**County of Amador and City of Jackson**

**Agreement for Annexation to the City of Jackson, Projects #330 and 331 and Revenue Sharing Upon Annexation**

THIS AGREEMENT FOR REVENUE SHARING UPON ANNEXATION (this “Agreement”) is entered into this day of , 2021 by and between the County of Amador, hereinafter referred to as “COUNTY”, and the City of Jackson, hereinafter referred to as “CITY.”

**PREAMBLE**

COUNTY and CITY acknowledge that both COUNTY and CITY have increasing service responsibilities with restrained revenue resources and that growth and development creates additional demands for local government services. COUNTY and CITY intend to continue to work cooperatively in addressing service needs and funding. In order to meet the statutory requirement that a Property Tax Allocation Agreement be in place in order for the Amador Local Agency Formation Commission (LAFCo) to consider annexations and detachments, and because of the identified need to share other revenue sources between COUNTY and CITY, this Agreement is hereby enacted.

**WITNESSETH**

**WHEREAS**, Article 13A, Section 1 of the Constitution of the State of California limits ad valorem taxes on real property to one percent (1%) of full cash value; and

**WHEREAS**, Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code (Sections 95 et seq.) provides for the allocation of property tax revenues; and

**WHEREAS**, COUNTY and CITY must have an agreement for the allocation of property tax revenues upon annexation; and

**WHEREAS**, CITY is processing applications properties on the South side of Jackson Gate Road just West of Raggio Road including an amendment to the Sphere of Influence and annexation of undeveloped property to clean up city limits to existing property lines.

**NOW, THEREFORE**, in consideration of the premises and the following terms and conditions, the parties hereto agree as follows:

1. **DEFINITIONS**. The words and phrases in this Agreement shall have the meanings set forth below:

A. “Annexation Property Tax Base” shall mean the Base Year sum of the ad valorem tax allocated to COUNTY within the area being annexed.

B. “Base Year” shall mean the assessed valuation applicable to the property and improvements within the area being annexed at completion of the annexation with the State Board of Equalization

C. “Incremental Change” shall mean the total increase or decrease in the property tax base over the Base Year within the annexed area.

2. **PROPERTY TAX ALLOCATION**. For reorganization #330 and #331 (White-APN 020-032-005 and 020-032-006 and Island Cleanup APNs 020-020-020, 020-070-028-501, 020-090-004, 020-140-014, 020-140-017, 020-140-040, 020-140-044, 020-400-027, 044-086-001) involving CITY, COUNTY shall receive one hundred percent (100%) of the Annexation Property Tax Base, and Incremental Change shall be apportioned with 65.209 % allocated to COUNTY and 34.791% to CITY; provided, however, that if it is economically infeasible for CITY to annex the property and to connect the annexation property to CITY services, then COUNTY and CITY shall meet and confer to determine if a portion of the Annexation Property Tax Base should be allocated to CITY.

3. **COUNTY FACILITIES FEE**. If development should occur on the property, the CITY shall require new development to pay the then-current COUNTY’s Facility Fee within the annexing area. COUNTY shall be responsible for maintenance of the COUNTY Facility Fee’s capital improvement plan (CIP) and associated nexus study. COUNTY shall defend, at its expense, including attorneys’ fees, indemnify, and hold harmless CITY, its agents, officers, and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the imposition or collection of the Facility Fee or otherwise seek reimbursement of the same.

4. **REOPENER UPON CHANGE IN ZONING**. In the event CITY rezones the Annexed Property, or any portion thereof, to allow commercial uses, CITY and COUNTY agree that this Agreement shall be reopened with respect to the appropriate sharing of sales tax revenue between the CITY and COUNTY. The triggering of this reopener provision shall not, however, be grounds for termination of this Agreement or modification of any of the other provisions set forth in this Agreement.

5**. PUBLIC SAFETY SERVICES.** City shall responsible for providing both Fire and Police services to the newly annexed areas now within their jurisdiction.

6**. ADDITIONAL PROVISIONS**.

A. Joint Review. CITY and COUNTY may jointly review COUNTY property tax records from time to time or as requested by CITY to verify accurate distribution of property taxes under this Agreement.

B. Notices. Any notice or communication required hereunder among COUNTY and CITY must be in writing, and may be given either personally, by electronic transmittal (with original forwarded by regular U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by electronic transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party’s electronic equipment. Notices transmitted by electronic transmittal after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the parties at their addresses set forth below:

 COUNTY: County Administrative Officer

810 Court Street

Jackson, CA 95642

Telephone: (209) 223-6490

Facsimile: (209)

With a copy to: County Counsel

810 Court Street

Jackson, CA 95642

Telephone: (209) 223-6366

Facsimile: (209) 223-4286

CITY: City Manager

33 Broadway

Jackson, CA 95642

Telephone: (209) 223-1646

Facsimile: (209) 223-3141

With a copy to: City Attorney Joshua Nelson

Best Best & Krieger, LLP

500 Capitol Mall Suite 1700

Sacramento, CA 95814

Telephone: (916) 325-4000

Facsimile: (916) 325-4010

Either party hereto may at any time, by giving ten (10) days written notice to the other party, designate any other address or facsimile number in substitution of the address or facsimile number to which such notice or communication shall be given.

C. Severability. If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended by mutual consent of the parties.

D. Further Assurances. Each party shall execute and deliver to the other party or parties all such other further instruments and documents and take all such further actions as may be reasonably necessary to carry out this Agreement and to provide and secure to the other party or parties the full and complete enjoyment of its rights and privileges hereunder.

E. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

F. Usage. The singular includes the plural; the masculine gender includes the feminine, “shall” is mandatory; “may” is permissive.

G. Governing Law. This Agreement shall be interpreted in accordance with California law.

H. Entire Agreement. This Agreement represents the entire agreement between the parties with regard to its subject matter and supersedes all previous oral or written communications, agreements, or representations between the parties.

I. Disputes. In the event of a dispute over the implementation or interpretation of this Agreement the party that believes a dispute exists shall provide written notice to the other party describing the dispute, suggesting a resolution of the dispute, and requesting a meeting to discuss the dispute and the proposed resolution. If the meeting does not resolve the dispute, the parties may agree to mediation with a jointly selected mediator. Each party shall pay one half the expense of the mediator and shall bear their own attorneys fees and costs resulting from the mediation.

J. Time. Time is of the essence of each and every provision hereof.

 K. Counterpart. This Agreement may be executed in one or more counterpart

copies, binding each executing party as if said parties executed the same document.

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

**COUNTY OF AMADOR CITY OF JACKSON**

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

 Chairman, Board of Supervisors Robert Stimpson, Mayor

**APPROVED AS TO FORM: APPROVED AS TO FORM**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Greg Gillott, County Counsel Joshua Nelson, City Attorney

**ATTEST: ATTEST:**

JENNIFER BURNS, Clerk of the Board of John Georgette, City Clerk, City of

Supervisors, Amador County Jackson

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

 Clerk City Clerk