facilities – project area-wide: \$15 million
- Seventh Street pedestrian / bicycle bridge: \$13 million
- Oceanfront district enhancements – property acquisition: \$43 million
- Civic Center bridge improvements: \$12 million
- Light-rail-serving street improvements: \$129 million
- Bus/rail interface infrastructure: \$20 million
- Streetcar infrastructure: \$235 million
- Transit public service facility: \$3 million

#### **Commercial Revitalization**

- Downtown Parking Strategy implementation – property acquisition: \$117 million
- Downtown Parking Strategy implementation: \$120 million
- Downtown Parking information system: \$3 million
- Lincoln Corridor streetscape improvements: \$17 million
- Lincoln Corridor improvements – property acquisition: \$65 million
- Lincoln Corridor improvements – public parking: \$76 million
- Pico Corridor improvements – property acquisition: \$49 million

- Pico Corridor improvements – public parking: \$57 million
- Santa Monica Corridor streetscape improvements: \$23 million
- Santa Monica Corridor improvements – property acquisition: \$57 million
- Santa Monica Corridor improvements – public parking: \$43 million
- Olympic Corridor streetscape improvements: \$19 million
- Colorado Corridor improvements – streetscape: \$9 million
- Colorado Corridor improvements – property acquisition: \$43 million
- Colorado Corridor improvements – public parking: \$41 million
- Wilshire Corridor improvements – property acquisition: \$86 million
- Wilshire Corridor improvements – public parking: \$48 million
- Light-rail-serving street improvements: \$129 million
- Light-rail station/activity center -shared parking: \$90 million
- Light-rail station transit-oriented development-property acquisition: \$23 million

Adopted and approved this the 10<sup>th</sup> day of August, 2010.

  
Pam O'Connor, Chair Pro Tem

I, Maria M. Stewart, City Clerk of Santa Monica, do hereby certify that the foregoing Resolution No. 527 (RAS) was duly adopted at a special meeting of the Redevelopment Agency held on the 10<sup>th</sup> day of August, 2010, by the following vote:

Ayes: Agency members: McKeown, O'Day; Davis, Holbrook, Bloom  
Chair Pro Tem O'Connor

Noes: Agency members: None

Absent: Agency members: Chair Shriver

ATTEST:

  
Maria M. Stewart, Agency Secretary

## PAYMENT SCHEDULE

Year	Schedule of Payments from Santa Monica Redevelopment Agency to the City of Santa Monica	Payment Due Date
2010-11	\$72,247,000	June 29, 2011
2011-12	\$76,488,000	June 29, 2012
2012-13	\$80,880,000	June 29, 2013
2013-14	\$85,451,000	June 29, 2014
2014-15	\$90,206,000	June 29, 2015
2015-16	\$95,150,000	June 29, 2016
2016-17	\$100,292,000	June 29, 2017
2017-18	\$105,643,000	June 29, 2018
2018-19	\$111,203,000	June 29, 2019
2019-20	\$116,988,000	June 29, 2020
2020-21	\$123,004,000	June 29, 2021
2021-22	\$129,263,000	June 29, 2022
2022-23	\$135,770,000	June 29, 2023
2023-24	\$142,536,000	June 29, 2024
2024-25	\$149,575,000	June 29, 2025
2025-26	\$156,893,000	June 29, 2026
2026-27	\$164,507,000	June 29, 2027
2027-28	\$172,424,000	June 29, 2028
2027-29	\$167,975,000	June 29, 2029
2029-30	\$380,090,000	June 29, 2030
2030-31	\$184,395,000	June 29, 2031
2031-32	\$193,101,000	June 29, 2032
2032-33	\$202,156,000	June 29, 2033
2033-34	\$211,572,000	June 29, 2034
2034-35	\$221,365,000	June 29, 2035
2035-36	\$231,550,000	June 29, 2036
2036-37	\$242,142,000	June 29, 2037
2037-38	\$253,158,000	June 29, 2038
2038-39	\$264,615,000	June 29, 2039
2039-40	\$276,529,000	June 29, 2040
2040-41	\$288,921,000	June 29, 2041
2041-42	\$301,808,000	June 29, 2042

**EXHIBIT 3**  
**Schedule of Performance**

<b>Tier 1 Improvements</b>	<b>Project Design (Anticipated Start)</b>	<b>Project Construction (Finish)</b>
Affordable Housing	January 2011	September 2027
Civic Center Planning and Design	September 2010	January 2014
Palisades Garden Walk and Town Square	October 2010	April 2013
Civic Center Auditorium Renovation	March 2011	December 2014
Civic Auditorium District Projects	October 2011	January 2015
Early Childhood Education Center	October 2011	October 2014
Civic Center Freeway Capping	September 2010	January 2014
Expo Green Streets and Pathways	September 2011	January 2015
Santa Monica High School Joint-Use Project (also known as the Civic Center Joint-Use Project at Santa Monica High)	October 2011	August 2016
Civic Center Shared Parking	January 2012	January 2016
Downtown Strategic Plan Property Acquisition	September 2010	September 2015
Traffic Signal Master Plan	April 2010	November 2010
Memorial Park Expansion	January 2013	January 2016
Pico Neighborhood Branch Library	September 2010	September 2013
Expo Light Rail Station enhancements	August 2011	January 2015

