

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING THE)	ORDINANCE NO. 89-325A
METRO CODE REGARDING THE)	
METROPOLITAN EXPOSITION-RECREATION)	Introduced by Rena Cusma,
COMMISSION)	Executive Officer

1. Metro Code Section 6.01.030 is amended to read as follows:

"6.01.030 Commission Created: There is hereby created a Metropolitan Exposition-Recreation Commission consisting of seven (7) members. All members shall be residents of the District. One of the members shall be appointed by the Executive Officer to be the initial chairperson of the Commission. The Commission members shall be appointed as follows:

"(a) Members of the Commission shall be appointed by the Executive Officer [~~after-consulting-with-the-governing-bodies-of the-City-of-Portland,-Clackamas-County,-Multnomah-County,-Washington-County-and-any-other-city-within-the-District.--All appointments-shall-be~~] and confirmed by a majority of the members of the Council [~~---All-members-shall-reside-within-the-District.-~~] in accordance with the following procedures:

"(1) Nomination Process. The Executive Officer will accept nominations to the Metropolitan Exposition-Recreation Commission as follows:

"(A) The County Commissions of Clackamas, Multnomah and Washington counties each shall nominate one (1) candidate. The candidates

must be residents of the District and the nominating county.

"(B) The City Council of the City of Portland shall nominate one (1) candidate for each of two (2) positions. The candidates must be residents of the District and the City of Portland.

"(C) Two (2) nominees shall be at the sole discretion of the Executive Officer. The candidates must be residents of the District.

"(2) Appointment Process. The Executive Officer shall, upon concurring in the nominations received from the County Commissions of Clackamas, Multnomah and Washington counties or the City Council of the City of Portland, transmit the names of the persons so nominated to the Council of the Metropolitan Service District as appointments for confirmation. In addition, the Executive Officer shall transmit two (2) additional names as appointments for confirmation.

"For those positions on the Commission which are subject to nomination by a local governmental body, the Executive Officer will receive the nominations from the relevant governing body and review the nomination prior to submitting the nomination to the Metro Council for confirmation. If the Executive Officer fails to concur with any candidate so nominated by a local government,

the Executive Officer shall so notify the Jurisdiction which shall then nominate another candidate. This process shall continue until such time as the Executive Officer agrees to transmit the name of the individual nominated by the local government. If an appointment submitted to the Council for confirmation as a result of this process is rejected by the Council, the Executive Officer shall so notify the local government which shall nominate another candidate and the process shall continue until such time as a candidate nominated by a local government has been forwarded by the Executive Officer to the Council for confirmation and has been confirmed.

"If the Council fails to confirm an appointment made at the sole discretion of the Executive Officer, the Executive Officer may submit the name of another person for confirmation by the Council.

"(b) Of the initial appointments, one (1) shall be for a one (1) year term; two (2) shall be for a two (2) year term: two (2) shall be for a three (3) year term; and two (2) including the chairperson shall be for a four (4) year term. Thereafter appointments shall be for a four (4) year term.

"(c) Provided further that the initial terms of members shall expire on the fifteenth (15th) day of January closest to the appropriate anniversary of the appointment.

"(d) Of the initial appointments, the Executive Officer shall designate one (1) member as the initial chairperson to hold that position for a four (4) year term. If a vacancy occurs before the end of the term, the Executive Officer shall appoint a new chairperson to complete the unexpired term in the same manner as in the case of the member whose term was not completed.

"(e) A vacancy shall occur from the death, resignation, failure to continue residency within the District and in the case of members nominated by a local government residency within the boundaries of the nominating government, or inability to serve of any member or from the removal of a member by the Executive for just cause, subject to approval of the removal by a majority of the members of the Council.

"(f) Vacancies shall be filled pursuant to the procedure governing the initial appointment of members. Vacancies in a position originally filled by a member nominated by a local government pursuant to this section or pursuant to Metro Executive Order No. 36 shall be filled by the nomination appointment and confirmation process provided for in this section so that five (5) members of the Commission shall be the nominees of the four local government bodies as specified herein.

"(g) No person who is elected to a public office, or appointed to fill a vacancy in a public office, shall be eligible to serve.

"(h) The Commission may adopt its own rules of organization and procedure and except as provided for the appointment of the

initial chairperson in subsection (c) above, may elect its own officers for such terms and with such duties and powers necessary for the performance of the functions of such offices as the Commission determines appropriate."

2. Metro Code Section 2.04.035 is amended to read as follows:

"2.04.035 Metropolitan Exposition-Recreation Commission: The Metropolitan Exposition-Recreation Commission shall have authority to enter into contracts pursuant to Metro Code Section 6.01.04(j); provided, however, that prior to the adoption of the contracting rules by the Commission such purchases shall be made pursuant to the procedures and policies set forth in this chapter; and provided further that the Metropolitan Service District Contract Review Board created pursuant to Section 2.04.020 of this code shall be the local Contract Review Board for the Commission for the purpose of granting exemptions from competitive bidding or other requirements of public contract law. Notwithstanding any provision of this chapter to the contrary the Metropolitan Exposition-Recreation Commission may without the prior approval of the Executive Officer enter into contracts in any amount in accordance with its own contracting rules adopted pursuant to the authority contained in Section 6.01.040(j). No contract or contract amendment may be approved or executed for any amount in excess of the amount authorized in the budget. The Metropolitan Exposition-Recreation Commission shall file copies

of all contracts and amendments thereto with the Department of Finance & Administration."

3. Metro Code Section 2.02.010 is amended to read as follows:

"2.02.010 Administration of the Rules: Except as provided in subsection (d) below the Executive Officer shall be responsible for:

(a) administering or delegating the administration of all the provisions of this chapter; and (b) reviewing and recommending to the Council necessary changes to this chapter;

(c) publishing a Personnel Procedures Manual to implement the provisions of this chapter;

(d) Until such time as the Metropolitan Exposition-Recreation Commission adopts personnel rules pursuant to the authority granted by Section 6.01.040(h) the Commission shall be responsible for the administration of these Personnel Rules for employees of the Commission. After the adoption of such rules by the Commission, the Commission shall administer its personnel system in accordance with its duly adopted personnel rules notwithstanding any provision of this chapter to the contrary. For this purpose the authority and duties of the Executive Officer referred to in this chapter shall reside with the Commission."

4. The Metro Council authorizes the Executive Officer to execute the Agreement regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities owned

and operated by the City of Portland and the Metropolitan Service District attached hereto as modified from the Agreement approved by the Metro Council on November 21, 1989.

ADOPTED by the Council of the Metropolitan Service District this 14th day of December, 1989.

Mike Ragsdale
Mike Ragsdale, Presiding Officer

ATTEST:

Doreen Ware-Barrett
Clerk of the Council

DBC/gl



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Date: November 29, 1989

To: Convention, Zoo & Visitors Facilities (CZVF) Committee

From: Jessica P. Marlitt, Council Analyst

Regarding: ORDINANCE NO. 89-325, AMENDING THE METRO CODE REGARDING
THE METROPOLITAN EXPOSITION-RECREATION COMMISSION

At the December 5, 1989 CZVF meeting, the Committee will consider Ordinance No. 89-325 which had its first reading before the Council November 21, 1989. This ordinance is the companion piece to the Phase I Consolidation Agreement approved and adopted by the Council through Resolution No. 89-1170, November 21, 1989. As you will recall, this ordinance was an attachment to Resolution No. 89-1170 under Section 2, "Transfer of Operations and Management of ERC Facilities to the Metro ERC." While Resolution No. 89-1170 approved the ordinance, separate action is required to incorporate it as a part of the Metro Code.

Council staff reviewed Ordinance No. 89-325 in its analysis of the consolidation agreement (Council Staff memo November 14, 1989). Metro General Counsel Dan Cooper addressed issues raised in the analysis at the CZVF Committee meeting November 15, 1989. If you have additional questions or concerns, please contact me at the Council Office, 221-1646, ext. 138.

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AGREEMENT REGARDING CONSOLIDATION
OF
REGIONAL CONVENTION, TRADE, SPECTATOR AND
PERFORMING ARTS FACILITIES OWNED AND OPERATED BY
THE CITY OF PORTLAND AND THE METROPOLITAN SERVICE DISTRICT

This Agreement dated as of December 19th, 1989, is between the City of Portland, Oregon (City); and the Metropolitan Service District (Metro); and the City of Portland Exposition-Recreation Commission (ERC).

