

[DRAFT 5/7/2014]

MASTER AGREEMENT FOR TAXING ENTITY COMPENSATION

This Master Agreement for Taxing Entity Compensation (this “**Agreement**”), dated for reference purposes as of _____, 2014, is entered into by and among the following public agencies (all of which are collectively referred to herein as the “**Parties**” or as the “**Taxing Entities**”):

City of Oakland, a municipal corporation (“**City**”);
County of Alameda, a political subdivision of the State of California (“**County**”);
County of Alameda Flood Control District;
Peralta Community College District;
Chabot Las Positas Community College District;
Oakland Unified School District;
San Leandro Unified School District;
Alameda County Superintendent of Schools (“**Superintendent**”);
East Bay Municipal Utility District;
Bay Area Air Quality Management District;
Alameda County Mosquito Abatement District;
Alameda-Contra Costa Transit District;
Bay Area Rapid Transit District; and
East Bay Regional Parks District.

RECITALS

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Oakland (“**Redevelopment Agency**”) was dissolved, and pursuant to Health & Safety Code Section 34173, the Oakland Redevelopment Successor Agency (the “**Successor Agency**”) was established to serve as the successor agency to the dissolved Redevelopment 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. A copy of the LRPMP has been provided to each Taxing Entity.

C. On _____, 2014, the LRPMP was approved by Resolution of the Oakland Oversight Board (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 Superintendent, the Chancellor of the California Community Colleges, and AC Transit.

D. On _____, 2014, the California Department of Finance (“**DOF**”) approved the LRPMP.

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 any of 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 fund, 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, identified with the Alameda County Auditor-Controller/Alameda County Tax Assessor’s Fund number:

Alameda County ERAF (Fund # 9892)

- 2.2. County Superintendent Funds. The Superintendent administers the following special funds, and in addition to entering into this Agreement for the Superintendent itself, the Superintendent is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the Alameda County Auditor-Controller/Alameda County Tax Assessor’s Fund number:

CO. SUPT. INST PUPILS (Fund #4010)
CO. SUPT. JUV. HALL ED. (Fund #4011)
CO. SUPT. SERVICE (Fund #4012)
CO. SUPT. CAPTIAL (Fund #4013)
CO. SUPT. DEV. CENTER (Fund #4015)
CO. SUPT. AUDIO VIS. CAP. (Fund #4020)

- 2.3. County Flood Control District Funds. The County of Alameda Flood Control District administers the following special funds, and in addition to entering into this Agreement for the District itself, the District is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the Alameda County Auditor-Controller/Alameda County Tax Assessor’s Fund number:

Alameda County Flood Control District (Fund # 7070)
Alameda County Flood Control Zone 12 (Fund # 7085)

3. Parcels to be Conveyed to Public Agencies for Governmental Uses. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), four properties formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for continued governmental uses. These four properties (collectively, the “**Governmental Use Properties**” and each, a “**Governmental Use Property**”) are more fully described in Exhibit A. No compensation will be paid to the City or to the Taxing Entities in connection with the foregoing transfers. However, should the City choose to sell a Governmental Use Property for a non-governmental use, the provisions set forth in Sections 4.1, 4.2 and 4.3 below shall apply to any such sale when such Governmental Use Property is sold by the City.

4. Parcels to be Conveyed for Development. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), 25 properties formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for disposition consistent with the redevelopment plans, implementation plans, and community plans adopted for the Project Areas (all of the foregoing, collectively, the “**Plans**”). These 25 properties (collectively, the “**Development Properties**” and each, a “**Development Property**”) are more fully described in Exhibit B.
 - 4.1. Payment of Compensation. The City agrees that, consistent with the LRPMP, in connection with the conveyance of any of the Development Properties, the City will remit the Net Unrestricted Proceeds to the Alameda 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 of the Development Properties, less: (i) costs incurred by City for expenses incurred in connection with the management and disposition of the Development Property, 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 Development Property, 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 and/or improvement of the Development Property. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds.

The Parties acknowledge that many of the properties addressed in the LRPMP were acquired and/or improved using tax allocation bond proceeds. Under applicable federal law and the bond covenants, the revenue produced by bond-funded facilities, as well as proceeds from any sale of these properties, will continue to be restricted to uses consistent with the covenants set forth in the bond indenture, such as retiring the bonds or investing in other capital projects meeting a redevelopment purpose within the applicable redevelopment project area. For properties funded with tax-exempt bond proceeds, IRS regulations also require the revenues and proceeds to be used for another governmental purpose within two years. Therefore, revenue generated by the sale of bond-financed properties would not be available for distribution to the Taxing Entities.

- 4.2. Sale Procedures and Proceeds. The Parties acknowledge that City is obligated to convey the Development Properties for development consistent with the Plans. The Parties further acknowledge that consistent with California Government Code Section 52200, et seq., prior to the disposition of a Development Property 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 Parties agree that the sale of the Development Properties pursuant to the Plan for development will benefit each of the Taxing Entities in the form of increased property tax revenue and other revenue generated by successful development and other social and economic benefits.
- 4.3. 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 a directive from DOF, with Oversight Board consent, the Successor Agency included the following provision in the LRPMP:

ORSA [the Successor Agency] interprets Health and Safety Code Section 34191.5 to mean that agreements with taxing entities are not required in connection with the disposition of successor agency properties to the sponsoring city for governmental use or for future development. However, pursuant to California Department of Finance direction, the City of Oakland will enter into an agreement or agreements with the affected taxing entities prior to disposition of properties by the City that addresses disposition of the parcels to be conveyed to the City pursuant to this Plan. The agreement(s) will specify that any net unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development. Notwithstanding the foregoing, this paragraph will not be operative if a court order or decision, legislation or Department of Finance policy reverses the Department's directive regarding such agreements.

