



ATTACHMENT B

# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 606 COUNTY COURTHOUSE  
PORTLAND, OREGON 97204  
(503) 248-3308

COUNTY COMMISSIONERS  
DON CLARK, Chairman  
DAN MOSEE  
ALICE CORBETT  
DENNIS BUCHANAN  
MEL GORDON

October 25, 1977

OCT 28 1977

The City of Fairview  
City Hall  
Fairview, Oregon

The City of Wood Village  
City Hall  
Wood Village, Oregon

The City of Gresham  
City Hall  
Gresham, Oregon

Mr. Dennis West, Director  
Office of County Management  
426 SW Stark Street  
Portland, Oregon

The City of Troutdale  
City Hall  
Troutdale, Oregon

Mr. Andrew Thaler, Comptroller  
Finance Division  
426 SW Stark Street  
Portland, Oregon

Dear Sir:

Be it remembered, that at a meeting of the Board of County Commissioners held October 25, 1977, the following action was taken:

Form of Order in the matter of the execution )  
of an Agreement with the Cities of Gresham, )  
Troutdale, Wood Village and Fairview for )  
purposes of sharing revenue from Business )  
Income Tax )

The above-entitled matter having come before the Board, and full consideration having been given thereto, upon motion of Commissioner Corbett, duly seconded by Commissioner Buchanan, it is unanimously

ORDERED that Multnomah County, Oregon, enter into the above-entitled Agreement tendered to and before the Board this date, and that the Chairman of the Board be and he is hereby authorized and directed to execute said Agreement for and on behalf of Multnomah County, Oregon.

<input checked="" type="checkbox"/>	TREASURER	
<input checked="" type="checkbox"/>	FINANCE MANAGER	
<input checked="" type="checkbox"/>	ACCOUNTING MANAGER	
<input checked="" type="checkbox"/>	TREASURY	
<input checked="" type="checkbox"/>	GENERAL LEDGER	
<input checked="" type="checkbox"/>	ACCOUNTS PAYABLE	
<input checked="" type="checkbox"/>	ACCOUNTS RECEIVABLE	
<input checked="" type="checkbox"/>	PROPERTY	

Yours very truly,

10368

BOARD OF COUNTY COMMISSIONERS

By

Clerk of Board

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AGREEMENT

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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

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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

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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,

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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

  
Chairman

THE CITY OF FAIRVIEW

BY