<b>Tier 2 Improvements</b>	<b>Project Design (Anticipated Start)</b>	<b>Project Construction (Finish)</b>
<b>Affordable Housing</b>		
Acquisition, rehabilitation, deed restriction of existing apartments	January 2011	September 2027
Acquisition, rehabilitation, deed restriction of existing apartments – project area	January 2011	September 2027
Affordable senior housing – new construction – project area	January 2011	September 2027
Affordable special needs housing – new construction – project area	January 2011	September 2027
Acquisition, rehabilitation, deed restriction of existing apartments – Citywide	January 2011	September 2027
Affordable family housing – new construction – Citywide	January 2011	September 2027
Affordable senior housing – new construction – Citywide	January 2011	September 2027
Affordable special needs housing – new construction – Citywide	January 2011	September 2027
Workforce housing demonstration project – property acquisition	July 2012	July 2015

	Project Design (Anticipated Start)	Project Construction (Finish)
<b>Disaster Prevention and Mitigation</b>		
Fire Station #1 Essential Public Facility Redevelopment	July 2012	July 2017
Fire Station #3 Essential Public Facility Redevelopment	September 2016	November 2022
Emergency Preparedness Training Facility	October 2011	November 2016
Facility for Public Safety Equipment Accessibility	October 2013	January 2019
Newcomb and Municipal Pier reconstruction	December 2011	July 2027
Pier Bridge replacement	October 2011	September 2019
Streetlight retrofits – project area-wide	July 2011	September 2027
<b>Community Revitalization</b>		
Open Space Element implementation – property acquisition	December 2012	September 2027
Open Space Element implementation – park development	February 2014	September 2027
Open Space Element implementation – park rehabilitation	November 2013	September 2027
Open Space Element implementation – community recreational facility rehabilitation and development	April 2014	September 2027
School grounds joint-use recreational improvements	November 2012	August 2025
Arizona Corridor streetscape improvements	December 2014	February 2019
Broadway Corridor streetscape improvements	November 2015	January 2020
Downtown Urban Design Plan implementation	April 2013	May 2019
Green Alleys program – project area-wide	July 2011	September 2027
Green Streets program – project area-wide	August 2012	September 2027
Neighborhood streetscape improvements – project area-wide	September 2013	September 2027
Freeway capping – 4 <sup>th</sup> Street to Lincoln	August 2014	July 2019
Freeway capping – Lincoln to 11 <sup>th</sup> Street	August 2017	July 2022
Freeway capping – 11 <sup>th</sup> Street to 14 <sup>th</sup> Street	August 2020	July 2025
Freeway capping – 14 <sup>th</sup> Street to 17 <sup>th</sup> Street	August 2020	July 2025
Freeway capping – 17 <sup>th</sup> Street to 20 <sup>th</sup> Street	August 2017	July 2022
Freeway capping – 20 <sup>th</sup> to Cloverfield	August 2014	July 2019
Bicycle infrastructure – project area-wide	July 2012	September 2027
Bicycle transit facilities – project area-wide	January 2011	September 2027
Seventh Street pedestrian / bicycle bridge	November 2012	March 2016
Oceanfront district enhancements – property acquisition	January 2015	September 2027
Civic Center bridge improvements	March 2013	May 2017
Light-rail-serving street improvements	January 2012	April 2022
Bus/rail interface infrastructure	March 2012	June 2025
Streetcar infrastructure	February 2014	September 2027
Transit public service facility	March 2012	August 2017

	Project Design (Anticipated Start)	Project Construction (Finish)
<b>Commercial Revitalization</b>		
Downtown Parking Strategy implementation – property acquisition	March 2011	November 2023
Downtown Parking Strategy implementation	March 2009	September 2024
Downtown Parking information system	October 2011	July 2015
Lincoln Corridor streetscape improvements	March 2014	May 2019
Lincoln Corridor improvements – property acquisition	July 2014	May 2019
Lincoln Corridor improvements – public parking	January 2015	May 2023
Pico Corridor improvements – property acquisition	July 2013	April 2021
Pico Corridor improvements – public parking	March 2015	February 2024
Santa Monica Corridor streetscape improvements	February 2015	April 2019
Santa Monica Corridor improvements – property acquisition	March 2013	April 2020
Santa Monica Corridor improvements – public parking	April 2016	April 2024
Olympic Corridor streetscape improvements	February 2017	June 2022
Colorado Corridor improvements – streetscape	June 2012	April 2018
Colorado Corridor improvements – property acquisition	March 2013	January 2019
Colorado Corridor improvements – public parking	March 2016	June 2023
Wilshire Corridor improvements – property acquisition	February 2015	July 2023
Wilshire Corridor improvements – public parking	June 2017	March 2025
Light-rail-serving street improvements	June 2012	April 2019
Light-rail station/activity center -shared parking	March 2012	February 2021
Light-rail station transit-oriented development-property acquisition	February 2012	December 2019