RECITALS:

1. In January 1985 the City, Metro, and Clackamas, Multnomah, and Washington counties established the Committee on Regional Convention, Trade, and Spectator Facilities (CTS Committee) consisting of public and private representatives.
2. In May 1986 the CTS Committee adopted recommendations regarding regional convention, trade, and spectator facilities.
3. The CTS recommendations called for Metro to establish a regional commission under ORS Chapter 268 for the planning, development, promotion, operation, and management of the region's convention, trade, and spectator facilities, and for the City and Multnomah County to transfer responsibility for operating their regional convention, trade, and spectator facilities to the regional commission.
4. In May 1986 the City, by Resolution No. 34110, found that Metro should be responsible for the planning, development, promotion, operation, and management of the region's public convention, trade show, and spectator facilities and resolved that the City work with Metro to develop a plan for the transfer of the ERC's functions and responsibilities to a regional commission to be established by Metro, with the transfer to be completed by the date of opening of the Oregon Convention Center.
5. In November 1986 the voters of the Metropolitan Service District approved the sale of \$65,000,000 in General Obligation bonds to assist in financing construction of the Oregon Convention Center; the 1987 and 1989 sessions of the Oregon Legislature authorized \$15,000,000 from State Economic Development Funds to assist in financing construction; and the City of Portland through a Local Improvement District has secured an additional \$5,000,000 to assist in financing construction.

6. The Metro Council on October 22, 1987, adopted Metro Ordinance No. 87-225 which created the Metropolitan Exposition-Recreation Commission with powers and duties substantially similar to the City Exposition-Recreation Commission for the purpose of maintaining and operating metropolitan convention, trade, and spectator facilities.

7. The Oregon Convention Center is scheduled to open in the fall of 1990.

8. The City and Metro have been involved in extensive negotiations regarding consolidation of City and Metro convention, trade, spectator, and performing arts facilities.

9. The negotiating process produced a Memorandum of Understanding which stated proposed principles to govern an initial phase of consolidation; which expressed the intention of the City and Metro to approve a formal consolidation agreement consistent with those principles; and which anticipated that the formal consolidation agreement would be prepared and approved as soon as possible.

10. The Metro Council and the City Council approved the Memorandum of Understanding.

11. This Agreement has been prepared to implement the Memorandum of Understanding.

SECTION 1

DEFINITIONS

In this Agreement, the following terms shall have the following meanings unless the context indicates otherwise:

"City" means the City of Portland, Oregon.

"City Council" means the Council of the City of Portland or the lawful successor thereto.

"Coliseum" means the Portland Memorial Coliseum complex.

"Commissioner in Charge" means the City Commissioner to whom the Mayor of the City assigns responsibility for the City's relationship with Metro ERC.

"Convention Center" means the Oregon Convention Center.

"ERC" means the City Exposition-Recreation Commission.

"ERC Facilities" means the Coliseum, PCPA, and the Stadium.

"Facilities" means the ERC Facilities, Convention Center and other regional convention, trade, or spectator facilities Metro ERC Facilities, and Other Facilities.

"Metro" means the Metropolitan Service District.

"Metro Council" means the Council of the Metropolitan Service District provided for in ORS 268.150 or the lawful successor thereto.

"Metro ERC" means the Metropolitan Exposition-Recreation Commission.

"Metro ERC Facilities" means the Oregon Convention Center and other convention, trade, or spectator Facilities owned by Metro and operated by Metro ERC.

"Metro Executive Officer" means the duly elected Executive Officer provided for in ORS 268.180 or the lawful successor thereto.

"Other Facilities" means present and future convention, trade, or spectator facilities within the Metro district other than the ERC Facilities and Metro ERC.

"PCPA" means the Portland Center for the Performing Arts complex.

"Stadium" means the Portland Civic Stadium.

SECTION 2

TRANSFER OF OPERATIONS AND MANAGEMENT OF ERC FACILITIES TO THE METRO ERC

- A. Subject to the terms and conditions contained in this Agreement City hereby transfers to Metro and Metro hereby accepts responsibility for operation and management of the ERC Facilities effective as of January 4, 1990. Metro agrees that authority and responsibility for operation and management of the ERC Facilities is hereby delegated to Metro ERC. All duly adopted resolutions of the ERC in force and effect on January 3, 1990, shall remain in force and effect with regard to the ERC Facilities until superseded or repealed by resolutions duly adopted by the Metro ERC.
- B. The power and authority of Metro ERC has been created by Metro pursuant to the provisions of ORS 268.395 and 268.400. Chapter 6.01 of the Metro Code sets forth the power, authority and duties of Metro ERC. Metro agrees to adopt the amendments to Metro Code Sections 6.01.030, 2.04.035, and 1.01.010 attached hereto as Exhibit "A." The parties

agree that the continued existence of Metro ERC with the power, authority, and duties it will possess under Metro Code Chapter 6.01 as amended are an essential element to the City's willingness to transfer operation and management control of the ERC Facilities to Metro. The parties also agree that during the term of this Agreement it may be necessary or desirable for Metro to amend the provisions of Metro Code Chapter 6.01 in order to reflect changes in law or to provide for a response to changed circumstances. Therefore City agrees Metro may amend Chapter 6.01 during the term of this Agreement upon obtaining City's prior approval pursuant to Section 19 of this Agreement.

- C. Except as expressly provided otherwise, the provisions of this Agreement shall be effective as of January 4, 1990, and shall be effective only during the term of this Agreement.

SECTION 3

REAL AND PERSONAL PROPERTY

- A. City and ERC hereby transfer, effective January 4, 1990, to Metro the right to beneficial use of all real property comprising the ERC Facilities. City and ERC shall retain title to and beneficial ownership of all real property comprising ERC Facilities. City and ERC shall not take any action with regard to the real property comprising the ERC Facilities that would interfere with management and operation of the ERC Facilities. Metro shall not take any action with regard to the real property comprising the ERC Facilities that would affect or encumber the title to the property without the prior written consent of City.
- B. City, either directly or through ERC, owns certain rights to use real property subject to restrictions and therefore City and ERC have certain obligations related thereto. In addition to the provisions of Subsection A of this Section, the following provisions shall apply to specific real property.

1. First Congregational Church

- (a) City and the First Congregational Church are parties to a Ground Lease, Parking Rights Agreement and Agreement to Lease Space dated November 1, 1984, (Church Agreement) providing land for use of PCPA and creating related obligations. City hereby authorizes Metro, effective January 4, 1990, to exercise all of City's rights under the Church Agreement. Metro shall perform all obligations of City under the Church Agreement.

- (b) City shall notify the First Congregational Church that all notices to be given to City under the Church Agreement also shall be given to Metro at the address set out in Section 22 hereof.

2. Al Kader Temple

- (a) City and Al Kader Temple are parties to a Parking Rights Agreement dated August 1, 1984, (Al Kader Agreement) providing parking rights to City and creating related obligations. City hereby authorizes Metro, effective January 4, 1990, to exercise all of City's rights under the Al Kader Agreement. Metro shall perform all obligations of City under the Al Kader Agreement.
- (b) City shall notify Al Kader Temple that all notices to be given to City under the Al Kader Agreement also shall be given to Metro at the address set out in Section 22 hereof.

3. Multnomah Athletic Club

City is the grantee under a deed from the Multnomah Athletic Club as grantor dated December 28, 1966, (MAC Deed) conveying to City Portland Civic Stadium, the underlying land, and certain easements. City hereby authorizes Metro, effective January 4, 1990, to exercise all of City's rights under the MAC Deed except that Metro shall not cease the use of the granted premises or a substantial portion thereof without the prior written consent of City. Metro shall perform all obligations of City under the MAC Deed.

- C. Personal Property. City or ERC if then in existence, otherwise City, shall be the owner of all ERC Facilities-related personal property owned by City or ERC as of January 3, 1990, and also of all capitalized personal property acquired thereafter by Metro ERC using ERC Facilities-related funds. Metro and Metro ERC shall have the right to beneficial use thereof. Metro ERC shall maintain records of all capitalized personal property identifying the Facility at which the property will be used and the source of funding, as appropriate. Nothing in this Section, however, shall prevent Metro ERC from disposing of ERC Facilities-related personal property in the ordinary course of business or from acquiring title to personal property using both ERC and Metro ERC Facilities-related funds that is of common benefit to ERC and Metro ERC Facilities. On disposition of ERC Facilities-related personal property, any compensation received for the property shall be treated as ERC Facilities-related revenues. Metro and Metro ERC shall not

dispose of ERC Facilities-related personal property, except in the ordinary course of business, without the prior written consent of City.

