

## AGREEMENT FOR TAXING ENTITY COMPENSATION

This 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 Concord (“**City**”);  
County of Contra Costa, a political subdivision of the State of California (“**County**”);  
Contra Costa County Library;  
Contra Costa Fire Protection District;  
Contra Costa – Public Works;  
Contra Costa County Flood Control and Water Conservation District;  
Contra Costa County Water Agency;  
Contra Costa County Resource Conservation District;  
Contra Costa County Mosquito and Vector Control District;  
Central Contra Costa County Sanitary District;  
Concord/Pleasant Hill Healthcare District;  
Contra Costa Water District;  
Bay Area Rapid Transit District;  
Bay Area Air Quality Management District;  
East Bay Regional Park District (“**EBRPD**”);  
Contra Costa County Superintendent of Schools (“**Superintendent**”);  
Mt. Diablo Unified School District; and  
Contra Costa County Community College District (“**CCCCD**”).

### RECITALS

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Concord (“**Redevelopment Agency**”) was dissolved, and pursuant to Health & Safety Code section 34173, the City elected to serve as the successor agency to the dissolved Redevelopment Agency (the “**Successor Agency**”).

B. 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.

C. On November 19, 2015, the LRPMP was approved by Resolution No. 15-032 of the Oversight Board to the Successor Agency (the “**Oversight Board**”).

D. On December 1, 2015, the State Department of Finance (“**DOF**”) approved the LRPMP.

E. Pursuant to the LRPMP, the Successor Agency will transfer certain real property assets to the City for future development, subject to entering into this Agreement with the Taxing Entities for the distribution of funds received, if any, from the sale of such properties.

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 Redevelopment Project Areas (the “**Project Areas**”) formerly administered by the Redevelopment Agency.

2. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base, and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

2.1 County Funds. The County administers the following special districts and funds, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Contra Costa County Library
- Contra Costa County Flood Control District
- Contra Costa County Water Agency
- Contra Costa County Fire Protection District

2.2 County Superintendent Funds. The Superintendent’s Office administers the following special funds, and in addition to entering into this Agreement for the Superintendent’s Office itself, the Superintendent is authorized to, and has entered into and executed this Agreement on behalf of the following:

- K-12 ERAF

2.3 Contra Costa Community College District. CCCCDC administers the following special districts and funds, and in addition to entering into this Agreement for CCCCDC itself, CCCCDC is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Community College ERAF

3. Parcels to be Conveyed for Development Consistent with Plans. Promptly following the Effective Date, and in consideration for the distributions to the Taxing Entities by the City through the Auditor Controller as set forth in Sections 6 and 7.1, pursuant to Health & Safety Code Section 34191.5(c)(2) the Successor Agency shall convey, and the City shall accept, all of the interest in and to the four (4) parcels that, pursuant to the LRPMP, the City shall retain for future development in accordance with the applicable Redevelopment Plans, and the Concord

General Plan (all of the foregoing, collectively, the “**Plans**”). These four parcels (individually, a “**Property**” and collectively, the “**Properties**”) are more fully described in Exhibit A. The Successor Agency shall convey the Properties by grant deed in a form reasonably acceptable to the City.

4. Parcels to be Conveyed to City for Governmental Use. The LRPMP provides that pursuant to Health & Safety Code section 34191.5(c)(2), eight (8) parcels formerly owned by the Redevelopment Agency will be conveyed by the Successor Agency to the City for continued governmental uses. No compensation will be paid to the City or to the Taxing Entities in connection with the foregoing transfers. The governmental use properties and their uses are described in Section A of the LRPMP, a copy of which has been provided to each Taxing Entity.

5. Compensation Arrangement. The City agrees that, consistent with the LRPMP, in connection with the subsequent conveyance of the Properties, the City will remit the Net Unrestricted Proceeds, if any, 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.

For purposes of this Agreement “**Net Unrestricted Proceeds**” shall mean the proceeds of sale received by the City from the sale of each Property less: (i) costs incurred by City for expenses incurred in connection with the management and disposition of such Property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers’ fees, escrow and survey charges, closing costs, 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 Properties, 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 one or more of the Properties.

6. Sale Procedures and Proceeds. The Parties acknowledge that the City is obligated to convey the Properties for development consistent with the Plans. Within a time frame determined by the City to yield a financially feasible and marketable development, and in accordance with the restrictions set forth herein, the City shall use diligent good faith efforts to select a developer for each Property, and to dispose of each Property in accordance with a Disposition and Development Agreement (“**DDA**”) that enables development of each Property in accordance with the Plans.

7. Compensation to Taxing Entities Related to Disposition Proceeds.

7.1 Distribution of Disposition Proceeds. Within fifteen (15) days after receiving the final distribution of the proceeds of the sale of each Property, the City shall remit the Net Unrestricted Proceeds for that Property to the Auditor-Controller for distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the Tax Base (the “**Applicable Shares**”), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188.

