

REVISED MOTION:

Adopt Resolution 2021- 146 to approve Master Tax-Sharing Agreement with the City of Hollister, subject to staff adding the additional paragraphs below to the Master Tax Agreement before presenting the Agreement to the City of Hollister.

1. COUNTY and CITY understand and agree that this Agreement is based upon existing law, and that such law may be substantially amended in the future. In the event of an amendment of state law which renders this Agreement invalid or inoperable or which materially denies any party the benefit of this Agreement, and upon request by either party, the COUNTY and CITY agree to renegotiate the Agreement within six months to match, as closely as possible, the benefits currently provided to each party under this agreement.

2. CITY agrees to share confidential tax information with the COUNTY to include but not be limited to Sales Tax, Transient Occupancy Tax (TOT), and District Tax for auditing purposes only. The County agrees to follow confidentiality requirements pursuant to all applicable laws.

3. Dispute Resolution. Disputes arising under this Agreement will be resolved, whenever possible, through the process of meeting and conferring in good faith. To that end, in the event of a dispute as to compliance with the terms and conditions of this Agreement, the Parties agree as follows:

A. Either party will provide the other, as soon as reasonably possible after an event giving rise to concern, a written notice setting forth, with specificity, the issues to be resolved;

B. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten days after receipt of the notice, unless both Parties agree in writing to an extension of time;

C. If the dispute is not resolved to the satisfaction of the Parties within 30 calendar days after the first meeting, then either party shall seek to have the dispute resolved by a mutually agreed upon arbitrator, or if no agreement is reached regarding an arbitrator, then through arbitration offered by JAMS;

D. Each party shall bear its own costs, attorneys' fees and one half the costs and expenses of JAMS and the arbitrator. There shall be a single neutral named by mutual agreement of the Parties. If the Parties are unable to agree on the arbitrator within 30 days of initially receiving a list of qualified individuals, JAMS shall select the arbitrator;

E. The provisions of Section 1283.05 of the California Code of Civil Procedure will apply to the arbitration; however, no discovery authorized by that section may be conducted absent good cause and leave of the arbitrator. The arbitral award will be in writing, and provide reasons for the decision. However, either party may file an appeal pursuant to the procedures authorized by JAMS.