- D. Acquisition of Real Property. Prior to acquiring any real property with ERC Facilities-related funds, Metro and Metro ERC shall identify resources and appropriations for the acquisition in the annual or supplemental or amended budget for Metro ERC subject to City approval as provided for in Section 6 of this Agreement. As of January 4, 1990, Metro and Metro ERC hereby are designated, to the extent City and ERC have authority to so designate, to represent City and ERC in any contract or legal proceeding for the acquisition using ERC Facilities-related funds of real property initiated by City or ERC for the benefit of the ERC Facilities. Title to any and all real property and improvements thereto acquired by Metro or Metro ERC with ERC Facilities-related funds shall be taken in the name of City or ERC as appropriate. Any disposition of City- or ERC-owned real property shall be subject to the same requirements as apply to dispositions of other City property.
- E. Audit of Property Records. On or before January 4, 1990, or as soon as practicable thereafter, Metro and Metro ERC shall prepare an initial inventory of all personal and real property possessed by ERC and all records related thereto. The initial inventory shall be the basis for identifying all property for which Metro shall assume responsibility hereunder. Thereafter, Metro and Metro ERC, as of July 1 each year beginning with July 1, 1990, shall prepare an annual inventory of real property and capitalized personal property owned by City and ERC as to which Metro has the right of beneficial use under this Agreement. The initial inventory prepared by Metro and Metro ERC under this Subsection shall be prepared in a manner acceptable to City and its outside auditors and shall be subject to City's approval, which approval shall not be unreasonably withheld. The subsequent annual inventory shall be conducted in a fashion substantially similar to the manner in which City conducts its own annual inventory of personal property. Copies of all inventories shall be furnished to City.

SECTION 4

PERSONNEL

- A. The City and Metro agree that all employees presently employed by ERC will be transferred to Metro ERC and will become employees of Metro ERC as provided for herein. On transfer, employees shall continue to have all accrued but

unused vacation, sick leave, and personal leave time that they have immediately prior to transfer.

- B. Transfer of Represented Employees. On January 4, 1990, ERC shall transfer all of its employees represented by labor unions to Metro ERC. Thereafter, Metro ERC shall recognize the same unions as representative of the transferred employees and shall comply with the collective bargaining agreements in effect prior to transfer.
- C. Transfer of Non-Represented Employees. On January 4, 1990, ERC shall transfer all of its unrepresented employees to Metro ERC.
- D. Employees' Statutory Rights. On and after January 4, 1990, Metro ERC shall assure that all ERC employees as of January 3, 1990, are accorded all the rights to which they are entitled under Oregon laws affecting the transfer of duties from one unit of government to another.
- E. Assignment of Collective Bargaining Agreements. ERC hereby assigns to Metro ERC, and Metro on behalf of Metro ERC, hereby accepts assignment of all collective bargaining agreements to which ERC is a party, effective as of January 4, 1990. Metro ERC shall conduct such impact bargaining with affected unions as is appropriate and necessary under applicable law.

SECTION 5

CONTRACTS AND LICENSES

- A. Assignable ERC Contracts and Licenses. ERC hereby assigns to Metro ERC all contracts, permits, rental agreements, and licenses to which ERC is a party and which are assignable without the consent of other parties, effective as of July 1, 1990. From January 4, 1990, through June 30, 1990, these contracts, permits, rental agreements, and licenses shall be subject to the management and control of Metro ERC to the same extent and subject to the same City procedural requirements as applied to ERC immediately prior to January 4, 1990.
- B. Other ERC Contracts and Licenses. ERC hereby assigns to Metro ERC each contract, permit, rental agreement, and license to which ERC is a party, the assignment to be effective on July 1, 1990, or on obtaining the consent of the other parties thereto, whichever occurs later. From January 4, 1990, through the effective date of the assignment, these contracts, permits, rental agreements, and licenses shall be subject to the management and control of Metro ERC to the same extent and subject to the same City

procedural requirements as applied to ERC immediately prior to January 4, 1990.

SECTION 6

BUDGET APPROVAL FOR METRO ERC

- A. For fiscal years commencing on or after July 1, 1990, Metro ERC's annual budget shall be subject to City and Metro approval and shall be included in the overall Metro budget for submission to the Tax Supervision and Conservation Commission. Metro ERC's annual budget shall include a separate budget for each of the ERC Facilities, in the standard format used by Metro for its budget units. City's right to approve or disapprove the Metro ERC budget shall be applicable only to the budgets for the ERC Facilities.
- B. Metro ERC Budget Process. All Metro ERC budgets and supplemental and amended budgets will be part of the Metro budget and will be subject by law to the budget procedures governing Metro. In addition, the Metro ERC budget and supplemental and amended budgets shall be subject to the approval of City to the extent described in Subsection A of this Section. In order to carry out successful budget procedures, with Metro and City both approving the same budget, it will be necessary that there be a high degree of cooperation among Metro, City, and Metro ERC in the budget process. Therefore Metro ERC and Metro shall make every reasonable effort to inform City of and provide the opportunity for City review of and participation in the Metro ERC budget development and review process. Concomitantly, City shall make every reasonable effort to participate in that process. These efforts shall be made with a view to identifying and resolving conflicts early in the budget process in order to avoid surprises or unresolved disputes at the end of the process. In order to achieve this objective, the process for City review of the Metro ERC budget shall be as follows:
1. On or before February 1 of each year, Metro ERC shall provide to the Metro Executive Officer the proposed Metro ERC budget for the next fiscal year. The Metro Executive Officer shall transmit the proposed Metro ERC budget to the Commissioner in Charge and to the City Auditor at the same time the proposed Metro budget is transmitted to the Metro Council.
 2. Within forty-five (45) days of receipt of the proposed Metro ERC budget, City shall review and approve or disapprove by resolution adopted by the City Council the proposed Metro ERC budget for the next fiscal year. In the event of disapproval, the City Council shall

state the reasons for disapproval, the portions of the proposed budget objected to, and proposed revisions that would meet City's approval. A failure by the City Council to act within forty-five (45) days of receipt shall be deemed an approval of the proposed Metro ERC budget.

3. In the event Metro revises a proposed Metro ERC budget following City approval, then the revised proposed budget shall be provided to the Commissioner in Charge and to the City Auditor for City review according to the same procedure as governed City review of the initial proposed budget. City review period shall be twenty (20) days from receipt of the revised proposed budget.
 4. In the event Metro revises a proposed Metro ERC budget following City disapproval, but proposes revisions different than those proposed by City, then the revised proposed budget shall be provided to the Commissioner in Charge and to the City Auditor for City review according to the same procedure as governed City review of the initial proposed budget. City review period shall be twenty (20) days from receipt of the revised proposed budget.
 5. Any supplemental budget adopted by Metro for Metro ERC shall be subject to the same procedure as governs City review of a proposed annual Metro ERC budget.
 6. Any budget amendment adopted by Metro for Metro ERC, except as part of a supplemental budget, shall be subject to the same procedure as governs City review of a proposed annual Metro ERC budget except that (a) the amendment shall be deemed approved unless the Commissioner in Charge notifies Metro within fifteen (15) days of receipt of the proposed amendment that City intends to review the amendment, and (b) if the Commissioner in Charge does so notify Metro then the amendment shall be deemed approved unless the City Council acts on it within thirty (30) days of receipt.
- C. Financial Reporting Requirements. Metro ERC shall provide to City monthly financial reports showing the current status of revenues and expenditures of Metro ERC for the then current fiscal year. These reports shall be in no less detail than reports Metro ERC regularly prepares for its own and Metro's review and shall provide details separately identifying the financial status of each ERC Facility.
- D. Metro ERC Management Services. It is Metro ERC's present intention to maintain a central management staff for all the

Facilities under its jurisdiction and to allocate the central management costs among the Facilities based on a formula. The initial allocation formula shall be based on an annual determination of the time spent on each Facility by each central management staff employee weighted by the salary of each employee. Any other method for allocating management costs if Metro ERC adopts a different management structure or allocation formula, shall be established as part of the Metro ERC annual budget and shall be subject to City's review and approval, which approval shall not be unreasonably withheld. City review and approval or disapproval shall be part of the budget review process and shall follow the procedures for budget review and approval set forth in Subsection B of this Section.

