

RESOLUTION NO. 5264-16

A RESOLUTION AGREEING TO SHARE TRANSIENT ROOM TAX REVENUE WITH WASHINGTON COUNTY AS PROVIDED IN WASHINGTON COUNTY CODE CHAPTER 3.08 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT

WHEREAS, Washington County Code Chapter 3.08, the "Transient Room Tax" is a county-wide tax on hotel-motel occupancy;

WHEREAS, Chapter 3.08.170 provides that tax receipts allocable to hotels and motels in a city may be shared with the city, provided the city adopts a resolution declaring that, in lieu of adoption of its own tax, it agrees to certain terms of Chapter 3.08; and

WHEREAS, the City wishes to forego its own transient occupancy tax and enter into an Intergovernmental Agreement (IGA) with Washington County for revenue sharing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. In lieu of the in lieu of adoption of its own transient occupancy tax, the City of Tualatin agrees to the terms in Washington County Code Chapter 3.08 for all transient lodging within the City of Tualatin.

Section 2. The City Manager is authorized to execute the attached IGA with Washington County to share Transient Room Taxes, under Washington County Code Chapter 3.08.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 8th Day of February, 2016.

CITY OF TUALATIN, OREGON

BY 
Mayor

APPROVED AS TO FORM
BY 
City Attorney

ATTEST:
BY 
City Recorder

INTERGOVERNMENTAL AGREEMENT Transient Room Tax

This Agreement is entered into by and between Washington County, a political subdivision of the State of Oregon (County) and the City Tualatin, a municipal corporation (City).

WHEREAS:

1. Washington County Code Chapter 3.08, the "Transient Room Tax" is a county-wide tax on hotel-motel occupancy;
2. Chapter 3.08.170 provides that tax receipts allocable to hotels and motels in a city may be shared with the city, provided the city adopts a resolution declaring that, in lieu of adoption of its own tax, it agrees to certain terms of Chapter 3.08; and
3. City, by Resolution No. 5264-16, has so declared and the parties desire to enter into an Agreement to implement the terms of Chapter 3.08; now, therefore, it is

AGREED:

1. City, in lieu of adopting its own transient room tax, and in consideration of an allocation of tax receipts arising from hotels and motels in City, hereby consents to the following:
 - a. The administration and enforcement of the transient room tax shall remain with Washington County, acting by and through its Director of Support Services;
 - b. The total amount of transient room tax imposed in City shall not exceed nine percent (9%) of the rent as provided in Section 3.08.080 of the County Code; and
 - c. The amount distributed to City shall be calculated as provided for in Section 3.08.170 C. of the County Code.
2. County shall calculate the amount, if any due to City in accordance with Section 3.08.170 C and shall distribute any amount due to City within 30 days of receipt of the taxes.
3. If the County Code referenced in this Agreement is amended after the effective date of this Agreement, such amendment will not apply to the provisions in Section 1 and 2 of this Agreement unless the City provides its written consent to modify those provisions or the parties otherwise amend this Agreement.
4. County and City, by and through their respective finance officers shall cooperate in ensuring that the tax is effectively and efficiently enforced within City. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

5. County will maintain all financial and performance records relating to this Agreement in accordance with applicable public records retentions schedules. City may have access to all records and documents related to this Agreement and County's performance under this Agreement, whether in paper, electronic, or other form. With prior reasonable notice to County, City may perform examinations and audits and make copies, excerpts, and transcripts of records and documents related to this Agreement and County's performance under this Agreement. Any such examinations, audits, copies, excerpts, or transcripts will be at City's sole cost.

6. This Agreement may be terminated by either party upon 30 days written notice. Any amounts due City for receipts prior to the effective date of termination shall be paid within 30 days of termination.

7. Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

8. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

9. This Agreement is for the benefit of the parties only. Each Party agrees to indemnify and hold harmless the other Party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and will not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

CITY OF TUALATIN


Signature

Sherilyn Lombos
Printed Name

Feb. 8, 2016
Date

City Manager
Title

Address: 18880 SW Martinazzi Ave.
Tualatin, Oregon 97062

WASHINGTON COUNTY

Signature

Date

Printed Name

Title

Address: 155 N First Avenue; MS 25; 270 Public Services Building
Hillsboro OR 97124