

**TAX SHARING AGREEMENT BETWEEN  
THE CITY OF MADERA AND THE COUNTY OF MADERA**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ , by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF MADERA, a municipal corporation of the State of California, hereinafter referred to as "CITY".

**RECITALS**

- A. COUNTY and CITY wish to work together to develop a fair and equitable approach to property and sales tax sharing and the encouragement of sound economic growth.
- B. In order to encourage economic development and environmentally sound land- use planning, it is important that any tax sharing among COUNTY and CITY be determined in advance to reduce delay and that any arrangement not be fiscally detrimental to either party.
- C. Annexation to CITY of areas within its Sphere of Influence benefit CITY and COUNTY and are key to economic development for CITY and COUNTY and without which there will be, in effect, a reduction of the ability of CITY and COUNTY to serve their citizens.
- D. Close cooperation between COUNTY and CITY is necessary to maintain the quality of life throughout Madera County and deliver needed services in the most cost-efficient manner to all CITY and COUNTY residents.
- E. COUNTY recognizes the need for orderly growth within and adjacent to CITY and for supporting appropriate annexations and promoting the concentration of development within CITY.
- F. Annexation which results in the development of urban uses in response to a clearly demonstrated community demand is appropriate; and well planned and fiscally sound redevelopment of underutilized property can be a valuable tool in the physical and economic development of CITY and COUNTY.
- G. The parties previously executed a tax sharing agreement on or about June 6, 2017 and which was titled "Tax Sharing Agreement between the City of Madera and the County of Madera" ("the Previous Agreement"). The Previous Agreement expired on or about June 6, 2020 and was extended for two one (1) year terms that expired on June 6, 2022. This new Agreement is intended to replace the Previous Agreement and will apply according to its terms to all new annexations by the City following its execution by both parties.

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**NOW, THEREFORE,** COUNTY and CITY hereby agree as follows:

### **AGREEMENT**

1. **DEFINITIONS.** Unless the particular provision or context otherwise requires, the definitions contained in this section and in the Revenue and Taxation Code shall govern the construction, meaning, and application of words used in this Agreement.
  - a. "Base property tax revenues" means Property tax revenues allocated by tax rate equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed in the fiscal year immediately preceding the tax year in which Property tax revenues are apportioned pursuant to this Agreement, including the amount of State reimbursement for the homeowners' and business inventory exemptions.
  - b. "Property tax increment" means that portion of the levied taxes in excess of the amount specified in Section 1.a., above, attributable to the geographic area comprising a given tax rate area for the respective tax year.
  - c. "Property tax revenue" means base Property tax revenue, plus the Property tax increment for a given tax rate area.
  - d. "Tax rate equivalent" means the factor derived for an agency by dividing the property tax levy for the prior fiscal year computed pursuant to § 97 of the Revenue and Taxation Code by the gross assessed value of the agency for the prior fiscal year.
2. **SALES TAX REVENUE EXCHANGE.**
  - a. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive an amount equal to 4.50% of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than four and one-half percent (4.50%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to four percent (4.50%) to COUNTY.
  - b. Nothing herein shall be construed so as to require COUNTY to share with CITY sales tax revenues COUNTY has received within the meaning of California Government Code §§ 55700 through 55707 or Article XIII, § 29 of the California Constitution.

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### 3. IMPLEMENTATION OF SALES TAX REVENUE COLLECTION.

- a. Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code § 7200 et seq., hereinafter "Bradley Burns"), CITY shall, within thirty (30) days of the execution of this Agreement, amend its local sales and use tax ordinance. This amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a portion of CITY's one percent (1.00%) Bradley Burns sales tax that is generated within the incorporated area of CITY, as follows:
  - i. Four and one-half percent (4.50%) of the CITY's one percent (1.00%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of five years or as extended by the parties hereto.
- b. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive Four and one half percent (4.50%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of five years or as extended by the parties hereto of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than four and one-half percent (4.50%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to four and one-half percent (4.50\%) to COUNTY.
- c. In order to implement the sales and use tax sharing as contemplated in this Agreement so that said tax sharing is effective on the first day of the month immediately following full execution of this Agreement by all parties, CITY shall remit to COUNTY the amount to which COUNTY would have been entitled to pursuant to the provisions of this Agreement until such time as the tax sharing ordinance to be adopted by the City pursuant to Section 3(a) herein is effective and fully implemented by the Board of Equalization. Said remittance shall be made within 30 days of the CITY's receipt of such sales and use tax from the Board of Equalization. In the event that CITY makes payment pursuant to this provision and COUNTY is later paid the same amount by the Board of Equalization, COUNTY shall reimburse CITY the amount overpaid within thirty days of COUNTY's receipt of such overpayment.