SECTION 7

MONEY TRANSFERS, ACCOUNTING, AND AUDITING

- A. Financial Transactions from January 4, 1990, to June 30, 1990. During the period from January 4, 1990, to June 30, 1990, ERC shall receive all ERC Facilities-related revenues, which shall be treated as ERC revenues for budget purposes; and ERC shall pay all ERC Facilities-related expenses, which shall be treated as ERC expenditures for budget purposes. During this period, all ERC Facilities-related financial transactions shall follow the procedures established therefor by this Subsection:
1. City shall process all duly authorized requests for payment received from Metro ERC related to ERC Facilities on forms to be provided by City including payroll and accounts payable, for payment from ERC funds in accord with current practice. Metro ERC shall transmit all funds received from operations of ERC Facilities to City for deposit into ERC funds in accord with current practice.
 2. City shall maintain records of all fiscal transactions related to the ERC Facilities and shall transmit periodic reports thereof to Metro and Metro ERC at the same time it transmits its regular periodic reports to responsible City officials.
 3. City shall make all required reports to and filings with federal and state agencies including the Internal Revenue Service related to the financial transactions carried out under this Subsection, on behalf of Metro, Metro ERC, City, and ERC. If City legally is unable to do this, it shall prepare sufficient information for Metro and Metro ERC to allow Metro to make the reports and filings in a timely manner.

- B. General. On July 1, 1990, except as otherwise provided in this Subsection, all moneys in the following ERC Funds shall be transferred to Metro for use by Metro ERC as provided herein:

Exposition-Recreation -- Civic Stadium Fund
Exposition-Recreation -- Memorial Coliseum Fund
Expo-Recreation -- Performing Arts Fund
Performing Arts Center Construction Fund

Between the dates of July 1, 1990, and completion of the audit described in Subsection D of this Section, City shall retain sufficient amounts in the ERC Funds, as agreed to by City and Metro, in order to provide for positive balances in all ERC Funds immediately prior to the adjustments under Subsection D of this Section. The amounts retained shall be set so as to avoid any adverse impact on Metro ERC operations. Any dispute between the parties regarding amounts to be retained shall be resolved pursuant to Section 15 of this Agreement.

- C. Payables and Receivables. ERC hereby assigns to Metro ERC as of July 1, 1990, all ERC accounts receivable and other receivables existing as of that date or thereafter accruing. Metro ERC shall be responsible for payment of all ERC accounts payable and other obligations existing as of that date or thereafter accruing, except that liabilities covered by insurance or self-insurance shall be treated as provided in Section 11 of this Agreement and City shall be responsible for the payments identified in Section 13 of this Agreement. Metro ERC shall pay, out of ERC Facilities-related funds, all tax and other governmental assessments against real property comprising the ERC Facilities and against any ERC Facilities-related personal property.
- D. Adjustments Following Audit. A portion of City's official independent audit for FY 1989-90 shall cover all ERC operations for the entire period from July 1, 1989, through June 30, 1990. On completion and acceptance by City of the portion of the official City independent audit covering ERC for FY 1989-90, adjustment shall be made in the amounts transferred under Subsection (A) of this Section as indicated by the audit so as to bring the amounts retained in ERC funds under Subsection B of this Section to zero. In the event of excess transfers to Metro on July 1, 1990, Metro shall refund the amount of the excess to City or ERC as appropriate. In the event of deficient transfers to Metro, City or ERC as appropriate shall transfer the amount of the deficiency to Metro for use by Metro ERC as provided herein. City shall encourage its auditors to complete the portion of the audit covering ERC as quickly as possible. Any dispute between the parties regarding funds to be

transferred shall be resolved pursuant to Section 15 of this Agreement. Metro ERC shall prepare appropriate responses to management findings related to ERC Facilities contained in the audit.

- E. Treatment of Monies from January 4, 1990, through June 30, 1990. Pursuant to Subsection 7(A) of this Section, from January 4, 1990 through June 30, 1990, the collection of ERC Facilities revenues to be deposited into ERC funds and the payment of ERC Facilities expenditures from ERC funds shall be subject to the direction and control of Metro ERC to the same extent and subject to the same City procedural requirements as applied to ERC immediately prior to January 4, 1990. During this period, revenues from and expenditures for the ERC Facilities shall be accounted for in the same way as is in effect immediately prior to January 4, 1990.
- F. Audits and Accounting Beginning July 1, 1990. Beginning with FY 1990-91, Metro ERC, in its accounting, shall account separately for each of the ERC Facilities and shall comply with generally accepted governmental accounting principles and with the requirements of the Government Accounting Standards Board in accounting for ERC Facilities operations and maintenance. Metro ERC annually shall obtain an audit of its operations, with ERC Facilities separately accounted for. The audit may be conducted as a portion of Metro's audit. The audit of Metro ERC's operations, as to the portion covering ERC Facilities, shall be prepared in a manner acceptable to City and its auditors. In the event it is necessary under National Council on Government Accounting Statement 3 for City to include the ERC Facilities operations in City's Consolidated Annual Financial Report, then Metro ERC shall provide its audit to City not later than September 30 of each year.
- G. Restrictions on Use. The beginning balance in the Funds transferred to Metro ERC on July 1, 1990, under Subsection (B) of this Section, as determined by the audit referred to in Subsection (C) of this Section, shall be used only for the benefit of the ERC Facilities. Nothing in this Agreement shall prevent the transfer of resources among the ERC Facilities as provided in any Metro ERC budget. In addition, any net surplus from operation of the ERC Facilities shall be used only for the benefit of the ERC Facilities. The beginning balance in the Performing Arts Center Construction Fund shall be deposited into a separate account maintained by Metro ERC and shall be used for capital appropriations to complete PCPA construction in a manner consistent with the original architecture and aesthetics of the PCPA and with the pledges giving rise to the Fund. Any revenues received by Metro from Multnomah

County in support of the Oregon Convention Center shall be used only for the purposes authorized by the agreement between Metro and Multnomah County. Any net surplus from operation of Metro ERC facilities shall be used only as determined by Metro.

- H. Event and Concession Bank Accounts. ERC maintains in its name bank accounts into which it deposits event- and concession-related revenues, from which it pays event- and concession-related expenses including amounts owing to ERC from the event sponsors and concessionaires, and from which it pays the balance after expenses to the event sponsors and concessionaires. On January 4, 1990, ownership of the accounts shall be transferred to Metro ERC or the accounts may be closed and the account balances transferred to new accounts opened by Metro ERC or some comparable change may be made, as determined by Metro ERC. ERC shall execute whatever documents are necessary to accomplish the change. Following the change, Metro ERC shall make all payments for which the accounts are obligated. On or before January 4, 1990, or as soon as practicable thereafter, Metro and Metro ERC shall conduct an audit of such accounts to determine the condition thereof as of the effective date of transfer.

- I. Unemployment Compensation Payments as to ERC. Notwithstanding any other provision of this Section, City shall pay any unemployment billings due to the State of Oregon that are applicable to ERC employees terminated prior to January 4, 1990. City shall bill ERC for the amount of any payments made by City applicable to the period prior to July 1, 1990, and shall bill Metro ERC for the amount of any payments made by City applicable to the period following June 30, 1990. ERC and Metro ERC shall pay the City billings following their receipt.

SECTION 8

CENTRAL SERVICES AND OTHER CHARGES

- A. Metro Charges To Metro ERC for Council and Executive Officer. Metro may charge Metro ERC for Council and Executive Officer services as provided for herein during the first two (2) fiscal years that this Agreement is in effect (Fiscal Year 1989-90 and 1990-91.) Thereafter, Metro shall no longer charge for Council and Executive Officer services to any Facilities operated by Metro ERC including the Oregon Convention Center. The amount charged by Metro to Metro ERC in FY 1990-1991 for Council and Executive Officer services shall not exceed the current level of charges for Council and Executive Officer services set in the Metro FY 1989-90 budget for payment of such charges by Metro ERC to Metro for

Metro ERC to Metro for operations of the Oregon Convention Center, which amount is \$23,577. Metro shall not charge Metro ERC for Council and Executive Officer services for ERC Facilities for FY 1989-90 and shall not charge for FY 1990-91 in an amount in excess of the actual general fund charge for City Council services imposed on ERC by City as set out in City's budget for FY 1989-90, which amount is \$14,641. Metro ERC shall not pass on to the ERC Facilities any Metro charge for Metro Council and Executive Officer services in excess of the amounts charged to Metro ERC by Metro for ERC Facilities.

