

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

359
(2051)



FROM: Successor Agency

SUBMITTAL DATE:
August 8, 2016

SUBJECT: Approval of Agreement for Taxing Entity Compensation for APN 757-062-003, Community of Thermal, 4th District. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement for taxing Entity Compensation for APN 757-062-003 (Property), providing for the transfer of the Property to Desert Recreation District (DRD) for development of a community park;
2. Authorize the Deputy County Executive Officer or designee, to take any and all actions to obtain approval of, and to implement, said Compensation Agreements with the Oversight Board to the Redevelopment Agency for the County of Riverside (Oversight Board) and all affected taxing entities; and,
3. Authorize staff to forward to the Oversight Board.

BACKGROUND:

Summary

(commences on page 2)

Rohini Dasika
Rohini Dasika
Principal Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 2016/17

C.E.O. RECOMMENDATION:

APPROVE
Paul McDonnell
BY: Paul McDonnell

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Yousha D. Kelly* 8/17/16
DATE: MARSHA L. VICTOR

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District:

Agenda Number:

4-1

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Agreement for Taxing Entity Compensation for APN 757-062-003,
Community of Thermal, 4th District. [\$0]**

DATE: August 8, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

ABx1 26, enacted in June 2011 (as amended by AB 1484 in June 2012) (collectively the "Dissolution Act"), charges the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) with winding down the affairs of the former Redevelopment Agency for the County of Riverside (RDA). Pursuant to Health and Safety Code Section 34191.5, added by the Dissolution Act, the Successor Agency prepared a Long Range Property Management Plan (LRPMP) which identified all real property assets owned by the former RDA, and recommended appropriate disposition strategies for each identified parcel. The LRPMP includes property profiles, a description of each property's potential use, and an explanation of the benefit of the proposed disposition strategy to the surrounding community. The LRPMP was approved by the California Department of Finance (DOF) on December 18, 2015.

The LRPMP allows the Successor Agency to retain for future development that certain real property consisting of approximately 4.38 acres, located in Thermal, California, identified by Assessor's Parcel Number 757-062-003.

The property is referenced as the "Future Thermal Library Property" on page 25 of the LRPMP. The property is located off of Highway 111 between Church Street and Olive Street in the unincorporated community of Thermal. The property is located across the street from Jerry Rummond's Senior and Community Center. The LRPMP specifies that the County will pursue the development of a park for the benefit of the residents; and, in order to effectuate this action, the Successor Agency desires to transfer the property to the Desert Recreation District.

Real property included within the "Future Development Sites" category of the LRPMP is to be transferred after the Successor Agency has entered into a California Health and Safety Code ("HSC") § 34180 (f)(1) compensation agreement (the "Compensation Agreement") with the taxing entities, as defined in HSC § 34171 (k), that receive pass-through payments and distributions of property taxes attributable to redevelopment project areas of the former redevelopment agency.

Staff recommends that the Board approve the attached Agreement for Taxing Entity Compensation for APN 757-062-003, authorize the Deputy County Executive Officer to perform all actions necessary to effectuate the Agreement with the taxing entities, and direct staff to submit the Agreement to the Oversight Board.

Impact on Residents and Businesses

Approval of this item will ultimately provide the residents of the community of Thermal with a park to be developed by DRD, in close proximity to the Jerry Rummond's Senior and Community Center.

