

**CITY COUNCIL RESOLUTION NO. 76-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND  
APPROVING AND AUTHORIZING EXECUTION OF A MASTER AGREEMENT FOR  
TAXING ENTITY COMPENSATION**

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**WHEREAS**, Assembly Bill 1X 26, enacted in June 2011, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861, and further modified by Assembly Bill 1484, enacted in June 2012, and other subsequently adopted legislation (collectively, the “Dissolution Act”) dissolved and set out procedures for the wind-down of the affairs of all redevelopment agencies throughout the State effective February 1, 2012; and

**WHEREAS**, the Successor Agency to the Richmond Community Redevelopment Agency (“Successor Agency”) is the successor entity to the former Richmond Community Redevelopment Agency (“Redevelopment Agency”) and is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency; and

**WHEREAS**, pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (“LRPMP”) that addresses disposition of the real property formerly owned by the Redevelopment Agency; and

**WHEREAS**, the LRPMP was approved by the Oversight Board of the Successor Agency and the State Department of Finance (DOF) by letter dated December 31, 2015; and

**WHEREAS**, the LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), seven (7) properties formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for future development; and

**WHEREAS**, in compliance with Health and Safety Code Section 34191.5(c)(2)(A)(iii) and a directive from DOF, the City must enter into an agreement with the Taxing Entities (as that term is defined in the Master Agreement for Taxing Entity Compensation (“Compensation Agreement”) in the form attached as Attachment 1 to the Agenda Report in support of this Resolution) that addresses disposition of the seven properties to be conveyed to the City for future development and provides for the payment of Net Unrestricted Proceeds (as that term is defined in the Compensation Agreement) from the sale of the sites to the affected Taxing Entities.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND  
DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** Incorporation of Recitals. The foregoing recitals are true and correct, and are incorporated herein and made an operative part of this Resolution.

**Section 2.** Approval of Compensation Agreement. The City Council hereby approves the Master Agreement for Taxing Entity Compensation (“Compensation Agreement”) in the form attached as Attachment 2 to the Agenda Report in support of this Resolution. The City Council hereby authorizes and directs the City Manager to execute the Compensation Agreement, subject to such minor, conforming and clarifying changes as may be approved by the City Attorney.

**Section 3.** Authorization to Implement Resolution. The City Council hereby authorizes and directs the City Manager, on behalf of the City, to take such actions and execute such other documents as are necessary or convenient to effectuate the purposes of this Resolution, including without limitation, submitting the Compensation Agreement to the Taxing Entities for execution, and to cooperate with the Taxing Entities in obtaining the signatures of such Taxing Entities and to ensure that the Net Unrestricted Proceeds from the sale of the seven former Redevelopment Agency properties for future development are forwarded to the County Auditor-Controller for distribution to the Taxing Entities as provided for in the Compensation Agreement and as and to the extent required by law.

**Section 4. Severability.** If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

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I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held July 26, 2016, by the following vote:

AYES: Councilmembers Bates, Beckles, McLaughlin, Myrick, Pimplé,  
Vice Mayor Martinez, and Mayor Butt.  
NOES: None.  
ABSTENTIONS: None.  
ABSENT: None.

PAMELA CHRISTIAN  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

TOM BUTT  
Mayor

Approved as to form:

BRUCE GOODMILLER  
City Attorney

State of California            }  
County of Contra Costa        } : ss.  
City of Richmond               }

I certify that the foregoing is a true copy of **Resolution No. 76-16**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on July 26, 2016.

  
\_\_\_\_\_  
Pamela Christian, Clerk of the City of Richmond

# MASTER AGREEMENT FOR TAXING ENTITY COMPENSATION

(City of Richmond)

This Master Agreement for Taxing Entity Compensation (this “**Agreement**”), dated for reference purposes as of \_\_\_\_\_, 2016, is entered into by and among the following public agencies (all of which are collectively referred to herein as the “Parties” and as the “**Taxing Entities**”):

City of Richmond, a municipal corporation and charter city (“**City**”);  
County of Contra Costa;  
Contra Costa County, Superintendent of Schools;  
West Contra Costa Unified School District;  
Contra Costa County Community College District;  
East Bay Municipal Utilities District;  
Contra Costa County Water Agency;  
Bay Area Air Quality Management District;  
East Bay Regional Parks District;  
Contra Costa County Mosquito and Vector Control District;  
S.F. Bay Area Rapid Transit District;  
Contra Costa County Flood Control and Water Conservation District;  
Contra Costa County Resource Conservation District;  
West County Wastewater District;  
Stege Sanitary District;  
West Contra Costa County Healthcare District;  
Alameda-Contra Costa Transit District; and  
Contra Costa County Library District.