- B. Central Services and Central Services Charges. Nothing contained herein shall preclude Metro from charging Metro ERC for central services provided to Metro ERC by Metro, subject to City review and approval during the annual budget process pursuant to the procedure set out in Section 6(B) of this Agreement. Such charges shall not be increased in any fiscal year over the amount originally budgeted without prior review and approval of City pursuant to the same procedure as the procedure for supplemental budgets pursuant to Section 6(B) of this Agreement. The budget reviews under Section 6(B) of this Agreement shall include review of both the allocation of central services functions between Metro and Metro ERC and the charges therefor.

SECTION 9

METRO EXCISE TAX

- A. General. Under Chapter 332, 1989 Oregon Laws, Metro has the authority to impose excise taxes on persons using facilities, equipment, systems, functions, services, or improvements owned, operated, franchised, or provided by Metro. As a result of this Agreement, Metro will have the authority to impose excise taxes on persons using the ERC Facilities.
- B. Limitation. Metro shall not directly or indirectly use revenues from excise taxes on persons using the ERC Facilities for the purpose of funding Council or Executive Officer services or for any other purpose except as authorized in Subsection C below, without the prior written consent of City, which consent shall not be unreasonably withheld.
- C. Use. Metro shall provide all revenues from excise taxes on persons using the ERC Facilities to Metro ERC except that Metro may pledge the revenues for the benefit of Facilities operated by Metro ERC. Metro ERC shall use all revenues so provided to it for the benefit and operation of the Facilities operated by Metro ERC.

SECTION 10

INDEMNIFICATION

A. Tort and Workers' Compensation Claims.

1. City, to the maximum extent permitted by law, shall indemnify Metro, Metro ERC, and their officers, employees, and agents against and defend and hold them harmless from any and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, and actions, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim that has been made or is capable of being made as a tort claim as that term is defined by ORS 30.260(8), or a Workers' Compensation claim pursuant to ORS Chapter 656 or similar federal legislation, including any claims brought in any federal court or other federal forum, based on any act or occurrence that takes place prior to July 1, 1990, in connection with or as a result of operation of the ERC Facilities.
2. Metro, to the maximum extent permitted by law, shall indemnify City, ERC, and their officers, employees, and agents against and defend and hold them harmless from any and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, and actions, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim that has been made or is capable of being made as a tort claim as that term is defined by ORS 30.260(8), or a Workers' Compensation claim pursuant to ORS Chapter 656 or similar federal legislation, including any claims brought in any federal court or other federal forum, based on any act or occurrence that takes place on or after July 1, 1990, in connection with or as a result of operation of the ERC or Metro ERC Facilities.
3. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of Metro, Metro ERC, City, ERC, and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than Metro, Metro ERC, City, ERC, and their respective officers, employees, and agents.

B. Contract and Quasi-Contract Claims. Metro and Metro ERC, to the maximum extent permitted by law, shall indemnify City and ERC against and defend and hold them harmless from any

and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, and actions, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim for damages due under any contract, permit, rental agreement, or license or any claim based on any contract or quasi-contractual relationship not defined as a tort claim under ORS 30.260(8), any statutory rights claim, and any claim of rights under a collective bargaining agreement, no matter when the claim may have arisen. However, this agreement to indemnify and hold harmless is limited to payment of funds generated by the ERC Facilities or transferred to Metro by City and dedicated to the ERC Facilities. Metro shall have no obligation to expend funds on claims related to City Facilities from sources dedicated to Metro Facilities or other Metro functions.

SECTION 11

INSURANCE

During the term of this Agreement, Metro shall obtain and maintain insurance providing coverage for risks associated with operation of the ERC Facilities as provided for herein.

- A. Tort and Workers' Compensation Coverages. Metro shall maintain insurance policies or a self-insurance program consistent with Oregon Law to provide full coverage for any and all tort claims as that term is defined in ORS 30.260(8) and any Workers' Compensation claim pursuant to ORS Chapter 656 that may be brought by any person including any claims brought on any federal court or other federal forum based on any act or occurrence that takes place on or after July 1, 1990.

If commercial insurance policies are obtained such policies shall name City, ERC, and their officers, employees, and agents as additional named insureds.

In addition, in order to fully fund the existing coverage maintained by City through its Risk Management program for all tort claims and Workers' Compensation claims arising prior to July 1, 1990, City may charge ERC an additional sum of \$123,000. Such sum shall be deducted from the balance of the ERC funds to be transferred to Metro pursuant to Section 7.

- B. Property Insurance. Effective July 1, 1990, Metro shall purchase and maintain in a company or companies licensed to do business in the State of Oregon, policies in an all risk policy form providing for full replacement value coverage for the ERC Facilities. Such policies shall include boiler

and machinery coverage. City and ERC shall be named as additional named insureds for all policies providing coverage for ERC Facilities to the full extent of City's insurable interest.

SECTION 12

PCPA ADVISORY COMMITTEE

The City Commissioner in Charge shall appoint a PCPA Advisory Committee consisting of that number of persons the Commissioner deems appropriate to serve as the official advisory committee to Metro ERC for all PCPA matters. Metro ERC and Metro shall inform the Advisory Committee of and provide the opportunity for Advisory Committee review of and comment on all Metro ERC actions affecting the PCPA. Actions affecting the PCPA shall be deemed to include, without limitation, all Metro ERC budget matters affecting the PCPA, all decisions regarding rates and charges for use of PCPA facilities, all decisions regarding hiring of key PCPA personnel, and all decisions regarding use of monies from the Performing Arts Center Construction Fund and its successor fund under Metro. Metro ERC shall provide reasonable staff assistance from staff assigned to PCPA to assist the Advisory Committee.

SECTION 13

ERC FACILITIES-RELATED BOND AND OTHER CAPITAL PAYMENTS

City presently is obligated to make certain bonded debt and other similar payments related to renovation of Civic Stadium and construction of PCPA. These payments are as follows:

1. Debt service on \$30,130,000 Performing Arts and Civic Stadium Refunding Series 1986 C General Obligation Bonds dated December 1, 1986; and
2. Certain credits allowed by City to Portland General Electric Company under the "Agreement Regarding Portland Hydroelectric Project (Bull Run River) Power Sales Agreement" dated December 26, 1985, related to the use of Hydroelectric Project surplus capital construction funds for payment of PCPA capital construction costs.

City shall continue to make the required bond payments and to allow the required credits until the underlying obligations are satisfied.

SECTION 14

RECORDS

- A. City and ERC Records. If requested by Metro ERC or Metro, and to the extent permitted by law, City or ERC shall provide either the originals or copies of any records in its possession regarding the ERC Facilities. The requesting party shall reimburse the provider for the reasonable costs of providing the records or copies thereof, if billed by the provider. All original records provided under this Subsection shall remain the property of the provider, even though in the possession of Metro ERC or Metro. Metro ERC and Metro shall not destroy or otherwise dispose of the original records without the prior written consent of the provider.
- B. Metro and Metro ERC Records. If requested by ERC or City, and to the extent permitted by law, Metro or Metro ERC shall provide copies of any records in its possession regarding Metro ERC Facilities. The requesting party shall reimburse the provider for the reasonable costs of providing copies of the records, if billed by the provider. City and ERC shall not destroy or otherwise dispose of original records without the prior written consent of Metro.