The Parties intend this Agreement to satisfy the foregoing provision of the LRPMP. Consistent with the above LRPMP provision, if a court order, legislation or DOF policy reverses the DOF requirement, the Parties acknowledge that it will not be necessary for the City to pay compensation to the Taxing Entities for the sale of the Development Properties.

5. Enforceable Obligation Properties. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), two properties formerly owned by the Redevelopment Agency will be retained by the Successor Agency to fulfill existing enforceable obligations. These two properties (collectively, the “**Enforceable Obligation Properties**” and each, an “**Enforceable Obligation Property**”) are more fully described in Exhibit C. No compensation will be paid to the City or to the Taxing Entities in connection with the retention of the Enforceable Obligation Properties by the Successor Agency. However, if and when the enforceable obligations for an Enforceable Obligation Property as set forth in the LRPMP are satisfied, the Enforceable Obligation Property shall be transferred to the City for future development, and then the provisions set forth in Sections 4.1, 4.2 and 4.3 above shall apply when such Enforceable Obligation Property is sold by the City.

6. Properties Proposed for Sale. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), five properties formerly owned by the Redevelopment Agency will be sold by the Successor Agency. These five properties (collectively, the “**Sale Properties**” and each, a “**Sale Property**”) are more fully described in Exhibit D. The Sale Properties will be sold for fair market value at their highest and best use. The Successor Agency will follow the City of Oakland’s rules and procedures for disposing of surplus properties, as those rules may be modified for the Successor Agency. The Net Unrestricted Proceeds from the sale will be distributed as property tax to each taxing entity in an amount proportionate to its share of property tax revenues pursuant to Health and Safety Code Section 34188. The Parties understand that among the Sale Properties there are several remainder parcels that are small, narrow, land locked or have other problems that limit or prevent their development. If buyers cannot be found for these properties on the open market, the Successor Agency will try to negotiate sales or transfers to adjacent property owners in order to dispose of the properties and eliminate any future costs and liabilities to the Successor Agency and the Taxing Entities.

7. 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 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.

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 all Parties had prepared it.

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

8.4 Entire Agreement. This Agreement, including the attachments 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.

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 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.

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, 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.

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 Alameda 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 OAKLAND, a municipal corporation

By: _____
City Administrator

Name: _____

Approved as to form and legality:

Deputy City Attorney

Address for Notices:

City of Oakland
250 Frank Ogawa Plaza, 6th Floor
Oakland CA 94612
Attention: Patrick Lane

SIGNATURES CONTINUE ON FOLLOWING PAGES.

The undersigned authorized signatory hereby executes this Agreement on behalf of the County of Alameda and the indicated fund:

COUNTY OF ALAMEDA, a political subdivision of the State of California

Alameda County ERAF (Fund # 9892)

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

County Counsel

Address for Notices:

County of Alameda

1221 Oak Street, Suite 555

Oakland, CA 94612

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES.

The undersigned authorized signatory hereby executes this Agreement on behalf of the County of Alameda Flood Control District and each of the following entities and funds:

COUNTY OF ALAMEDA FLOOD CONTROL DISTRICT

Alameda County Flood Control District (Fund # 7070)
Alameda County Flood Control Zone 12 (Fund # 7085)

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Alameda County Flood Control District
399 Elmhurst Street
Hayward CA 94544

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES.

The undersigned authorized signatory hereby executes this Agreement on behalf of the Alameda County Superintendent of Schools and each of the following entities and funds:

ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS

- CO. SUPT. INST PUPILS (Fund #4010)**
- CO. SUPT. JUV. HALL ED. (Fund #4011)**
- CO. SUPT. SERVICE (Fund #4012)**
- CO. SUPT. CAPTIAL (Fund #4013)**
- CO. SUPT. DEV. CENTER (Fund #4015)**
- CO. SUPT. AUDIO VIS. CAP. (Fund #4020)**

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Alameda County Superintendent of Schools
313 W. Winton
Hayward, CA 94544
Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES.

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Peralta Community College District

333 East 8th Street.

Oakland, CA 94606

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES

CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Chabot Las Positas Community College District

5020 Franklin

Pleasanton, CA 94588

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES.

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Oakland Unified School District

1025 Second Street

Oakland , CA 94606

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

San Leandro Unified School District

14735 Juniper Street

San Leandro, CA 94587

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES.

EAST BAY MUNICIPAL UTILITIES DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

East Bay Municipal Utilities District

375 11th Street Oakland, CA 94607

Attention: _____

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

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES.

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Alameda County Mosquito Abatement District

23187 Connecticut Street

Hayward, CA 94545

Attention: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES

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 94612-2806
Attention: _____

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

300 Lakeside Drive, 23rd Floor

Oakland, CA 94604

Attention: _____

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 94605-0381

Attention: _____

OAKLAND COMPENSATION AGREEMENT

EXHIBIT A

GOVERNMENTAL USE PROPERTIES

(attached)

OAKLAND COMPENSATION AGREEMENT

EXHIBIT B

DEVELOPMENT PROPERTIES

(attached)

OAKLAND COMPENSATION AGREEMENT

EXHIBIT C

ENFORCEABLE OBLIGATION PROPERTIES

(attached)

OAKLAND COMPENSATION AGREEMENT

EXHIBIT D

SALE PROPERTIES

(attached)