7.2 Accounting Requirements. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds. The City shall keep

complete, accurate and appropriate books and records of its calculation of the Net Unrestricted Proceeds with respect to each Property. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Net Unrestricted Proceeds.

8. City as Taxing Entity. The Parties acknowledge that the City is a Taxing Entity for purposes of receiving funds pursuant to this Agreement.

9. Miscellaneous Provisions.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 Counterparts. This Agreement may be executed in multiple 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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 Federal District Court for the Northern District of California.

*SIGNATURES ON FOLLOWING PAGES.*

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

**CITY OF CONCORD, a municipal corporation**

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

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

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

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

Approved as to form:

\_\_\_\_\_  
City Attorney

Address for Notices:

City of Concord  
1950 Parkside Drive M/S 1B  
Concord, CA 94519

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

The undersigned authorized signatory hereby executes this Agreement on behalf of the County of Contra Costa and the entities and funds set forth in Section 2.1 of this Agreement:

**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:

Contra Costa County Treasurer  
625 Court Street, Room 100  
Martinez, CA 94553  
Attention: Tim Ewell

*SIGNATURES CONTINUE ON FOLLOWING PAGES.*

**CONTRA COSTA COUNTY LIBRARY**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Library  
625 Court Street, Room 100  
Martinez, CA 94553  
Attention: Tim Ewell



**CONTRA COSTA FIRE PROTECTION DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa Fire Protection District  
625 Court Street, Room 100  
Martinez, CA 94553  
Attention: Tim Ewell

**CONTRA COSTA COUNTY – PUBLIC WORKS**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County – Public Works  
625 Court Street, Room 100  
Martinez, CA 94553  
Attention: Tim Ewell

**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  
625 Court Street, Room 100  
Martinez, CA 94553  
Attention: Tim Ewell

**CONTRA COSTA COUNTY WATER AGENCY**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Water Agency  
625 Court Street, Room 100  
Martinez, CA 94553  
Attention: Tim Ewell

**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: Teresa Hunter

**CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT**

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

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

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

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

Approved as to form:

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

Address for Notices:

Contra Costa Mosquito & Vector Control District  
155 Mason Circle  
Concord, CA 94520  
Attention: Ray Waletzko

**CENTRAL CONTRA COSTA COUNTY SANITARY DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Central Contra Costa County Sanitary District  
5019 Imhoff Place  
Martinez, CA 94553  
Attn: Thomas Brightbill

**CONCORD/PLEASANT HILL HEALTHCARE DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Concord/Pleasant Hill Healthcare District  
1950 Parkside Drive  
Concord, CA 94519  
Attn: Valerie Barone



**CONTRA COSTA COUNTY WATER DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa Water District  
P.O. Box H 20  
Concord, CA 94520  
Attn: Tom Cranmer

The undersigned authorized signatory hereby executes this Agreement on behalf of Bay Area Rapid Transit District:

**BAY AREA RAPID TRANSIT DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_ Counsel

Address for Notices:

Bay Area Rapid Transit District  
P.O. Box 12688  
Oakland CA 94604  
Attention: Rosemarie Poblete

The undersigned authorized signatory hereby executes this Agreement on behalf of Bay Area Air Quality Management District:

**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 St.  
San Francisco, CA 94109  
Attention: Stephanie Osaze

The undersigned authorized signatory hereby executes this Agreement on behalf of East Bay Regional Park District:

**EAST BAY REGIONAL PARK DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland CA 94605  
Attention: Bill Zenoni

The undersigned authorized signatory hereby executes this Agreement on behalf of each of the entities and funds set forth in Section 2.2 of this Agreement:

**CONTRA COSTA COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa County Office of Education  
77 Santa Barbara Road  
Pleasant Hill, California 94523  
Attention: Brenna Fleck

The undersigned authorized signatory hereby executes this Agreement on behalf of Mt. Diablo Unified School District:

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519  
Attn: Nance Juner

The undersigned authorized signatory hereby executes this Agreement on behalf of each of the entities and funds set forth in Section 2.3 of this Agreement:

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

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

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

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

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

Approved as to form:

\_\_\_\_\_

Address for Notices:

Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553  
Attn: Arzu Smith

**EXHIBIT A**

**PROPERTY**

Parcels to be conveyed to City for development consistent with the Plans:

<b><u>LRPMP Description</u></b>	<b><u>Address</u></b>	<b><u>APN</u></b>
Concord Avenue Site	1701 and 1711 Concord Ave.	112-101-022
Town Center II/Galindo Street Site	1753 Galindo Street	126-143-012
Oak Street West Site	Several	126-122-024
1880 Market Street (Pine Street Site)	1880 Market Street	126-291-021