SECTION 15

DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement among any of the parties, any party may initiate the following dispute resolution process:

1. The initiating party shall give written notice of initiation to each other party then in existence, to the Metro Executive Officer, to the Commissioner in Charge, and to a person mutually agreed to by the Metro Executive Officer and the Commissioner in Charge. The three together shall constitute the Dispute Resolution Committee. The notice shall identify the dispute as to which the dispute resolution process is being initiated.
2. Not later than fifteen (15) days after receipt of the notice of initiation, each party to this Agreement may submit a written statement to the Dispute Resolution Committee stating the party's position on the dispute.
3. Not later than thirty (30) days after notice of initiation, the Dispute Resolution Committee shall

decide on a resolution of the dispute and shall notify the parties to this Agreement of the resolution. Decisions of the Dispute Resolution Committee shall be by majority vote.

4. Decisions of the Dispute Resolution Committee shall be final and binding on the parties except for those disputes which are specified as grounds for termination of this Agreement pursuant to Section 18(C) of this Agreement.

SECTION 16

REMEDIES

In the event a party fails to comply with any provision of this Agreement, then any other party shall be entitled to any remedy available at law or in equity, including without limitation the right to specific performance. The termination of this Agreement shall not prevent a party from receiving any additional remedy not inconsistent with the events specified to occur on termination.

SECTION 17

FURTHER CONSOLIDATION

- A. Term of Agreement. The term of this Agreement shall continue unless termination occurs as provided for in Section 18 of this Agreement, or until the parties hereto then in existence enter into an agreement for further consolidation of the ERC Facilities and functions under Metro ERC. The various provisions of this Agreement shall continue in effect only during the term of this Agreement, except that the provisions governing termination and remedies shall survive termination.
- B. Consolidation. It is the intention of City and Metro to pursue further consolidation of the region's convention, trade, and spectator Facilities following execution of this Agreement. The parties intend that this further consolidation will take two forms.

First, the parties to this Agreement intend to provide for a more complete consolidation of the ERC Facilities under Metro ERC. This further consolidation of the ERC Facilities under Metro ERC will require further agreement by the parties. The parties agree to make a good faith effort to resolve all outstanding issues with the express intent to provide for further consolidation as soon after January 4, 1992, as possible.

Second, the parties to this Agreement agree that further consolidation may involve the consolidation under Metro ERC of Facilities operated by other local governments within the region including, but not limited to, the Multnomah County Exposition Center. This further consolidation also may include the construction of additional convention, trade, spectator, and performing arts facilities by Metro through Metro ERC or through other means and their consolidation under Metro ERC's operation, or the construction of new facilities by other local governments in the region and their consolidation under Metro ERC's operation. Metro and Metro ERC shall have the lead role in such further consolidation efforts. City agrees to review and consider in good faith the approval of any Metro ERC budget item, Metro Code amendment, or amendment to this Agreement that is requested by Metro to assist Metro and Metro ERC in achieving such further consolidation, which approval shall not be unreasonably withheld.

SECTION 18

TERMINATION

- A. Termination by Mutual Agreement. The parties hereto who remain in existence may terminate this Agreement at any time by mutual written agreement. The procedure on termination by mutual agreement shall be determined by the termination agreement.
- B. Unilateral Termination. In the absence of a signed written agreement among the parties hereto then in existence for further consolidation of the ERC Facilities and functions under Metro ERC, then City or Metro on or after July 1, 1991, may by duly adopted resolution of its governing body initiate termination of this Agreement and thereafter give notice of termination. The termination shall be effective on the first July 1 that is at least six (6) months after the date of the notice. On the effective date of the termination, the events described in Subsection (a) through (j) of Subsection D of this Section shall occur.
- C. Termination for Cause.
 - 1. This Agreement shall terminate if Metro shall amend Chapter 6.01 of the Metro Code without City's prior approval; or if Metro shall adopt a Metro ERC annual or supplemental or amended budget or increase a central service charge to Metro ERC chargeable to ERC Facilities during a fiscal year above the amount budgeted without City's prior approval; or if Metro shall violate the provisions of Sections 4(B), 7(F) or

(G), or 8 of this Agreement without City's prior approval, all subject to the following procedures:

- a. City in its discretion shall elect to give Metro written notice, in a form approved by the City Council, specifying the action Metro has taken that triggers proceedings under this Subsection. The notice may specify a date on which termination shall occur, provided that the date specified must be no sooner than thirty (30) days from the date of receipt of the notice by Metro.
 - b. Following receipt of the notice from City, Metro shall have thirty (30) days within which to rescind the action that City specified. In the absence of rescission, this Agreement shall terminate either thirty (30) days after receipt of the notice by Metro or on the later date specified in the notice, whichever is later.
2. This Agreement shall terminate if City shall unreasonably withhold its approval of any action requested by Metro under Section 17(B) of this Agreement to assist Metro and Metro ERC in achieving consolidation of facilities operated by other governments within the region under Metro ERC's management and control, subject to the following procedures:
- a. Metro in its discretion shall elect to give City written notice, in a form approved by the Metro Executive Officer and the Metro Council, specifying the action requested as to which City unreasonably has withheld its approval, triggering proceedings under this Subsection.
 - b. Following receipt of the notice from Metro, City shall have thirty (30) days within which to approve the action as to which Metro has requested approval. In the absence of approval, this Agreement shall terminate either ninety (90) days after receipt of the notice by City or on the July 1 next following, whichever is later.
- D. In the event of termination, subject to compliance with any statutory requirements, the following shall occur:
1. All revenues from and expenditures for ERC Facilities shall be treated as ERC revenues and expenditures;
 2. All Metro ERC accounts receivable and other receivables related to ERC Facilities existing as of that date or

thereafter accruing shall be assigned to ERC, and ERC shall be responsible for payment of all Metro ERC accounts payable and other obligations existing as of that date or thereafter related to the ERC Facilities, except for liabilities covered by insurance or self-insurance based on actions or failures to act prior to termination;

3. All monies in Metro ERC funds related to ERC Facilities shall become the property of ERC and shall be transferred to ERC;
4. All event and concession bank accounts related to the ERC Facilities shall be transferred to ERC following which ERC shall make all payments for which the accounts are obligated;
5. All records related to ERC Facilities shall become the property of ERC and shall be transferred to ERC;
6. All property authorizations under Section 3 of this Agreement shall be rescinded and all Metro ERC obligations thereunder shall terminate;
7. All personnel whose positions are included in the budgets for ERC Facilities shall become employees of ERC;
8. All personnel holding central management staff positions transferred by ERC to Metro ERC hereunder shall become employees of ERC;
9. All contracts, permits, rental agreements, and licenses or portions thereof related to the ERC Facilities shall be assigned to ERC;
10. All other charges, allocations, and transfers as are necessary or desirable to the proper operation of ERC Facilities and other Facilities operated by Metro ERC shall be carried out in good faith by the parties hereto; and
11. Any dispute between the parties regarding carrying out the requirements of Subsections (D)(1) through (D)(10) of this Section shall be resolved pursuant to Section 15 of this Agreement.

SECTION 19

AUTHORITY TO MAKE DECISIONS

- A. This Agreement provides for various approvals, waivers, executions of further documents implementing this Agreement, or other decisions or actions to be made or taken on behalf of City and Metro hereunder. Except as provided in Section 6(B) of this Agreement and in Subsection (B) of this Section, such approvals, waivers, executions, or other decisions or actions shall be deemed made or taken if in writing and executed by the Commissioner in Charge, if on behalf of City, and by the Metro Executive Officer, if on behalf of Metro. Any amendments to this Agreement and any further consolidation agreement must be approved by the City Council, the Metro Council, and ERC if then in existence.
- B. The process for City approval of Metro amendments to Metro Code Chapter 6.01 shall be as follows:
1. Metro shall provide to the Commissioner in Charge and to the City Auditor the proposed Code amendment.
 2. Within thirty (30) days from receipt of the proposed Code amendment the City Council shall review and approve or disapprove it by resolution. In the event of disapproval, the City Council shall state the reasons for disapproval and proposed revisions, if any. A failure by the City Council to act within the thirty (30) days period shall be deemed an approval.
 3. In the event Metro revises a proposed amendment, following City approval, then the proposed revision shall be provided to the Commissioner in Charge and to the City Auditor for City review according to the same procedure as governed City review of the initial proposal.
 4. In the event Metro revises a proposed amendment, following City disapproval, but proposes revisions different than those proposed by City, then the proposed revisions shall be provided to the Commissioner in Charge and to the City Auditor for City review according to the same procedure as governed City review of the initial proposal.