It is understood by the parties to this Agreement that the terms set forth herein shall not apply to any general or special sales and use tax which might be adopted by the CITY at any time, and the CITY shall retain 100% of any such special sales or use tax.

4. EXCHANGE OF PROPERTY TAX REVENUES TO BE MADE UNDER § 99 OF THE REVENUE AND TAXATION CODE.

- a. The property tax revenues collected in relation to annexations shall be apportioned between CITY and COUNTY as set forth in § 4(b) below. The parties acknowledge that, pursuant to §§ 54902, 54902.1 and 54903 of the Government Code and §§ 97 and 99 of the Revenue and Taxation Code, the distribution of such property tax revenues will not be effective until the revenues are collected in the tax year following the calendar year in which the statement of boundary changes and the map or plat is filed with the County Assessor and the State Board of Equalization.
- b. In regard to the annexation of real properties, COUNTY will retain all of its base property tax revenue upon annexation. In addition, CITY shall receive one-half (1/2) of COUNTY's share of the Property tax increment and COUNTY shall receive one-half (1/2) of the COUNTY's share of the Property tax increment within said tax rate areas

5. USE OF REVENUE FOR LIBRARY SERVICES.

CITY AND COUNTY agree that, in addition to the revenues reallocated from the City to the County by this AGREEMENT, the sum of \$50,000 shall be paid by the City to the County annually for the term of this Agreement and dedicated by the County to the funding of operations of the Madera Branch of the Madera County Library System. This figure shall increase based on the Consumer Price Index (CPI) each fiscal year beginning on July 1, 2023. The index to be used will be the CPI for all Urban Consumers (CPI-U), Series ID: CUUR0400SA0, CUUS0400SA0, Title: All Items in West urban, all urban consumers, not seasonally adjusted. The CPI will be calculated on an annual basis and will be based on the annual index as of June 30 of the most recently concluded fiscal year.

6. CRIMINAL JUSTICE ADMINISTRATION ("BOOKING") FEES.

California Government Code § 29550 provides for the recovery by counties of criminal justice administration ("booking") fees from cities and from other jurisdictions. The State of California currently reimburses the COUNTY for costs associated with booking inmates and the parties agree that COUNTY shall not charge CITY any fees for such costs as long as the State continues such reimbursement. In the event the State discontinues reimbursement of booking fees to the COUNTY, the COUNTY may charge to the CITY an amount up to one half of eligible costs associated with booking CITY inmates in accordance with Government Code § 29550 et seq. In that event COUNTY shall provide CITY with quarterly invoices upon which the CITY shall pay the COUNTY.

7. DEVELOPMENT WITHIN CITY'S URBAN GROWTH BOUNDARY.

- a. Urban development projects which may be contemplated by property owners or developers outside the City limits but within the City's General Plan Urban

Growth Boundary, as shown in Exhibit "A", shall be referred to the City for consideration of annexation.

- b. For the purpose of this Agreement, "Urban Development Project" means: general plan amendments, specific plan or area plan amendments, rezonings, conditional use permits, site plan reviews, or other discretionary applications requiring approval by the County Planning Commission or Board of Supervisors, or any combination thereof, for commercial, residential or industrial uses. Institutional uses (including but not limited to schools, churches and other public and semi-public uses) and agricultural oriented uses (including but not limited to dairies and food processing facilities) shall be considered commercial uses under this section for those properties within the General Plan Urban Growth Boundary as shown in Exhibit "A".

An Urban Development Project does not include any project for which an application was received by County prior to the effective date of this Agreement.

