

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



**ITEM: 3.3
(ID # 16725)**

MEETING DATE:
Tuesday, July 20, 2021

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approval of the Agreement Among Taxing Entities For Property identified with Assessor Parcel Number 417-020-034 with the City of Beaumont and other taxing entities related to the transfer of property by Beaumont's Successor Agency to the City of Beaumont in accordance with the Beaumont Successor Agency's Long Range Property Management Plan, County as Taxing Entity, 5th District. [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Agreement Among Taxing Entities with the City of Beaumont and other taxing entities related to the transfer of property (APN 417-020-034) from Beaumont's Successor Agency to the City of Beaumont for no net consideration in accordance with the Successor Agency's approved Long Range Property Management Plan.
2. Authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County.

ACTION:Policy

Don Kent, Director of Finance

7/1/2021

Jeff Van Wageningen, County Executive Officer

7/14/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 20, 2021
xc: EO, Parks, Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

(Companion Item 11.4 and 13.1)

**SUBMITTAL TO THE BOARD OF SUPERVISORS 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:	21/22

BACKGROUND:

Summary

The City of Beaumont requests that certain real property located within the City, more specifically described in "Exhibit A"(subject property), be transferred from the Successor Agency to the dissolved Beaumont Redevelopment Agency (Successor Agency) to the City of Beaumont. This transfer is in accordance with the Successor Agency's Long-Range Property Management Plan (LRPMP) approved by the Successor Agency's Oversight Board and the Department of Finance (DOF).

The Successor Agency intends to transfer the subject property for no net consideration. In compliance with the Successor Agency's approved LRPMP and the Health & Safety Code Section 34180, the City of Beaumont is seeking consent from the affected taxing entities by entering into an Agreement Among Taxing Entities (Compensation Agreement).

The County has no objection that the subject property located within the City of Beaumont be acquired and retained by the City. The County shares about 10% of the asset sales as taxing entity of Beaumont's Successor Agency. Since the transfer is in accordance with the Successor Agency's approved LRPMP, the County has no objection to the transfer of the subject property by the Beaumont Successor Agency to the City of Beaumont for no consideration.

Companion item to Flood Control & Water Conservation District's item (MT16733) and Regional Parks and Open Space District's item (MT16772).

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

Impact on Citizens and Businesses

The property being acquired and retained by the City of Beaumont for future redevelopment projects and activities described in the Beaumont Successor Agency Long-Range Property Management Plan will benefit the citizens and businesses of the City of Beaumont.

Attachments:

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

- Agreement Among Taxing Entities for APN 417-020-034
- Exhibit A



Gregory V. Priamos, Director County Counsel 7/1/2021

CLERK'S COPY

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

Thank you

AGREEMENT AMONG TAXING ENTITIES

This Agreement Among Taxing Entities ("**Agreement**"), dated for reference purposes as of May 12, 2021, is entered into by and between the City of Beaumont, a general law city ("**City**"), and Beaumont Unified School District, County of Riverside, Riverside County Flood Control and Water Conservation District Zone 5, Riverside County Office of Education, Mt. San Jacinto Junior College, Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Gorgonio Pass Water Agency, San Gorgonio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open-Space District ("**Taxing Entities**") (collectively, the "**Parties**").

RECITALS

A. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Beaumont ("Redevelopment Agency") was dissolved, and pursuant to California Health and Safety Code Section 34173, the City assumed the capacity of the Successor Agency to the dissolved Redevelopment Agency ("Successor Agency").

B. The City has requested of the Successor Agency that certain real property located within the City and more specifically identified on Exhibit "A", attached hereto and made a part hereof by this reference (APN 417-020-034) (the "**Property**") be retained by the City for future redevelopment activities as a site for expansion of the City's Wastewater Treatment Plant pursuant to California Health & Safety Code Section 34180(f).

C. The Successor Agency submitted to the Countywide Oversight Board for the County of Riverside ("Oversight Board") and the State Department of Finance ("DOF") a proposed Long Range Property Management Plan ("LRPMP") pursuant to Health & Safety Code Section 34191.5(b) for DOF review and approval. DOF formally approved said LRPMP on December 29, 2015.