SECTION 20

ASSIGNMENT AND TRANSFER

This Agreement shall not be assignable or transferable by either party or by operation of law except with the written

consent of the other party. A consenting party may impose any conditions on the consent that are reasonable under the circumstances. The assignee or transferee shall be bound by all the provisions of this Agreement. The assignor or transferor shall not be relieved of any obligations under this Agreement unless the written consent of the other party expressly so provides.

SECTION 21

ATTORNEYS' FEES

In the event of a suit or action to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of the suit or action, in addition to all others sums provided by law.

SECTION 22

NOTICE

Any notice provided for hereunder shall be deemed sufficient if deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed either to the following address or to such other address or addresses as the recipient shall have notified the sender of by notice as provided herein:

Metro: Executive Officer
 Metropolitan Service District
 2000 S. W. First Avenue
 Portland, OR 97201-5398

With a copy to:
Clerk of the Council
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

City: City Auditor
 City of Portland
 1220 S. W. Fifth Avenue
 Portland, OR 97204

With a copy to:
Commissioner in Charge of ERC
City of Portland
1220 S.W. Fifth Avenue
Portland, Oregon 97204

Notice hereunder shall be deemed received three (3) days after mailing as provided in this Section or on actual delivery to the addressee, whichever occurs first.

SECTION 23

EXECUTION OF FURTHER DOCUMENTS

In order to complete implementation of the provisions of this Agreement, it may be necessary for Metro, Metro ERC, City, and ERC to execute further documents enabling implementation. Each of them shall execute such further documents and take such other steps as are reasonably necessary or appropriate to implementing the provisions hereof.

SECTION 24

WAIVERS

The waiver of any provision of this Agreement, whether a waiver as to a particular application of the provision or as to all applications of the provision, shall be binding on the party making the waiver only if in writing and executed by the party. Unless otherwise expressly provided in the written waiver, the waiver by a party of performance of a provision as to a particular application shall not be a waiver of nor prejudice the party's right to require performance of the provision as to other applications or of any other provision.

SECTION 25

ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties. This Agreement may not be modified except by a written amendment dated and approved and signed by all the parties hereto then in existence. No party shall be bound by any oral or written

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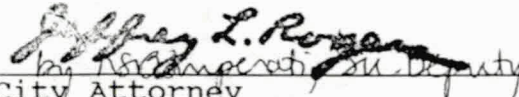
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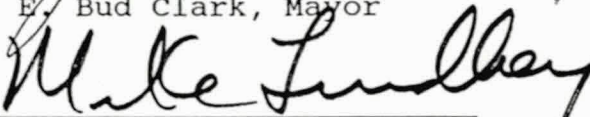
statement or course of conduct of any officer, employee, or agent of the party purporting to modify this Agreement.

APPROVED AS TO FORM


by *Jeffrey L. Roman* Deputy
City Attorney
CITY ATTORNEY

CITY OF PORTLAND

By: 
J. E. Bud Clark, Mayor

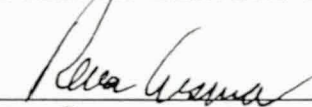
By: 
Mike Lindberg, Commissioner
of Public Affairs

By: 
Barbara Clark, Auditor

APPROVED AS TO FORM:


Metro General Counsel

METROPOLITAN SERVICE DISTRICT

By: 
Rena Cusma,
Executive Officer

APPROVED AS TO FORM:
APPROVED AS TO FORM


by *Jeffrey L. Roman* Deputy
City Attorney
CITY ATTORNEY

EXPOSITION-RECREATION
COMMISSION

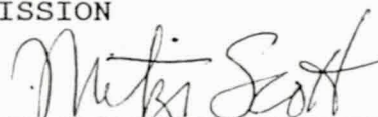
By: 
Mitzi Scott, Chairperson

EXHIBIT A
BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING THE)	ORDINANCE NO. 89-325A
METRO CODE REGARDING THE)	
METROPOLITAN EXPOSITION-RECREATION)	Introduced by Rena Cusma,
COMMISSION)	Executive Officer

1. Metro Code Section 6.01.030 is amended to read as follows:

"6.01.030 Commission Created: There is hereby created a Metropolitan Exposition-Recreation Commission consisting of seven (7) members. All members shall be residents of the District. One of the members shall be appointed by the Executive Officer to be the initial chairperson of the Commission. The Commission members shall be appointed as follows:

"(a) Members of the Commission shall be appointed by the Executive Officer [~~after-consulting-with-the-governing-bodies-of the-city-of-Portland,-Clackamas-County,-Multnomah-County,-Washington-County-and-any-other-city-within-the-District---~~All appointments-shall-be] and confirmed by a majority of the members of the Council[~~---All-members-shall-reside-within-the-District-~~] in accordance with the following procedures:

"(1) Nomination Process. The Executive Officer will accept nominations to the Metropolitan Exposition-Recreation Commission as follows:

"(A) The County Commissions of Clackamas, Multnomah and Washington counties each shall nominate one (1) candidate. The candidates

must be residents of the District and the nominating county.

"(B) The City Council of the City of Portland shall nominate one (1) candidate for each of two (2) positions. The candidates must be residents of the District and the City of Portland.

"(C) Two (2) nominees shall be at the sole discretion of the Executive Officer. The candidates must be residents of the District.

"(2) Appointment Process. The Executive Officer shall, upon concurring in the nominations received from the County Commissions of Clackamas, Multnomah and Washington counties or the City Council of the City of Portland, transmit the names of the persons so nominated to the Council of the Metropolitan Service District as appointments for confirmation. In addition, the Executive Officer shall transmit two (2) additional names as appointments for confirmation.

"For those positions on the Commission which are subject to nomination by a local governmental body, the Executive Officer will receive the nominations from the relevant governing body and review the nomination prior to submitting the nomination to the Metro Council for confirmation. If the Executive Officer fails to concur with any candidate so nominated by a local government,

the Executive Officer shall so notify the Jurisdiction which shall then nominate another candidate. This process shall continue until such time as the Executive Officer agrees to transmit the name of the individual nominated by the local government. If an appointment submitted to the Council for confirmation as a result of this process is rejected by the Council, the Executive Officer shall so notify the local government which shall nominate another candidate and the process shall continue until such time as a candidate nominated by a local government has been forwarded by the Executive Officer to the Council for confirmation and has been confirmed.

"If the Council fails to confirm an appointment made at the sole discretion of the Executive Officer, the Executive Officer may submit the name of another person for confirmation by the Council.

"(b) Of the initial appointments, one (1) shall be for a one (1) year term; two (2) shall be for a two (2) year term: two (2) shall be for a three (3) year term; and two (2) including the chairperson shall be for a four (4) year term. Thereafter appointments shall be for a four (4) year term.

"(c) Provided further that the initial terms of members shall expire on the fifteenth (15th) day of January closest to the appropriate anniversary of the appointment.

"(d) Of the initial appointments, the Executive Officer shall designate one (1) member as the initial chairperson to hold that position for a four (4) year term. If a vacancy occurs before the end of the term, the Executive Officer shall appoint a new chairperson to complete the unexpired term in the same manner as in the case of the member whose term was not completed.

"(e) A vacancy shall occur from the death, resignation, failure to continue residency within the District and in the case of members nominated by a local government residency within the boundaries of the nominating government, or inability to serve of any member or from the removal of a member by the Executive for just cause, subject to approval of the removal by a majority of the members of the Council.

"(f) Vacancies shall be filled pursuant to the procedure governing the initial appointment of members. Vacancies in a position originally filled by a member nominated by a local government pursuant to this section or pursuant to Metro Executive Order No. 36 shall be filled by the nomination appointment and confirmation process provided for in this section so that five (5) members of the Commission shall be the nominees of the four local government bodies as specified herein.

"(g) No person who is elected to a public office, or appointed to fill a vacancy in a public office, shall be eligible to serve.

"(h) The Commission may adopt its own rules of organization and procedure and except as provided for the appointment of the

initial chairperson in subsection (c) above, may elect its own officers for such terms and with such duties and powers necessary for the performance of the functions of such offices as the Commission determines appropriate."