## RECITALS

A. Pursuant to Assembly Bill 1X 26, enacted in June 2011, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al*, Case No. S194861, and further modified by Assembly Bill 1484, enacted in June 2012, and other subsequent legislation (collectively, the “**Dissolution Act**”), the Richmond Community Redevelopment Agency (“**Redevelopment Agency**”) was dissolved.

B. The Successor Agency to the Richmond Community Redevelopment Agency (the “**Successor Agency**”) is the successor entity to the former Redevelopment Agency and is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency. Pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate legal entity from the City.

C. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (“**LRPMP**”) that addresses disposition of the real property formerly owned by the Redevelopment Agency.

D. The LRPMP was approved by Resolution of the Oversight Board to the Successor Agency (the “**Oversight Board**”), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the County Board of Supervisors, the Mayor of the City, the West Contra Costa County School District, the Chancellor of the California Community Colleges, and East Bay Regional Park District.

E. The State Department of Finance (“**DOF**”) approved the LRPMP by letter dated December 31, 2015.

F. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), seven (7) property sites formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for future development.

NOW THEREFORE, 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 into this Agreement by this reference. The purpose of this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base (“**Tax Base**”) for property located within the Richmond Redevelopment Project Areas (collectively, the “**Project Area**”) formerly administered by the Redevelopment Agency.

2. Sites to be Conveyed for Development Consistent with Plans. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), seven (7) properties formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for future sale and development. The Dissolution Act requires that any future development be consistent with the Redevelopment Plan adopted for the Project Area, the Implementation Plans adopted in connection with the Redevelopment Plan, the Richmond General Plan and any other community plans applicable to the sites (all of the foregoing, collectively, the “**Plans**”). These seven (7) properties (individually a “**Site**” and collectively, the “**Sites**”) are more fully described in Attachment A.

3. Compensation Arrangement. The City agrees that, consistent with the LRPMP, in connection with the subsequent conveyance of any of the Sites, the City will remit the Net Unrestricted Proceeds to the Contra Costa County Auditor-Controller for distribution to the Taxing Entities in accordance with each Taxing Entity’s pro rata share of the Tax Base. “**Net Unrestricted Proceeds**” shall mean the proceeds of sale received by the City for the sale of any Site, less: (i) costs incurred by the City for expenses incurred in connection with the management and disposition of the Site, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers’ fees, escrow, closing costs, survey, title insurance, attorneys’ and consultants’ fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Site, and any relocation costs under State or Federal relocation laws and applicable requirements, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Site. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds.

4. Sale Procedures and Proceeds. The Parties acknowledge that the City is obligated to convey each Site for development consistent with the Plans. The Parties further acknowledge that consistent with Government Code Section 52200 et seq. (added by Senate Bill 470 adopted in September 2013), prior to the disposition of the Sites or any part thereof, the City may be obligated to hold a noticed public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration development constraints and requirements, and the covenants, conditions and development costs required by the sale or lease. The City anticipates that the disposition price for a Site may be minimal when remediation costs, the costs required for necessary public improvements and infrastructure, and other development constraints are taken into account.

5. Compensation Agreement. Health and Safety Code Section 34191.3 provides that once an LRPMP has been approved by DOF, the LRPMP supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property assets. Nonetheless, in compliance with Health and Safety Code Section 34191.5(c)(2)(A)(iii) and a directive from DOF, with Oversight Board consent, the LRPMP provides that the City of Richmond will enter into an agreement with the taxing entities that addresses disposition of the seven properties to be conveyed to the City for future development. Notwithstanding the foregoing, this section of this Agreement will not be operative if a court order, legislation or DOF policy reverses the DOF's directive regarding such agreements, and in such event, the City will be permitted to dispose of the properties even if this Agreement has not been executed by all Taxing Entities. Notwithstanding the foregoing, the City agrees that it will comply with the provisions of the LRPMP that require payment of Net Unrestricted Proceeds to the Taxing Entities.

6. Term of Agreement. This Agreement shall remain in full force and effect until the Net Unrestricted Proceeds from the sale of the last of the seven properties has been paid to the County Auditor-Controller for disbursement to the Taxing Entities, at which time it shall automatically terminate.

7. Miscellaneous Provisions.

7.1 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 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.

