

RESOLUTION NO. 2017-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING A BUDGET AMENDMENT AND A REVENUE SHARING AGREEMENT BETWEEN THE CITY OF ROHNERT PARK, THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF ROHNERT PARK, AND THE APPLICABLE TAXING ENTITIES AS DEFINED BY HEALTH AND SAFETY CODE SECTION 34171(K)

WHEREAS, the California State Legislature enacted Assembly Bills X1 26 and 1484 (together, the “Dissolution Act”) to dissolve and unwind the affairs of redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the Dissolution Act, at Health and Safety Code Section 34173, provides that the city, county, or city and county that authorized the creation of a redevelopment agency may elect to be the successor agency to the former redevelopment agency; and

WHEREAS, The City of Rohnert Park (“City”) did so elect, by adoption of Resolution No. 2012-10 on January 10, 2012, to be the Successor Agency to the former Community Development Commission of the City of Rohnert Park (“CDC”); and

WHEREAS, successor agencies are required, pursuant to Health and Safety Code Section 34191.5(b) to prepare a Long Range Property Management Plan (“LRPMP”) that addresses the disposition and use of the real properties of the former CDC, which are to be submitted to the Oversight Board and the California Department of Finance (“DOF”) for approval; and

WHEREAS, the Successor Agency to the former CDC (“Successor Agency”) approved the LRPMP on August 27, 2013, and was subsequently adopted by the Oversight Board as Resolution No. OSB 2014-03 on September 16, 2013, and approved by the DOF by letter dated June 19, 2014; and

WHEREAS, the properties located at 6230 State Farm Drive and 415 City Center Drive (collectively, the “Property”) were identified in the LRPMP to be transferred to the City to be developed consistent with the Redevelopment Plan, along with other local plans in place pertaining to the Property. The LRPMP additionally identified that the City shall enter into a revenue sharing agreement with other taxing entities; and

WHEREAS, by Grant Deeds dated March 17, 2015 and recorded on May 4th, 2015 as Instrument Nos. QCD 2015037779 through 2015037782, in the records of the Sonoma County Recorder, the Successor Agency transferred to the City the Property; and

WHEREAS, the Property was sold and transferred to private parties for redevelopment purposes as set forth in the LRPMP; and

WHEREAS, the Revenue Sharing Agreement (“Agreement”), attached to this resolution as Attachment 1, is an agreement with all taxing entities which have historically assessed property taxes on the Property; and

WHEREAS, the Health and Safety Code Section 34191.5(c)(2)(B) states that the revenue is to be distributed as property tax. The Agreement identifies that the revenue is to be distributed by the County of Sonoma (“County”) to the taxing entities, including the City.

WHEREAS, the funds are currently held in trust in the Revenue Sharing Agreement Payable Account (#912-0000-203-2030) for transfer to the County Auditor-Controller.

NOW, THEREFORE, the City Council of the City of Rohnert Park does hereby resolve, determine, find and order as follows:

Section 1. Recitals. The above referenced recitals are true and correct and are incorporated into and form a material part of this Resolution.

Section 2. Environmental Review. The transfer of revenue from the City to the other taxing entities via the County is exempt from CEQA review under CEQA Guidelines section 15061(b)(3) because there is no possibility for the transfer of revenue to have an effect on the environment.

Section 3. Approval of Revenue Sharing Agreement; Authority of City Manager. The City Council hereby consents to and approves the Revenue Sharing Agreement in substantially similar form as provided for in “Attachment 1”, attached hereto and incorporated by this reference. The City Council authorizes the City Manager to execute said Agreement on behalf of the City of Rohnert Park subject to minor modifications as approved by the City Attorney.

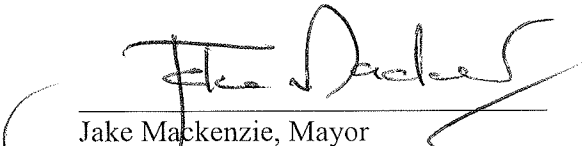
Section 4. Budget Amendment. The City Council hereby authorizes the Finance Director to increase appropriations in the Successor Agency Budget for the payment to Sonoma County in the amount of \$509,752.71.

Section 5. Other Actions Authorized. Subject to review and acceptance by the City Attorney, the City Manager is hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated by this Resolution and to take all action necessary in conformity therewith.

Section 6. Severability. If any action, subsection, sentence, clause or phrase of this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution that can be given effect without the invalid provisions.

DULY AND REGULARLY ADOPTED this 10th day of January, 2017.

