

Attachment C

Resolution No. SCLAA 23-007

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A RESOLUTION OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY APPROVING A TERMINATION AGREEMENT TO DISSOLVE THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, the Southern California Logistics Rail Authority (the “**SCLRA**”) is a joint powers agency formed and existing pursuant to the Joint Exercise of Powers Act, set forth in California Government Code Section 6500 *et seq.* (the “**Act**”), and a Joint Exercise of Powers Agreement, dated as of October 17, 2001, (the “**Joint Powers Agreement**”), by and among the City of Victorville, the Southern California Logistics Airport Authority, and the Former Victorville Redevelopment Agency; and

WHEREAS, the SCLRA was formed to facilitate the development of rail facilities and related improvements adjacent to Southern California Logistics Airport; and

WHEREAS, as permitted by the Act, the Joint Powers Agreement states that the SCLRA shall continue in perpetuity, unless and until the Joint Powers Agreement is rescinded, terminated, or amended as provided for therein; and

WHEREAS, the Joint Powers Agreement provides that it may be rescinded and the SCLRA terminated at any time by written consent of all of the Members of the SCLRA evidenced by a certified copy of a resolution of each of the Members’ governing bodies; provided that no bonds or other evidences of indebtedness remain outstanding; and

WHEREAS, as a result of economic conditions beyond the control of the SCLRA as well as recent announcements by the BNSF Railways indicating its desire to develop an intermodal facility in Barstow, it has become apparent that there is no longer a need or justification to pursue the development of rail facilities adjacent to Southern California Logistics Airport; and

WHEREAS, the only transaction to which the SCLRA is currently a party is that certain First Amended and Restated Master Rail Development Agreement by and between the Southern California Logistics Rail Authority and Stirling Airports International LLC, dated as of October 18, 2006, and which was subsequently assigned by Stirling Airports International LLC to Stirling Capital Investments LLC (the Master Rail Development Agreement as assigned shall hereafter be referred to as the “**Rail Agreement**”); and

WHEREAS, there has been no activity or obligation incurred by either party to the Rail Agreement and as such, upon dissolution of the SCLRA, the Rail Agreement shall be deemed of no further force and effect; and

WHEREAS, at this time, there are no outstanding obligations and the SCLRA has no outstanding unpaid costs, expenses and charges, and has no assets; and

WHEREAS, there has been prepared the form of an agreement (the “**Termination Agreement**”), in the form attached to this Resolution as Exhibit A, to terminate the Joint Powers Agreement and dissolve the SCLRA.

NOW, THEREFORE, THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Termination Agreement, in the form attached as Exhibit A, is hereby approved. The dissolution of the SCLRA pursuant to the Termination Agreement is likewise approved. The Termination of the Rail Agreement is also hereby approved. The Executive Director of the Southern California Logistics Airport Authority is hereby authorized to execute and deliver, for and in the name of the SCLRA, the Termination Agreement, with changes therein as the Executive Director may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 3. That this Resolution shall be effective as of the date of adoption.

Section 4. That the Southern California Logistics Airport Authority Secretary shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the Southern California Logistics Airport Authority; and shall make a minute of passage and adoption thereof in the records of the proceedings of the Southern California Logistics Airport Authority, in the minutes of the meeting at which this Resolution is passed and adopted.

EXHIBIT A

**TERMINATION AGREEMENT
to dissolve Southern California Logistics Rail Authority**

(substantial final form)

see attached

TERMINATION AGREEMENT

This **Termination Agreement**, dated as of _____, 2023 (this “**Agreement**”), is entered into by and among the City of Victorville (the “**City**”), the Successor Agency to the Victorville Redevelopment Agency (the “**Successor Agency**”), as the successor entity to Victorville Redevelopment Agency (the “**Former Agency**”), and the Southern California Logistics Airport Authority (the “**SCLAA**”). The City, the Successor Agency, and the SCLAA are together, referred to in this Agreement as the “**Parties**” and, individually, as a “**Party**.”