- c. City shall have 45 days to review the referred project and adopt a resolution of intent to annex if it so chooses. If the City adopts such resolution indicating its intent to annex, it shall have 10 months to take action to prezone the property and approve the project. If City determines that the Urban Development Project requires the preparation of an environmental impact report, City shall have 18 months to complete the pre zoning and take action to approve the project.
- d. If the City does not adopt a resolution of intent to annex, and if the project is found by City to be consistent with the City's General Plan, County may proceed with its consideration and approval of the Urban Development Project. In those instances, County shall require that the project be developed in conformance with City standards to minimize obstacles to future annexation. To the extent allowed by law, the County will condition development within the City Sphere of Influence so as to protect the ultimate planned road rights-of-way as set forth in adopted City General and Specific Plans.
- e. If the project is not found by City to be consistent with City's General Plan, or if the City adopts a resolution of intent to annex but LAFCO denies the application, then the project shall not proceed in either the City or the County.
- f. For Urban Development Projects located within the area shown in Exhibits "B-1 and B-2" (Avenue 18 ½ and SR 99 and Avenue 12 and SR 99), City and County agree to meet and confer to seek a mutually acceptable outcome regarding the development of the project.
  - i) County Chief of Development Services and City Director of Community Development are designated to initiate meet and confer session as necessary under this section.

- ii) Subsequent to the meet and confer session specified in this section, County may proceed with its consideration and approval of any Urban Development Project for those areas identified in Exhibits “B-1 and B-2”.
  - g. Notwithstanding anything to the contrary in this Section 7 or in this Agreement, the County shall have the right to own, operate, maintain and construct government buildings and facilities, including utility and special district facilities, on any County-owned or County -acquired property, without the consent or prior approval of the City.
8. SPHERE OF INFLUENCE AMENDMENT.
- a. CITY will file a request with LAFCO to amend the Sphere of Influence to include the area designated within Exhibit “C”. Such request will be made in conjunction with the completion of a Municipal Services Review (MSR), completed in accordance with the policies of Madera LAFCO.
  - b. COUNTY agrees, through the approval of this Tax Sharing Agreement, that it is in support of the amendment to the Sphere of Influence to include the area designated in Exhibit “C” to facilitate the orderly expansion of the City.
9. CREATION OF PARCEL SIZES LESS THAN 20 ACRES WITHIN GENERAL PLAN URBAN GROWTH BOUNDARY.

Except in circumstances where both parties agree, land divisions proposing parcels less than 20 acres which are referred to the City for consideration of annexation will be found to be inconsistent with the City’s General Plan and shall therefore not be approved. Typical basis for an exception would include division of a previously developed property or creation of a single home site on an agricultural parcel of larger than 20 acres. This provision shall not be in effect for those properties identified in Exhibit B-1 or B-2.

10. ADDITIONAL NEW GROWTH AREAS WITHIN CITY GENERAL PLAN PLANNING AREA.

CITY desires the incorporation of a “green belt” or agricultural buffer area around the exterior of its potential urban growth boundary as described in City’s General Plan. To this end, County agrees that no New Growth Areas as defined by COUNTY General Plan will be established or designated within the City’s General Plan Planning Area.

11. LAW ENFORCEMENT SERVICES TO PARKWOOD.

The City agrees to provide law enforcement services to the County in the Parkwood area as described herein for the Term of the Agreement, unless the Agreement is terminated earlier pursuant to the terms hereof. The Parkwood area, for purposes of this Agreement, is defined as the area bounded by E. Pecan Avenue to the North,

Highway 145/S. Madera Avenue to the West, Raymond Thomas Road to the East and the Conrad Street prolongation to the South.

The service delivery level shall be the same as is provided for the City of Madera within the city limits. City shall create a notice which County shall provide to Parkwood residents in the first two utility bills generated after the effective date of this Agreement, informing them that Madera Police Department is providing law enforcement services in the Parkwood area.

County shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the City's provision of law enforcement services pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from this Agreement, the County shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

City shall indemnify, defend, and hold harmless the County, and its officers, employees, and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the City's provision of law enforcement services pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County. In the event the County indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from this Agreement, the City shall provide a defense to the County indemnitees, or at the County's option, reimburse the County indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

The Parties to this Agreement expressly agree that this Section 12 providing for law enforcement services is intended to be by and between the County and the City as independent contractors and consequently shall not be construed to create any relationship of employer-employee, agent, servant, partnership, joint venture or any other association between or among the County and the City. Any and all officers performing under this section shall, at all times, exclusively be considered employees of the City. The law enforcement services to be performed by all City officers under this section, including the standards of performance, discipline and control thereof, shall also be the sole responsibility of the City, which shall ensure that its officers provided under this section observe and follow all applicable rules, regulations, policies, practices and standards while performing law enforcement services under this section. All officers performing services under this section shall receive administrative directions and technical support solely from the City Police Department.

