

**MASTER AGREEMENT**  
**FOR TAXING ENTITY COMPENSATION**

This MASTER AGREEMENT FOR TAXING ENTITY COMPENSATION (this “**Agreement**”), dated as of \_\_\_\_\_, 2016, is entered into by and among the City of Pinole, a municipal corporation (the “**City**”), with offices located at 2131 Pear Street, Pinole, California, and the following public agencies (each, a “**Taxing Entity**,” collectively referred to herein as the “**Taxing Entities**,” and together with the City the “**Parties**”):

County of Contra Costa, a political subdivision of the State of California (“**County**”);  
County of Contra Costa Flood Control and Water Conservation District;  
Contra Costa County Library  
Contra Costa County Community College District (“**CCD**”);  
West Contra Costa County Unified School District;  
Contra Costa County Superintendent of Schools (“**Superintendent**”);  
Contra Costa County Water Agency;  
West Contra Costa County Health Care District  
East Bay Municipal Utility District  
Bay Area Air Quality Management District;  
Contra Costa County Mosquito and Vector Control District;  
San Francisco Bay Area Rapid Transit District;  
East Bay Regional Parks District (“**EBRPD**”); and

RECITALS

A. Pursuant to Assembly Bill xl 26 (together with AB 1484 and SB 107, the “**Dissolution Act**”), the Redevelopment Agency of the City of Pinole (“**Redevelopment Agency**”) was dissolved effective February 1, 2012, 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 and use of the real property formerly owned by the Redevelopment Agency.

C. On October 1, 2014, 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 Superintendent, the Chancellor of the California Community Colleges, and EBRPD.

D. On November 20, 2015, the California State Department of Finance approved the LRPMP.

E. Pursuant to the LRPMP, the Successor Agency will be transferring 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**, 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 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 in proportion to their shares of the property tax base, as determined under the Dissolution Act (“**Tax Increment**”) for properties located within the Pinole Vista Redevelopment Project in the City of Pinole (the “**Project Area**”) 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 Board of Supervisors, acting in its various capacities, has authorized the execution of this Agreement by the following:

Contra Costa County Library  
Contra Costa County Flood Control and Water Conservation District  
Contra Costa County Water Agency

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:

Contra Costa County Superintendent of Schools  
K-12 ERAF

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

Contra Costa Community College District  
Community College ERAF

3. Parcels to be Conveyed for Development Consistent with Plans. Pursuant to the LRPMP, eight (8) properties comprised of thirteen (13) parcels formerly owned by the Redevelopment

Agency will be transferred by the Successor Agency to the City for disposition consistent with the redevelopment plan adopted for the Project Area, the implementation plans adopted in connection with the Project Area redevelopment plan, and the City of Pinole general plan (all of the foregoing, collectively, the “**Plans**”). These eight parcels (collectively, the **Property**”) are more fully described in Attachment A attached hereto.

4. Parcels to be Conveyed to the City for Governmental Uses. The LRPMP also provides that nine (9) parcels formerly owned by the Redevelopment Agency will be transferred 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 properties and their uses are described in Attachment B.

5. Compensation to Taxing Entities.

5.1 Consistent with the LRPMP, the City shall , remit the Net Unrestricted Proceeds (defined below) from the conveyance of any of the parcels comprising the Property to the Contra Costa County Auditor-Controller for distribution to the Taxing Entities in accordance with each Taxing Entity's pro-rata share of Tax Increment.

5.2 Net Unrestricted Proceeds. For purposes of this Agreement, the term “**Net Unrestricted Proceeds**” means the sale proceeds received by the City for the sale of any parcel included in the Property, less: (i) costs incurred by the City for expenses incurred in connection with the management, maintenance, and disposition of the 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 Property, and (ii) any proceeds of sale that are restricted by the documents governing the source of funds that were used for the original acquisition of the Property; e.g., grant funding documents, bond indentures, bond purchase agreements, etc.). Upon the request of a Taxing Entity, the City shall deliver an accounting of all such costs, expenses and restricted proceeds.

6. City as Taxing Entity. The Parties hereby acknowledge that the City is also a Taxing Entity for purposes of receiving funds pursuant to Section 5 of this Agreement.

7. Compensation Agreement.

7.1 LRPMP Governs. The Parties acknowledge that Health and Safety Code Section 34191.3 provides that once a LRPMP has been approved by the California Department of Finance, the 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.

7.2 LRPMP Compliance. The Parties intend this Agreement to satisfy certain requirements under the LRPMP. If a court order, legislation or Department of Finance policy reverses the requirement of the City to enter into this Agreement, the Parties acknowledge that it will not be necessary for the City to enter into this Agreement with the Taxing Entities, and in

such event, the City will be permitted to dispose of the Property 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 upon sale of the Property.

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 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 or approval by City is required under this Agreement, the City Manager or his or her designee may act on 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.

8.4 Entire Agreement. This Agreement, including Attachment A and Attachment B 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 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.

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:

**Contra Costa County**

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

David Twa  
County Administrator

**Contra Costa County Water Agency**

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

John Kopchik  
Executive Director

**Contra Costa County Flood Control and Water Conservation District**

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

Julia Bueren  
Chief Engineer

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

Approved as to form:

\_\_\_\_\_

County Counsel

Address for Notices:

Contra Costa County Administrator's Office  
651 Pine Street, 10<sup>th</sup> Floor  
Martinez, CA 94553  
Attn: David J. Twa, County Administrator

**SIGNATURES CONTINUE ON FOLLOWING PAGES.**