7.2 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 all Parties had prepared it.

7.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

7.4 Entire Agreement. This Agreement, including Exhibit A attached hereto and incorporated herein by this reference, contains the entire agreement among 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.

7.5 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 the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

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

7.7 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.

7.8 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.

7.9 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 Contra Costa County, California or in the appropriate Federal District Court.

*SIGNATURES ON FOLLOWING PAGES.*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

**CITY OF RICHMOND**, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

APPROVED AS TO FORM:  
City Attorney

By: \_\_\_\_\_

Address for Notices:

City Manager  
City of Richmond  
450 Civic Center Plaza  
Richmond, CA 94804

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**COUNTY OF CONTRA COSTA**, a political subdivision of the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Counsel

Address for Notices:

County of Contra Costa  
County Administrator  
651 Pine Street, 10th Floor  
Martinez, CA 94553

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**CONTRA COSTA COUNTY SUPERINTENDENT OF SCHOOLS**, a service agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Karen Sakata, Superintendent  
Contra Costa County Superintendent of Schools  
77 Santa Barbara Road  
Pleasant Hill, CA 94523

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Matt Duffy, Superintendent  
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, CA 94801

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**CONTRA COSTA COUNTY COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Community College District  
500 Court Street  
Martinez, CA 94553  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**EAST BAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

East Bay Municipal Utility District

P. O. Box 24055

Oakland, CA 94623

Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**CONTRA COSTA COUNTY WATER AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Water Agency  
30 Muir Road  
Martinez, CA 94553  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**EAST BAY REGIONAL PARKS DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

East Bay Regional Parks District  
2950 Peralta Oaks Court  
Oakland, CA 94605

Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**CONTRA COSTA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa Mosquito and Vector Control District  
155 Mason Circle  
Concord, CA 94520  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**BAY AREA RAPID TRANSIT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Bay Area Rapid Transit District

P. O. Box 12688

Oakland, CA 94604

Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Flood Control and  
Water Conservation District  
255 Glacier Drive  
Martinez, CA 94553  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**CONTRA COSTA COUNTY RESOURCE CONSERVATION DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Resource Conservation District  
5552 Clayton Road  
Concord, CA 94521  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**WEST COUNTY WASTEWATER DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

West County Wastewater District  
2910 Hilltop Drive  
Richmond, CA 94806  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**STEGE SANITARY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Stege Sanitary District  
7500 Schmidt Lane  
El Cerrito, CA 94530  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**WEST CONTRA COSTA COUNTY HEALTHCARE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

West Contra Costa County Healthcare District  
2000 Vale Road  
Richmond, CA 94806  
Attn: \_\_\_\_\_

DRAFT

**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Alameda-Contra Costa Transit District  
1600 Franklin Street  
Oakland, CA 94612  
Attn: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**CONTRA COSTA COUNTY LIBRARY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Library District

1750 Oak Park Blvd.

Pleasant Hill, CA 94523-4497

Attn: \_\_\_\_\_

DRAFT

EXHIBIT A

**DESCRIPTION OF THE SITES**

Sites to be conveyed for development consistent with the Plans:

| Property No. | APN   | Address                        | Existing Use  |
|--------------|---|--------------------------------|---|
| 11           | 514-140-032   | 1800 Barrett Ave.              | Vacant Land   |
| 14           | 538-132-005,<br>538-132-006,<br>538-132-009,<br>538-132-010,<br>538-132-014,<br>538-250-001,<br>538-250-002,<br>538-250-004,<br>538-250-012,<br>538-260-009                                 | Harbour / Macdonald            | Community garden; vacant land and vacant and fire damaged buildings |
| 15           | 538-172-007,<br>538-172-008   | 111-113 Macdonald              | Vacant lots   |
| 17           | 540-071-011,<br>540-071-016,<br>540-071-017,<br>540-071-018   | 1401-1435 Macdonald            | Surface parking lot   |
| 18           | 540-081-001,<br>540-081-002,<br>540-081-003,<br>540-081-004,<br>540-081-005,<br>540-081-020,<br>540-081-021,<br>540-081-024,<br>540-081-025,<br>540-081-026,<br>540-092-016,<br>540-092-018 | Macdonald / Nevin Ave          | Vacant land   |
| 22           | 544-240-009,<br>544-240-014,<br>544-240-015   | Cutting Blvd. / S. 12th Street | Vacant land   |
| 25           | 560-710-001   | Northshore Drive               | Vacant land (Marina Bay deed-restricted parcel)                     |