**AGREEMENT FOR
TAXING ENTITY COMPENSATION
FOR
APN 757-062-003**

THERMAL, RIVERSIDE COUNTY

This Agreement for Taxing Entity Compensation (this "**Agreement**"), dated for reference purposes as of _____, 2016, is entered into by and among the Successor Agency to the Redevelopment Agency for the County of Riverside "**Successor Agency**" and the following public agencies (all of which are collectively referred to herein as the "**Parties**" and as the "**Taxing Entities**"):

- County of Riverside, a political subdivision of the State of California;
- Riverside County Free Library,
- Riverside County Structure Fire Protection;
- Riverside County Regional Parks and Open Space;
- County Service Area 125;
- Riverside County Office of Education;
- Supervisorial Road District 4;
- Coachella Valley Unified School District;
- Desert Community College District;
- City of La Quinta;
- City of Coachella Annexation Area;
- Coachella Valley Public Cemetery;
- Coachella Fire Protection;
- Coachella Valley Mosquito and Vector Control;
- Coachella Valley Recreation and Parks (Desert Recreation District);
- Coachella Valley Water District (CVWD);
- Coachella Valley Resource Conservation District
- CVWD Imp. District 1 Debt Service; and
- CVWD Storm Water Unit.

RECITALS

WHEREAS, Pursuant to Assembly Bill xl 26 (together with AB 1484 and SB 107, the "Dissolution Act"), the Redevelopment Agency for the County of Riverside ("Redevelopment Agency") was dissolved effective February 1, 2012, and pursuant to Health & Safety Code Section 34173, the County of Riverside elected to serve as the successor agency to the dissolved Redevelopment Agency;

WHEREAS, California Health and Safety Code ("HSC") Section 34191.5 provides for the disposition of Successor Agency property pursuant to the approved Long Range Property

Management Plan (“LRPMP”);

WHEREAS, on November 5, 2015 the Amended LRPMP was approved by resolution of the Oversight Board of the (insert full name of OB) (“Oversight Board”);

WHEREAS, on December 18, 2015 , the California Department of Finance approved the Amended LRPMP;

WHEREAS, the Successor Agency owns property within the Desert Communities Redevelopment Project Area, Thermal Sub-area, bearing the Assessor's Parcel number 757-062-003;

WHEREAS, the Property is recognized by the County of Riverside as a vital site for the development of a park to fulfill the redevelopment plan objectives as detailed in the Redevelopment Plan for Project No. 4, as adopted by the Riverside County Board of Supervisors on December 23, 1986 via Ordinance 638. The disposition of this Property for development of a community park is addressed in the Amended LRPMP, which is required pursuant to CA HSC section 34191.3. As such, the Successor Agency desires to transfer this Property to the Desert Recreation District for development of a community park as authorized under CA HSC 34191.5;

WHEREAS, the Desert Recreation District’s ownership and control of the Property for development, which includes the oversight of the development of the Property into a community park, are necessary to achieve the Desert Recreation District and the County of Riverside’s goal of providing community recreational opportunities to residents;

WHEREAS, in addition to the County of Riverside, the affected Taxing Entities are stakeholders in the sale proceeds and property tax revenues of the Property;

WHEREAS, the Taxing Entities were informed of the Successor Agency's strategy and vision concerning the transfer of the Property to the Desert Recreation District for development of a community park; and

WHEREAS, pursuant to the Amended LRPMP, the Successor Agency will be transferring the Property to the Desert Recreation District, subject to entering into this Agreement with the Taxing entities.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Purpose.** This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated herein by this reference. The purpose of this Agreement is to address the forbearance of certain prospective revenues among the Taxing Entities that share in the property tax in proportion to their share of the property tax base, as determined under the Dissolution Act (“Tax Increment”) for properties

located within Project No. 4 in the City of Thermal ("Project Area") formerly administered by the Redevelopment Agency.

2. **Transfer the Property to the Desert Recreation District.** The Taxing Entities agree that the Successor Agency shall transfer the Property to the Desert Recreation District for Zero Dollars (\$0).

3. **Forbearance of Sale.** The Taxing Entities agree that by consenting to the Successor Agency's transfer of the Property to the Desert Recreation District for Zero Dollars (\$0) that such consent is a forbearance of the sale proceeds.

4. **Authorization.** The individuals executing this Agreement, on behalf of their public entities, are representing and warranting that they have the legal power, right and actual authority to bind the entities they represent to the terms and conditions hereof.

