

RESOLUTION NO. 154

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TROUTDALE, THE CITY OF GRESHAM, THE CITY OF FAIRVIEW, THE CITY OF WOOD VILLAGE AND THE COUNTY OF MULTNOMAH FOR THE PURPOSE OF SHARING MULTNOMAH COUNTY BUSINESS TAX REVENUES.

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

1. The City of Troutdale is hereby authorized to enter into an inter-governmental agreement with the City of Wood Village, the City of Gresham, the City of Fairview and the County of Multnomah for the sharing of business license taxes and that such agreement shall be in substantially the same form as the agreement attached hereto, marked Exhibit "A" and made a part hereof.


2. The aforesaid agreement may be executed by the Mayor of the City of Troutdale. However, the agreement may be terminated only by action of the Common Council.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 12th day of July, 1977.

YEAS: 4

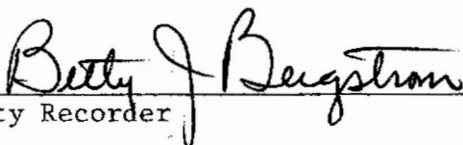
NAYS: 0

SIGNED by the Mayor, this 13th day of July, 1977.



R. M. Sturges, Mayor

ATTEST:



Betty J. Bergstrom
City Recorder

AGREEMENT

THIS AGREEMENT, made this 25th day of October, 1977, by and among MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter "County"), and THE CITY OF FAIRVIEW, THE CITY OF GRESHAM, THE CITY OF TROUTDALE, and THE CITY OF WOOD VILLAGE, municipal corporations (hereinafter collectively referred to as "Cities" and individually referred to as "individual cities" or by their names),

W I T N E S S E T H :

WHEREAS, Section 11 of County's Ordinance No. 121, as amended, (sometimes hereinafter "Business Income Tax"), provides that County and cities having territory within County may, by written contract, agree to terms and conditions by which revenue derived from County's Business Income Tax may be shared with such cities; and

WHEREAS, County and Cities mutually desire to enter into an arrangement for sharing such revenue, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. County shall allocate to Cities, out of County's cash receipts from the Business Income Tax each fiscal year, an aggregate amount to consist of the following (sometimes hereinafter called "Cities' Collective Share"):

(a) \$136,250 or 5.45 percent of the first \$2,500,000 of such cash receipts, whichever is greater; and

(b) 20 percent of any such cash receipts in excess of \$2,500,000.

2. From the Cities' Collective Share, County shall apportion

to the individual cities amounts computed in accordance with the following formulae:

(a) The part of Cities' Collective Share described in paragraph 1(a) shall be apportioned among the individual cities in percentages equal to the quotient of the actual collections of revenue each such city obtained from its city business income tax or taxes for the fiscal year ending June 30, 1977, divided by the total of such collections in all Cities for said fiscal year. The amounts of such collections shall be determined by County. As used in this paragraph and elsewhere in this agreement, unless the context requires otherwise, the phrase "city business income tax" and all similar phrases mean any tax of any of Cities, however designated, which is imposed upon or measured by income which is subject to County's Business Income Tax; provided, however, that the phrases do not include regulatory license taxes or fees or other regulatory taxes or fees.

(b) The part of Cities' Collective Share described in paragraph 1(b) shall be divided into two equal subparts at the time County receives from the Oregon Department of Revenue any quarterly payment of Business Income Tax revenue, all or any part of which consists of cash receipts in excess of \$2,500,000 for the then current fiscal year.

One subpart shall be apportioned among the individual cities in percentages equal to the quotient of the most recent total certified population for each city, as shown by the latest data then maintained by the Portland State University Center for Population and Census Research, divided

by the total of such certified population in all Cities.

The second subpart shall be apportioned among the individual cities in percentages equal to the quotient of the most recent total assessed valuation for each city, as shown by the latest data then maintained by the Multnomah County Division of Assessment & Taxation, divided by the total of such assessed valuation in all Cities.

3. County shall distribute to each individual city the amounts apportioned to it pursuant to paragraph 2. Distributions shall be made quarterly, within 20 days after County's receipt of quarterly payments of Business Income Tax revenue from the Oregon Department of Revenue.

4. It is understood that no allocations shall be made pursuant to paragraph 1(b) and no apportionments shall be made pursuant to paragraph 2(b) or distributions made thereon until County's actual Business Income Tax cash receipts for the then current fiscal year exceed \$2,500,000, and said subparagraphs shall not become operative in any fiscal year until County receives any quarterly payment of Business Income Tax revenue from the Oregon Department of Revenue which, together with prior quarterly payments during such fiscal year, in whole or in part exceeds \$2,500,000.

5. County shall be responsible for all auditing and related functions in connection with the allocations, apportionments and distributions hereinabove required, and for determining the amounts of Cities' business income tax collections for purposes of the apportionment under paragraph 2(a).

6. In the event County enters into an agreement with any city not a party hereto, pursuant to Section 11 of Ordinance No. 121,

as amended, this agreement shall thereupon become subject to renegotiation, and the continuance of this agreement shall become contingent upon appropriate renegotiation of its terms and conditions within ninety (90) days from the date any such other agreement is executed; provided, however, that upon the written concurrence of all parties hereto, this agreement may be amended to include as parties any additional city or cities eligible for revenue sharing with County under said ordinance, and in such event may be continued on its existing terms and conditions or on such amended terms and conditions as the parties may agree.

7. This agreement shall take effect on July 1, 1977, and shall remain in effect as long as Ordinance No. 121, as amended, remains in effect, and is being enforced on behalf of County by the Oregon Department of Revenue pursuant to the agreement therefor between County and said Department in effect on the date this agreement is executed. This agreement may be extended beyond such time upon the written concurrence of all the parties.

8. Any individual city may terminate its status as a party to this agreement and its rights and obligations hereunder upon six months' written notice to each of the other parties.

9. Within three years from the effective date of this agreement, or upon the request of any party, the provisions of paragraphs 1, 2 and 3 hereof shall become subject to renegotiation and, upon the written concurrence of County and of 75 percent of the individual cities which are then parties, may be amended in the manner agreed to by such concurring parties.

10. Cities hereby declare it to be the intention of their governing bodies, as of the date this agreement is entered into,

to discontinue any existing city business income taxes and not to impose new city business income taxes. The parties recognize, however, that all promises and expressions of intent herein contained are limited to the extent that future or present governing bodies of the parties are required by law to retain discretion over any or all matters subject to the provisions hereof.

11. In the event that, after the date hereof, any individual city imposes any new or reenacts or resumes imposition of any discontinued city business income tax or taxes, County may, by written notice, terminate such city's status as a party hereto and its rights and obligations hereunder, effective upon the date such tax or taxes take effect or upon any subsequent date designated by County in its notice of such termination.

12. The parties shall comply with all applicable law in connection with this agreement.

13. No party may assign its rights or obligations under this agreement, except that County may, by written contract, assign to the Oregon Department of Revenue its obligations in connection with allocation, apportionment, distribution, and auditing and related functions. No such assignment may affect any rights of Cities hereunder without their written concurrence.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the date first hereinabove written.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BY Donald J. Clark
Chairman

THE CITY OF FAIRVIEW

BY Henry A. Keller

THE CITY OF GRESHAM

BY Ernest Sunmeyer - MAYOR

THE CITY OF TROUTDALE

BY [Signature]

APPROVED AS TO FORM:

JOHN B. LEAHY
County Counsel for
Multnomah County, Oregon

By [Signature]
County Counsel

THE CITY OF WOOD VILLAGE

BY [Signature]