RECITALS

WHEREAS, the Southern California Logistics Rail Authority (the “**SCLRA**”) is a joint powers agency formed and existing pursuant to the Joint Exercise of Powers Act, set forth in California Government Code Section 6500 *et seq.* (the “**Act**”), and a Joint Exercise of Powers Agreement, dated as of October 17, 2001, (the “**Joint Powers Agreement**”), by and among the City, the Former Agency, and the SCLAA.

WHEREAS, the SCLRA was formed to assist with the financing and development of certain rail facilities and related improvements adjacent to the Southern California Logistics Airport.

WHEREAS, as permitted by the Act, the Joint Powers Agreement states that the SCLRA shall continue in perpetuity, unless and until the Joint Powers Agreement is rescinded, terminated, or amended as provided for therein.

WHEREAS, Section 34 of the Joint Powers Agreement provides that it may be rescinded and the SCLRA terminated at any time by written consent of all of the Members of the SCLRA evidenced by a certified copy of a resolution of each of the Members’ governing bodies; provided that no bonds or other evidences of indebtedness remain outstanding.

WHEREAS, there are no bonds or other forms of indebtedness outstanding and the SCLRA has no outstanding unpaid costs, expenses and charges, and has no assets.

WHEREAS, as a result of economic conditions beyond the control of the SCLRA, as well as recent announcements by the BNSF Railways indicating its desire to develop an intermodal facility in Barstow, it has become apparent that there is no longer a need or justification to pursue the development of rail facilities adjacent to Southern California Logistics Airport.

WHEREAS, the only transaction to which the SCLRA became a party is an agreement which was entered into with a developer in hopes of causing the development of lands adjacent

to the Southern California Logistics Airport with certain rail facilities, which agreement is designated as that certain First Amended and Restated Master Rail Development Agreement by and between the SCLRA and Stirling Airports International LLC, which was subsequently assigned to Stirling Capital Investments LLC (as assigned the “**Rail Agreement**”). Said Rail Agreement has been dormant and no transactions related thereto have occurred and neither party has incurred any obligations with respect thereto.

WHEREAS, Pursuant to AB X1 26 (enacted in June 2011), and the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), all redevelopment agencies in the State of California, including the Former Agency, dissolved as of February 1, 2012, and the Successor Agency was established as the successor entity to the Former Agency, tasked with the wind-down of the Former Agency’s affairs.

WHEREAS, The Parties desire to terminate the Joint Powers Agreement which will also have the effect of terminating the Rail Agreement and making the provisions of the Rail Agreement null and void.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The Parties hereby agree that the Joint Powers Agreement shall terminate, all obligations of each Party, if any, under the Joint Powers Agreement, including but not limited to, any obligations under the Rail Agreement shall cease, and all rights and powers of the SCLRA under the Joint Powers Agreement shall cease, as of the date of this Agreement. By virtue of such termination, the SCLRA is hereby dissolved as of the date hereof.

2. The Parties agree that there are no assets of the SCLRA to be divided between them.

3. This Agreement shall be governed by, interpreted under, construed, and enforced, in accordance with the laws of the State of California.

4. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same.

[Signatures Follow. Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

CITY OF VICTORVILLE

**SUCCESSOR AGENCY TO THE
VICTORVILLE REDEVELOPMENT
AGENCY**

Keith C. Metzler, City Manager

Debra Jones, Board Chair
Successor Agency to the Victorville
Redevelopment Agency

Date: _____

Date: _____

ATTEST:

ATTEST:

Jennifer Thompson, Victorville City Clerk

Jennifer Thompson, Successor Agency
Secretary

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Andre de Bortnowsky, City Attorney

Andre de Bortnowsky,
Successor Agency Legal Counsel

Date: _____

Date: _____

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

Keith C. Metzler, Executive Director

Date: _____

ATTEST:

Jennifer Thompson, Secretary

Date: _____

APPROVED AS TO FORM:

Andre de Bortnowsky, General Counsel

Date: _____