CITY OF ROHNERT PARK



Jake Mackenzie, Mayor

ATTEST:



Caitlin Saldanha, Deputy City Clerk

Attachments: Revenue Sharing Agreement

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

REVENUE SHARING AGREEMENT

THIS REVENUE SHARING AGREEMENT (this "Agreement") is made and entered into as of _____ (the "Effective Date"), by and among the City of Rohnert Park, a California municipal corporation ("City"); and each of the undersigned local agencies and school districts, each a taxing entity as defined by Health and Safety Code section 34171(k) (the "Taxing Entities"). The City and the Taxing Entities are collectively the "Parties" and each a "Party."

RECITALS

A. Pursuant to Health and Safety Code section 34191.5, the Successor Agency to the former City of Rohnert Park Community Development Commission ("Successor Agency") prepared a long-range property management plan (the "Plan") to dispose of the real property of the former City of Rohnert Park Community Development Commission (the "CDC"), including (1) the real property located at 6230 State Farm Drive in the City of Rohnert Park, commonly known by Assessor's Parcel No. 143-051-065, located in the County of Sonoma, California (the "State Farm Drive Property"); and (2) the real property located at 415 City Center Drive in the City of Rohnert Park, commonly known by Assessor's Parcel No. 143-051-066, located in the County of Sonoma, California (the "City Center Drive Property"). The State Farm Property and the City Center Drive Property may be referred to herein as the "Properties."

B. On April 9, 2014, and June 19, 2014, the Oversight Board and Department of Finance, respectively, approved the Plan pursuant to Health and Safety Code section 34191.4(a) and the properties therein transferred to the Community Redevelopment Property Trust Fund for administration by the Successor Agency.

C. Under the Plan, the Successor Agency conveyed the Properties to the City and the Properties were transferred to private parties for redevelopment purposes as set forth in Resolution No. 2015-105 of the City Council of the City of Rohnert Park. The Taxing Entities shall receive certain revenue as provided herein pursuant to Health and Safety Code section 34191.5(c)(2)(B).

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

1. Conveyance of Property. The Successor Agency has conveyed and the City has accepted, all of the interest in and to the Properties by deed. The Properties have been thereafter conveyed to private parties pursuant to grant deed and the Taxing Entities shall receive revenue from the sale as provided herein.

2. Compensation.

2.1 Revenue. The City hereby assigns and conveys to the Taxing Entities the revenue generated from the transfer or sale of the Properties ("Revenue"), which totals Five Hundred Nine Thousand Seven Hundred Fifty Two Dollars and Seventy One Cents (\$509,752.71). The City shall submit to the Sonoma County Auditor-Controller ("Auditor-

Controller”) the Revenue. The City shall keep complete, accurate and appropriate books and records of the Revenue. 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 Revenue.

2.2 Distribution of Revenue. Within 30 days following payment by the City, the Auditor-Controller shall distribute the Revenue among the Taxing Entities in proportion to their shares of the base property tax, as determined pursuant to Health and Safety Code section 34188.

3. Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated or extended as herein provided, shall expire upon the transfer of the Revenue to the Taxing Entities.

4. Limitation of Liability and Indemnification.

4.1 Liability of Taxing Entities. The Taxing Entities hereby waive and discharge all claims against the City, Successor Agency, County of Sonoma, Sonoma County Auditor-Controller-Treasurer-Tax Collector and its and their members, directors, employees, consultants and assigns, for any and all liability, demands, claims, costs, losses, injuries, damages, recoveries, settlements, and expenses (collectively, “Claims”) resulting from or in any way in connection with or incidental to the transfer of title of the Properties, except that the City may be liable to the Taxing Entities for Claims to the extent arising from the City’s active negligent acts or omissions or willful misconduct. The Parties further agree that the City’s liability arising from the obligations under this Agreement shall specifically exclude any damages, whether actual, special, consequential or punitive, other than the amount of Revenue. This provision shall survive any termination of the Agreement.

4.2 Indemnity. Each of the Parties shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement.

5. Miscellaneous Provisions.

5.1 Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

5.2 No Partnership. Nothing contained in this Agreement shall be construed to constitute a partnership or joint venture among any of the Parties.

5.3 Notices. All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested or when sent by overnight carrier. Notices shall be addressed as specified in each Party's signature block.

5.4 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

5.5 Time is of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Agreement.

5.6 Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

5.7 Integration. This instrument constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

5.8 Amendment. This Agreement may be modified only in writing and only if signed by the Taxing Entities and the City at the time of the modification.