D. The LRPMP includes the Property cited above and intends that the Successor Agency shall transfer said Property to the City for no consideration. The LRPMP also provides that the City will seek a Compensation Agreement with the affected taxing agencies under Health & Safety Code Section 34180(f)(1) after the LRPMP is authorized by the DOF.

E. The purpose of this Agreement is to obtain consent to the transfer to the City of the Property for no consideration and consequently to provide for the payment of zero sales proceeds upon the conveyance and transfer of the Property by the Successor Agency to the City for future redevelopment pursuant to Health and Safety Code Sections 34180(f) and 34188.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. Incorporation of Recitals. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference.
2. Entities Entering Into this Agreement. The City and Taxing Entities specifically identified below hereby enter into and execute this Agreement:

JUL 20 2021 3.3, 11.4 *13.1

Beaumont Unified School District, County of Riverside, Riverside County Flood Control and Water Conservation District Zone 5, Riverside County Office of Education, Mt. San Jacinto Junior College, Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Geronio Pass Water Agency, San Geronio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open-Space District.

3. Property to be Conveyed for Future Redevelopment. Consistent with the requirements of Health and Safety Code Section 34180(f), the Property will be conveyed and transferred by the Successor Agency to the City for future redevelopment activities implemented by the City consistent with the LRPMP, the Redevelopment Plan adopted for the Project Area, and the Implementation Plans adopted in connection with the Redevelopment Plan (all of the foregoing, collectively the "Plans"). Consideration and funding for the subject conveyance and transfer of the Property shall be accomplished with City funds under its own auspices, and no sum shall be payable to the Taxing Entities in proportion to their respective shares of the base property tax of the value of the Property which shall constitute and represent the zero sales price payable by the City for the Property (the "Sales Price"). It is further understood and agreed that the City and Taxing Entities shall be credited with their respective shares of the Sales Price proceeds by the Riverside County Auditor-Controller ("Auditor-Controller") which are agreed to be none/zero.

4. Compensation Arrangement and Payment to City. The City agrees that, consistent with Health & Safety Code Section 34180(f), and upon conveyance of fee title to the Property to the City by the Successor Agency and its retention of the Property as a result of such conveyance, the City will transfer zero sales proceeds to the Auditor-Controller (the "Sales Proceeds") for distribution to the independent Taxing Entities in accordance with their respective pro rata share of the property tax base for the Property as set forth in Health and Safety Code Sections 34180 and 34188.

5. Appraisal Report and Value of Property. Health and Safety Code Section 34180(f)(2) authorizes the Oversight Board, acting pursuant to Health & Safety Code Section 34179, to conduct an appraisal by an independent appraiser to establish the fair market value of the Property as of the 2011 property tax lien date. However, given the fact that the Property will be used as a Waste Water Treatment Plant by the City for the purpose of providing sewer services to the residents of the City of Beaumont and providing safe drinking water, the Taxing Entities agree that the Property will be transferred without cost to the City and no appraisal shall be required.

6. Calculation and Payment of Sales Price. The Parties acknowledge and agree that the Sales Price for the Property shall be zero; pursuant to which the City shall remit to the Auditor-Controller zero Sales Proceeds (the "Compensation Payment") concurrently with conveying and transferring fee title of the Property to the City by the Successor Agency pursuant to a transfer agreement entered into by the Parties and approved by the Oversight Board and DOF.

6.1. The Parties hereby agree and represent that the payment(s) made pursuant to this Agreement satisfies the requirements of Health and Safety Code Sections 34180(f) and 34188 regarding the legally mandated payments to Taxing Entities in proportion to their shares of the property base for the value of the Property retained by the City.

7. Conditions Precedent to Effectuation and Implementation of Agreement. Notwithstanding anything contained in this Agreement to the contrary, effectuation and implementation of the Agreement, including but not limited to the City's obligation to remit and pay the Compensation Payment to the Parties, shall be subject to the prior approval of a transfer agreement by and between

the Successor Agency and the City, and execution of this Compensation Agreement by each of the other applicable Taxing Entities operating and/or located within the Project Area. In the event that a court of competent jurisdiction issues an order, new legislation is enacted or the legislature modifies the requirements of Health & Safety Code Section 34180(f), then this Agreement shall remain binding and enforceable.

8. Miscellaneous Provisions.

8.1. Notices. 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 each of the Parties may designate by written notice delivered to the other 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.