5. **Compensation Agreement.** The Parties hereto acknowledge and agree that that HSC Section 34191.3 provides that once the Amended LRPMP has been approved by the California Department of Finance, the Amended LRPMP shall govern and supersede all other provisions of the Dissolution Act relating to the disposition and use of the former Redevelopment Agency's real property assets.

The Parties hereto intend this Agreement to satisfy certain requirements under the Amended LRPMP. If a court order, legislation or Department of Finance policy reverses the requirement of the Successor Agency to enter into this Agreement, the Parties acknowledge that it will not be necessary for the Successor Agency to enter into this Agreement with the Taxing Entities, and in such event, the Successor Agency will be permitted to dispose of the Property even if this Agreement has not been executed by all Taxing Entities.

6. **Miscellaneous Provisions**

a. This Compensation Agreement may be modified or amended only by a written agreement executed by the Parties here to

b. This Compensation Agreement, including any attachments, if any, constitutes a final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. Neither party has been induced to enter into this Compensation Agreement and neither party is relying on any representation or warranty outside those expressly set forth in this Compensation Agreement

c. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a

Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

d. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

e. Whenever action or approval by the Successor Agency is required under this Agreement, the Deputy County Executive Officer or his or her designee may act on or approve such matter unless specifically provided otherwise, or unless the Deputy County Executive Officer determines in his or her discretion that such action or approval requires referral to the County of Riverside Board of Supervisors for consideration.

f. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

g. The Parties hereto further represent and declare that they carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

h. Each party represents that the person executing this Agreement on behalf of said party has the full authority to do so to bind the party to perform pursuant to the terms and conditions of this Agreement.

i. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as part of this Agreement and enforceable clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

j. Each party hereto covenants and agrees to perform all acts and obligations, and to prepare, execute, and deliver such written agreements, documents, and instruments as

may be reasonably necessary to carry out the terms and provisions of this Agreement.

k. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representatives drafted such provision.

l. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of the County of Riverside and the Parties waive any provision of law providing for a change of venue to another location.

REMAINDER OF PAGE BLANK

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: _____
Name: John J. Benoit
Title: Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Jhaila R. Brown 8-8-16
JHAILA R. BROWN DATE

COUNTY OF RIVERSIDE

By: _____
Name: John J. Benoit
Title: Chairman of the Board of Supervisors

SIGNATURES CONTINUED ON FOLLOWING PAGES

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY FREE LIBRARY

By: _____
Name: John J. Benoit
Title: Chairman of the Board of Supervisors

RIVERSIDE COUNTY STRUCTURAL FIRE PROTECTION

By: _____
Name: John J. Benoit
Title: Chairman of the Board of Supervisors

SIGNATURES CONTINUED ON FOLLOWING PAGES

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____

Name: John J. Benoit

Title: Chairman, District Board of Directors

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DISTRICT

By: _____

Name: John J. Benoit

Title: Chairman, District Board of Directors

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY SERVICE AREA 125

By: _____
Name: John J. Benoit
Title: Chairman of the Board of Supervisors

SUPERVISORIAL ROAD DISTRICT 4

By: _____
Name: John J. Benoit
Title: Chairman of the Board of Supervisors

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY OFFICE OF EDUCATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

DESERT COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

CITY OF LA QUINTA

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

CITY OF COACHELLA ANNEXATION AREA

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY PUBLIC CEMETERY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA FIRE PROTECTION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY MOSQUITO VECTOR AND CONTROL

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

DESERT RECREATION DISTRICT

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY WATER DISTRICT

By: _____

Name: _____

Title: _____

COACHELLA VALLEY WATER DISTRICT, IMP. DISTRICT 1 DEBT SERVICE

By: _____

Name: _____

Title: _____

COACHELLA VALLEY WATER DISTRICT, PSEUDO

By: _____

Name: _____

Title: _____

COACHELLA VALLEY WATER DISTRICT, STORM WATER UNIT

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____