#### PROPERTY TAX ALLOCATION AGREEMENT BETWEEN THE CITY OF GOLETA AND COUNTY OF SANTA BARBARA BOARD OF SUPERVISORS

THIS AGREEMENT is made and entered into this <u>5th</u> day of <u>May</u>, 2009, by and between the **CITY OF GOLETA**, (herein referred to as "City"), and **the COUNTY OF SANTA BARBARA BOARD OF SUPERVISORS**, (herein referred to as "County") pursuant to California Revenue and Taxation Code section 99.

### RECITALS

WHEREAS, City is a municipal corporation in Santa Barbara County; and

WHEREAS, County is a political subdivision of the State of California; and

**WHEREAS,** Goleta West Sanitary District (District) is a special district formed pursuant to the Sanitary District Act of 1923; and

**WHEREAS,** District provides wastewater collection and other services in Santa Barbara County, including a portion of City; and

**WHEREAS,** District was in existence and received an allocation of property tax revenues prior to the enactment of California Proposition 13; and

WHEREAS, District continues to receive an allocation of property tax revenues; and

WHEREAS, City has filed an application with Santa Barbara Local Agency Formation Commission ("LAFCO") for detachment of properties with the jurisdiction limits of City from District and such application is currently pending before LAFCO (In Re City of Goleta Detachment from the Goleta West Sanitary District, LAFCO Case No. 09-1) (herein referred to as the "Proceeding"); and

WHEREAS, California Revenue and Taxation Code section 99 (B)5) provides, in pertinent part, that "In the event that a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county or counties in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues."; and

**WHEREAS,** The Proceeding, if approved, would affect the service area and service responsibilities of District; and

WHEREAS, California Revenue and Taxation Code section 99(B)(5) requires City and County to negotiate to determine the amount of property tax revenues to be exchanged between and among City and District; and **WHEREAS,** County has consulted with District and has provided District with the opportunity to comment on the negotiations; and

**WHEREAS,** County and City have negotiated and desire to determine the amount of property tax revenue to be exchanged between and among City and District.

# AGREEMENT

City and County agree as follows:

# 1. ALLOCATION OF PROPERTY TAX REVENUES

All future ad valorem property taxes currently allocated to District for properties which are detached from the District through the Proceeding shall be reallocated to City.

# 2. <u>APPLICATION OF INDEPENDENT AGREEMENTS</u>

This Agreement is not intended to and does not effect any independent agreements to any tax revenues which are allocated pursuant to this agreement, including the Revenue Neutrality Agreement by and between the County of Santa Barbara and the City of Goleta.

# 3. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning or purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties.

## 4. <u>GOVERNING LAW</u>

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

## 5. MODIFICATION OF AGREEMENT

The terms of this Agreement may be modified only upon mutual written consent of City and County.

# 6. <u>CAPTIONS</u>

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

# 7. <u>AUTHORIZATION</u>

Each party has expressly authorized the execution of this Agreement on its behalf and has the authority to bind said party and its respective administrators, officers, agents and employees.

# 8. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## 9. <u>NOTICES</u>

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	Attention: City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
With a copy	Attention: City Attorney City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO COUNTY:	Attention: Chief Executive Officer County of Santa Barbara 105 East Anapamu Street, Suite 201 Santa Barbara, CA 93101
With a copy	Attention: County Counsel County of Santa Barbara 105 East Anapamu Street, Suite 201 Santa Barbara, CA 93101

**In concurrence and witness whereof**, this Agreement has been executed by the parties effective on the date and year first above written.

## COUNTY OF SANTA BARBARA BOARD OF SUPERVISORS

# **CITY OF GOLETA**

Joseph Centeno, Chair of the Board

# ATTEST:

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Roger S. Aceves,

Michael Allen, Chief Deputy Clerk of the Board

APPROVED AS TO ADMINISTRATION:

# ATTEST:

Mayor

Deborah Constantino, City Clerk

APPROVED AS TO ADMINISTRATION:

Michael F. Brown, County Executive Officer Daniel Singer, City Manager

## **APPROVED AS TO FORM**

**APPROVED AS TO FORM** 

Dennis Marshall, County Counsel Tim W. Giles, City Attorney