



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.1
(ID # 4548)

MEETING DATE:

Tuesday, June 20, 2017

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN SPACE DISTRICT: Approval of the Agreement for Taxing Entity Compensation for APN 757-062-003, Community of Thermal, 4th District. [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Agreement for Taxing Entity Compensation for APN 757-062-003 to provide for transfer of certain real property to the Desert Recreation District ("DRD") for development of a community park in Thermal and address forbearance of prospective revenues and authorize the Chairman of the Board of Directors to execute the same on behalf of the District.

ACTION: Consent




Scott Bangle Director General Manager / Park Director 6/8/2017

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Ashley, seconded by Director Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 20, 2017
xc: Parks

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	NO
			For Fiscal Year:	16/17

BACKGROUND:

Summary

Property to be transferred to DRD is formerly Redevelopment Agency property now controlled by the County of Riverside as successor agency. Since the Riverside County Regional Park and Open-Space District ("District") would financially benefit if the property were to be sold to a non-governmental agency, District consent is required to proceed.

The financial impact to the District is negligible. The County of Riverside approved this Agreement on June 6, 2017. The Park District has received a request to approve the agreement.

County Counsel has reviewed the Agreement and approved as to form.

Impact on Citizens and Businesses

District staff agrees that a community park will be a beneficial addition to the community and has no objections to approving the Agreement.

Attachments:

Agreement for Taxing Entity Compensation for APN 757-062-003


Alex Garr

6/13/2017


Gregory B. Priamos, Director County Counsel

6/8/2017

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**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 County of Riverside "**County**" 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, pursuant to the Amended LRPMP, the Successor Agency will transfer property within the Desert Communities Redevelopment Project Area, Thermal Sub-area, bearing the Assessor's Parcel number 757-062-003 to the County for future development;

WHEREAS, CA HSC Section 31480(f) provides that if a county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to , CA HSC 34188, for the value of the property retained;

WHEREAS, the Property is recognized by the County 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 County desires to transfer this Property to the Desert Recreation District for development of a community park as authorized under CA HSC Section 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, 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 County 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 County 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 County'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 CA 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 County to enter into this Agreement, the Parties acknowledge that it will not be necessary for the County to enter into this Agreement with the Taxing Entities, and in such event, the County 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 Agreement may be modified or amended only by a written agreement executed by the Parties here to

b. This 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 Agreement and neither party is relying on any representation or warranty outside those expressly set forth in this 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 County 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.

i. 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.

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

k. 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.

l. 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.

SIGNATURES ON FOLLOWING PAGES

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

COUNTY OF RIVERSIDE

By: _____
Name: John Tavaglione
Title: Chairman of the Board of Supervisors

RIVERSIDE COUNTY FREE LIBRARY

By: _____
Name: John Tavaglione
Title: Chairman of the Board of Supervisors


RIVERSIDE COUNTY STRUCTURAL FIRE PROTECTION

By: _____
Name: John Tavaglione
Title: Chairman of the Board of Supervisors

SIGNATURES CONTINUED ON FOLLOWING PAGES

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

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DISTRICT

By: 
Name: KEVIN JEFFRIES
Title: Chairman, District Board of Directors

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 6-7-17
SYNTHIA M. GUNZEL DATE

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

RIVERSIDE COUNTY SERVICE AREA 125

By: _____
Name: John Tavaglione
Title: Chairman of the Board of Supervisors

SUPERVISORIAL ROAD DISTRICT 4

By: _____
Name: John Tavaglione
Title: Chairman of the Board of Supervisors

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

COACHELLA VALLEY RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____