8.2. Headings; Interpretation. 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 both Parties had prepared it.

8.3. Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Council may act on and/or approve such matter unless specifically provided otherwise through a delegated authority to a City official.

8.4. Entire Agreement. This Agreement and all exhibits hereto, contain the entire agreement between the Parties with respect 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

8.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by other Parties. Any executed counterpart of this Agreement may be delivered to other Parties by facsimile and shall be deemed as binding as if an originally-signed counterpart was delivered.

8.6. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect unless an essential purpose of the Agreement is defeated by such invalidity or unenforceability.

8.7. No Third Party Beneficiaries. 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.

8.8. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.9. Governing Law; Venue. 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 Riverside County, California or in the Federal District Court for the Central District of California.

8.10. Conditional Effectiveness. This Agreement shall become effective when the City and the Taxing Entities have executed this Agreement below. In the event that not all of the Taxing Entities execute this Agreement, this Agreement shall be effective with respect to those Taxing Entities that do sign this Agreement upon the execution of this Agreement by the City. Promptly following the effectiveness of this Agreement, the City shall transmit notice to all the applicable Party or Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

IN WITNESS WHEREOF, the foregoing agreement was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

By: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Unified School District

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

County of Riverside

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

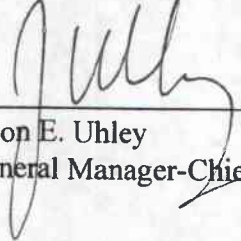
ATTEST:

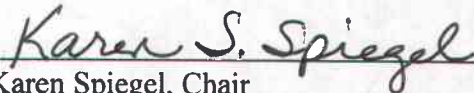
By: Wendell Raso

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
Jason E. Uhley
General Manager-Chief Engineer

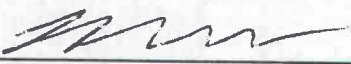
By 
Karen Spiegel, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Gregory P. Priamos
County Counsel

Kecia Harper
Clerk of the Board

By 
Michael Thomas
Deputy County Counsel

By 
Deputy

(SEAL)

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Flood Control and Water Conservation District Zone 5

By: _____
Karen Spiegel, Chair
Board of Supervisors of the District

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Michael Thomas
Deputy County Counsel

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Office of Education

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Mt. San Jacinto Junior College

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Cherry Valley Recreation and Park District

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Library District

By: _____

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SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

San Geronio Pass Water Agency

By: _____

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SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

San Geronio Pass Memorial Hospital

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Summit Cemetery District

By: _____

APPROVED AS TO FORM:

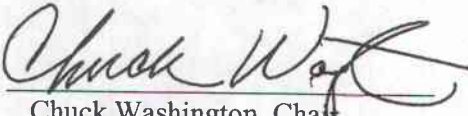
By: _____

ATTEST:

By: _____


SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Regional Park and Open Space District


By: 
____ Chuck Washington, Chair
____ Board of Directors

APPROVED AS TO FORM:

Gregory P Priamos
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

ATTEST:

By: 

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Regional Park and Open Space District

By: _____
_____ Chuck Washington, Chair
_____ Board of Directors

APPROVED AS TO FORM:

Gregory P Priamos
County Counsel

By: _____
_____ Kristine Bell-Valdez
_____ Supervising Deputy County Counsel

ATTEST:

By: _____

Exhibit A

Legal Description

52.00 ACRES M/L IN POR SW 1/4 OF SEC 9 T3S R1W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS Township N 3 Acres 052.00 M/L Section 09 Portion 1/4 Range 01 Portion Direction S Range Direction W

Property Description

The Property consists of one (1) approximately 52.00-acre parcel (APN 417-020-034) located on Fourth Street, directly adjacent to the existing Wastewater Treatment Plant located at 715 W. Fourth Street approximately 400 feet southwest of Coopers Creek. The site is vacant land which is landlocked. The property has been mass graded to create seven pads for future treatment plant facility buildings, access roads and a large water storage basin. The Expansion Property contains multiple easements for major utilities including a major Edison power line system, two gas pipeline easements, one fiber optic cable easement and one petroleum pipeline easement. These easements prohibit any future building on a majority of the site. In the City's General Plan, the Expansion Property is designated as Public Facility.

(updated legal description to be provided by First American Title Company)

Site Exhibit