## 12. GENERAL PROVISIONS.

- a. Term. This Agreement shall take effect upon being fully executed by both parties and shall be effective for a period of five (5) years, unless terminated prior to that time by mutual agreement of the parties or as otherwise terminated herein. This Agreement may be extended for three one (1) year terms upon mutual written agreement prior to expiration.
- b. Termination Due to Operation of Law Or Failure of Party to Perform. In addition, should all or any portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, or should any party to this Agreement fail to perform any of its obligations hereunder, or should any party to this Agreement take any action to frustrate the intentions of the parties as expressed (collectively or independently "event") in this Agreement, then in such event, the parties are obligated to negotiate a resolution of the issues presented by such event. Should the parties fail to meet within thirty (30) days of notice of the event triggering the meeting requirement or should the parties fail to resolve the issues presented by the event, then this entire Agreement, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement, shall immediately be of no force and effect.
- c. Termination Due to Changes in Law. The purpose of this Agreement is to alleviate in part the revenue shortfall experienced by COUNTY, which may result from CITY's annexation of revenue-producing or potentially revenue-producing properties located within the unincorporated area of COUNTY. The purpose of this Agreement is also to enable CITY to proceed with territorial expansion and economic growth consistent with the terms of existing law as mutually understood by the parties as well as to maximize each party's ability to deliver essential governmental services. In entering into this Agreement, the parties mutually assume the continuation of the existing statutory scheme for the distribution of available tax revenues to local government and that assumption is a basic tenet of this Agreement. Accordingly, it is mutually understood and agreed that this Agreement may, by mutual agreement be terminated should changes occur in statutory law, court decisions or State administrative interpretations which negate the basic tenets of this Agreement.
- d. Modification. This Agreement and all the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by COUNTY Board of Supervisors and CITY Council.
- e. Enforcement. COUNTY and CITY each acknowledge that this instrument cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will insofar as is legally possible fully carry out the intent and purposes hereof, if necessary, by administrative action independent of ordinances, and that this Agreement may be enforced by injunction to the extent allowed by law.



- f. Entire Agreement; Supersession. With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between COUNTY and CITY except as otherwise provided herein.
- g. Notice. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be delivered by first-class mail or an equal or better form of delivery to the respective parties at the following addresses:

COUNTY:

County Administrative Officer  
County of Madera Government Center  
200 West 4<sup>th</sup> Street  
Madera, CA 93637

CITY:

City Administrator  
City of Madera City Hall  
205 West 4th Street  
Madera, CA 93637

- h. Notice of Breach. Prior to this Agreement being terminated by COUNTY for failure by CITY to comply with its material obligations hereunder, COUNTY shall provide notice to CITY of such failure, and CITY shall comply with the terms and conditions of this Agreement within thirty (30) days of receipt of notice. If CITY fails to timely comply, CITY shall be in breach of this Agreement and COUNTY may terminate this Agreement as provided herein. During the thirty (30) day notice period and until CITY certifies its compliance in writing and COUNTY accepts in writing, no property tax transfer agreement, as contemplated by the Revenue and Taxation Code, shall exist between COUNTY and CITY with respect to any pending annexations. In like manner, CITY shall give COUNTY thirty (30) days' written notice and opportunity to cure any alleged material noncompliance, breach, or default of this Agreement on the part of COUNTY before terminating this Agreement as provided herein, except that during that period a property tax transfer agreement shall be deemed to exist. The failure of a party to comply with any material obligation imposed by this Agreement that is not remedied within thirty (30) days shall be a material breach and be a ground for termination. Except as otherwise provided in this Agreement for a breach of its terms and conditions, the parties may enforce this Agreement in any manner authorized by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in the County of Madera, State of California, on the dates set forth above.

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**IN WITNESS WHEREOF** of the foregoing Agreement is executed on the date and year first above-written.

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

**COUNTY OF MADERA**

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to Legal Form:  
COUNTY COUNSEL

By: Dale E. Bacigalupi  
Digitally signed by: Dale E. Bacigalupi  
DN: CN = Dale E. Bacigalupi email =  
dbacigalupi@lozanosmith.com C = US O = Lozano  
Smith  
Date: 2022.12.15 17:08:47 -08'00'  
Dale E. Bacigalupi

Approved as to Form:  
COUNTY ADMINISTRATIVE  
OFFICER

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

**CITY OF MADERA**

\_\_\_\_\_  
Mayor, City of Madera

ATTEST:

\_\_\_\_\_  
Madera City Clerk

Approved as to Legal Form:  
MADERA CITY ATTORNEY

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

Approved as to Form:  
MADERA CITY ADMINISTRATOR

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