5.9 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a State court in the County of Sonoma. The Parties agree that subject matter and personal jurisdiction are proper in State court in the County of Sonoma.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

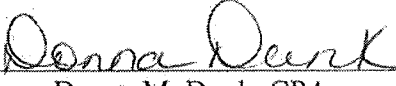
CITY OF ROHNERT PARK

By: _____
Name: Darrin Jenkins
Title: City Manager
Address: 130 Avram Avenue
Rohnert Park, CA 94928
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

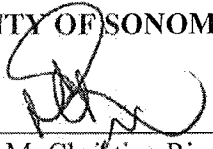
**SONOMA COUNTY AUDITOR-
CONTROLLER**

By: 
Name: Donna M. Dunk, CPA
Title: Auditor-Controller-
Treasurer-Tax Collector
Address: 585 Fiscal Drive, Suite 100
Santa Rosa, CA 95403
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

COUNTY OF SONOMA

By: 
Name: M. Christina Rivera
Title: Deputy County Administrative Officer
Address: 575 Administration Drive, #104A
Santa Rosa, CA 95403
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

SONOMA COUNTY LIBRARY

By: _____
Name: Brett Lear
Title: Library Director
Address: 211 E Street
Santa Rosa, CA 95404
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____


COUNTY OF SONOMA

By: _____
Name: M. Christina Rivera
Title: Deputy County Administrative Officer
Address: 575 Administration Drive, #104A
Santa Rosa, CA 95403
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

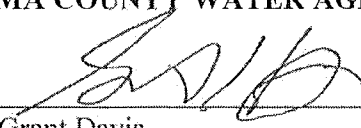
SONOMA COUNTY LIBRARY

By: 
Name: Brett Lear
Title: Library Director
Address: 211 E Street
Santa Rosa, CA 95404
Date: 9/29/16

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

SONOMA COUNTY WATER AGENCY

By: 
Name: Grant Davis
Title: General Manager
Address: 404 Aviation Blvd.
Santa Rosa, CA 95403
Date: 11.21.16

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

MARIN/SONOMA MOSQUITO ABATEMENT DISTRICT

By: _____
Name: Philip Smith
Title: General Manager
Address: 595 Helman Lane
Cotati, CA 94931
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____


SONOMA COUNTY WATER AGENCY

By: _____
Name: Grant Davis
Title: General Manager
Address: 404 Aviation Blvd.
Santa Rosa, CA 95403
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

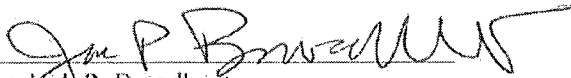
MARIN/SONOMA MOSQUITO ABATEMENT DISTRICT

By: 
Name: Philip Smith
Title: General Manager
Address: 595 Helman Lane
Cotati, CA 94931
Date: 9-8-2016

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: 
Name: Jack P. Broadbent
Title: Executive Officer/Air Pollution Control Director
Address: 939 Ellis Street
San Francisco, CA 94109
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

SONOMA RESOURCE CONSERVATION DISTRICT

By: _____
Name: Dennis Murphy
Title: Board Chair
Address: 1221 Farmers Lane, Suite F
Santa Rosa, CA 95405
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: _____
Name: Jack P. Broadbent
Title: Executive Officer/Air Pollution Control Director
Address: 939 Ellis Street
San Francisco, CA 94109
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____


SONOMA RESOURCE CONSERVATION DISTRICT

By: Kara Heckert
Name: ~~Dennis Murphy~~ Kara Heckert
Title: ~~Board Chair~~ Executive Director
Address: 1221 Farmers Lane, Suite F
Santa Rosa, CA 95405
Date: 9/12/16

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

By: 
Name: Anne Barron
Title: Chief Business Official
Address: 7165 Burton Avenue
Rohnert Park, CA 94928
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

SONOMA COUNTY/SANTA ROSA JOINT JUNIOR COLLEGE DISTRICT

By: _____
Name: Frank Chong
Title: Superintendent/President
Address: 1501 Mendocino Avenue
Santa Rosa, CA 95401
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

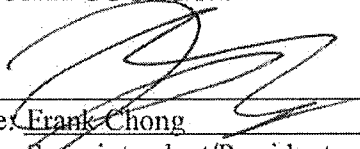
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

By: _____
Name: Anne Barron
Title: Chief Business Official
Address: 7165 Burton Avenue
Rohnert Park, CA 94928
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

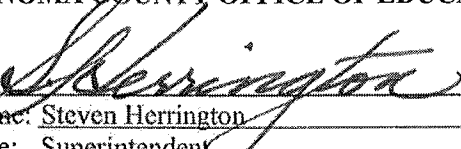
SONOMA COUNTY/SANTA ROSA JOINT JUNIOR COLLEGE DISTRICT

By:  _____
Name: Frank Chong
Title: Superintendent/President
Address: 1501 Mendocino Avenue
Santa Rosa, CA 95401
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

SONOMA COUNTY OFFICE OF EDUCATION

By: 
Name: Steven Herrington
Title: Superintendent
Address: 5340 Skylane Blvd.
Santa Rosa, CA 95403
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____