2. Metro Code Section 2.04.035 is amended to read as follows:

"2.04.035 Metropolitan Exposition-Recreation Commission: The Metropolitan Exposition-Recreation Commission shall have authority to enter into contracts pursuant to Metro Code Section 6.01.04(j); provided, however, that prior to the adoption of the contracting rules by the Commission such purchases shall be made pursuant to the procedures and policies set forth in this chapter; and provided further that the Metropolitan Service District Contract Review Board created pursuant to Section 2.04.020 of this code shall be the local Contract Review Board for the Commission for the purpose of granting exemptions from competitive bidding or other requirements of public contract law. Notwithstanding any provision of this chapter to the contrary the Metropolitan Exposition-Recreation Commission may without the prior approval of the Executive Officer enter into contracts in any amount in accordance with its own contracting rules adopted pursuant to the authority contained in Section 6.01.040(j). No contract or contract amendment may be approved or executed for any amount in excess of the amount authorized in the budget. The Metropolitan Exposition-Recreation Commission shall file copies

of all contracts and amendments thereto with the Department of Finance & Administration."

3. Metro Code Section 2.02.010 is amended to read as follows:

"2.02.010 Administration of the Rules: Except as provided in subsection (d) below the Executive Officer shall be responsible for:

(a) administering or delegating the administration of all the provisions of this chapter; and (b) reviewing and recommending to the Council necessary changes to this chapter;

(c) publishing a Personnel Procedures Manual to implement the provisions of this chapter;

(d) Until such time as the Metropolitan Exposition-Recreation Commission adopts personnel rules pursuant to the authority granted by Section 6.01.040(h) the Commission shall be responsible for the administration of these Personnel Rules for employees of the Commission. After the adoption of such rules by the Commission, the Commission shall administer its personnel system in accordance with its duly adopted personnel rules notwithstanding any provision of this chapter to the contrary. For this purpose the authority and duties of the Executive Officer referred to in this chapter shall reside with the Commission."

4. The Metro Council authorizes the Executive Officer to execute the Agreement regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities owned

and operated by the City of Portland and the Metropolitan Service District attached hereto as modified from the Agreement approved by the Metro Council on November 21, 1989.

DBC/gl
89-325A.ord

- * Authorize execution of an Agreement Regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities Owned and Operated by the City of Portland and the Metropolitan Service District. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. In January 1985, the City of Portland (City), Metropolitan Service District (Metro), and Clackamas, Multnomah, and Washington Counties established the Committee on Regional Convention, Trade, and Spectator Facilities (CTS Committee) consisting of public and private representatives.
2. In May 1986, the CTS Committee adopted recommendations regarding regional convention, trade, and spectator facilities.
3. The CTS recommendations called for Metro to establish a regional commission under ORS Chapter 268 for the planning, development, promotion, operation, and management of the region's convention, trade, and spectator facilities and for the City and Multnomah County to transfer responsibility for operating their regional convention, trade, and spectator facilities to the regional commission.
4. In May 1986, the City, by Resolution No. 34110, found that Metro should be responsible for the planning, development, promotion, operation, and management of the region's public convention, trade show, and spectator facilities and resolved that the City work with Metro to develop a plan for the transfer of the City Exposition-Recreation Commission's (ERC) functions and responsibilities to a regional commission to be established by Metro, with the transfer to be completed by the date of opening of the Oregon Convention Center.
5. In November 1986, the voters of the Metropolitan Service District approved the sale of \$65,000,000 in General Obligation Bonds to assist in financing construction of the Oregon Convention Center; the 1987 and 1989 sessions of the Oregon Legislature authorized \$15,000,000 from State Economic Development Funds to assist in financing construction; and the City through a Local Improvement District has secured an additional \$5,000,000 to assist in financing construction.
6. The Metro Council on October 22, 1987, adopted Metro Ordinance No. 87-225 which created the Metropolitan Exposition-Recreation Commission (Metro ERC) with powers and duties substantially similar to the ERC for the purpose of maintaining and operating metropolitan convention, trade, and spectator facilities.

7. The Oregon Convention Center is scheduled to open in the Fall of 1990.
8. The City and Metro have been involved in extensive negotiations regarding consolidation of City and Metro convention, trade, spectator, and performing arts facilities.
9. The negotiating process produced a Memorandum of Understanding approved by the Metro Council and the City Council which stated proposed principles to govern an initial phase of consolidation; which expressed the intention of the City and Metro to approve a formal consolidation agreement consistent with those principles; and which anticipated that the formal consolidation agreement would be prepared and approved as soon as possible.
10. The negotiating process now has produced a formal consolidation agreement implementing the Memorandum of Understanding.

NOW, THEREFORE, the Council directs:

- a. The Mayor, Commissioner of Public Affairs, and Auditor are authorized to execute an Agreement Regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities Owned and Operated by City of Portland and the Metropolitan Service District substantially similar in form to that attached hereto as Exhibit "A," provided that they shall not execute the Agreement until the Metropolitan Exposition-Recreation Commission has adopted a resolution making the following commitment:

"From January 4 through June 30, 1990, the unrepresented employees shall continue to participate in the City's benefits program. Thereafter, the Metropolitan Exposition-Recreation Commission shall provide to the unrepresented employees a total compensation package (combined wages and benefits) of not less value than the combined value to the employees of (1) the wages payable by the Metro ERC to the transferred employees as of the date of transfer plus any cost of living increases provided by the Metro ERC as of July 1, 1990 and (2) the benefits provided by the City to its employees as of July 1, 1990, all subject to the Metro ERC's authority to modify the compensation package as appropriate for periods beginning July 1, 1991 and thereafter."

ORDINANCE No.

-3-

Section 2. The Council declares that an emergency exists in that it is desirable that the first consolidation steps occur January 4, 1990; therefore, this ordinance shall be in full force and effect on its passage by the Council

Passed by the Council, DEC 14 1989

Commissioner Mike Lindberg
Kathleen Johnson-Kuhn:bj
December 8, 1989

BARBARA CLARK
Auditor of the City of Portland
By *Mary Flanagan* Deputy

CONVENTION, ZOO & VISITORS
FACILITIES COMMITTEE REPORT

ORDINANCE NO. 89-325A, AMENDING THE METRO CODE REGARDING THE
METROPOLITAN EXPOSITION-RECREATION COMMISSION

Date: December 6, 1989

Presented By: Councilor Knowles

COMMITTEE RECOMMENDATION: At the December 5, 1989 Convention, Zoo & Visitors Facilities Committee meeting, all members were present and voted unanimously to recommend the Council adopt Ordinance No. 89-325A.

COMMITTEE DISCUSSION/ISSUES: Metro General Counsel Dan Cooper presented an amended version of Ordinance No. 89-325 which was the companion piece to the Phase I Consolidation Agreement approved and adopted by the Council through Resolution No. 89-1170, November 21, 1989. The ordinance was amended to add a final paragraph on page six which provides for Council approval of amendments to the Consolidation Agreement adopted November 21. Mr. Cooper recalled he informed the Council November 21 of potential additional revisions to the Consolidation Agreement pending his final meeting with the City's negotiator, Chris Thomas. The Committee reviewed the agreement amendments with Mr. Cooper and Mr. Thomas, who both confirmed the following points:

- o The consolidation agreement contracting provisions do not violate State law and are consistent with Metro's Commission authority;
- o The agreement's budget review and approval provisions do not violate State law;
- o The new terminology defining Metro ERC facilities to include other spectator facilities (Section I, Definitions, page 3) neither contemplates nor provides for headquarters hotel activities without Metro Council approval.

The Committee confirmed with the General Counsel and Metro Finance and Administration staff the appropriateness of other revisions -- monthly finance reports for the ERC facilities and the removal of the term "overhead." Mr. Thomas also presented two additional revisions (see Attachment A hereto) regarding (1) Metro ERC's responsibility to "maintain the ERC Facilities in as good condition as on the transfer of their beneficial use..."; and (2) Metro ERC continuing to prepare ERC Facilities' 5-year capital improvement plans as done by ERC. The Committee incorporated neither amendment into the agreement, believing the first to be legally unacceptable without a complete building survey and the second to be current Metro practice and unnecessary to restate. The Committee requested General Counsel send a written response to the City explaining why the amendments were not included.

The Committee also reviewed the ordinance's purpose which is to lay out and formalize the Metro ERC member nomination process currently being followed by Metro (under Executive Order No. 36). Mr. Cooper noted the consolidation Memorandum of Understanding approved by the Council had identified this ordinance as a part of the Phase I Consolidation process.

jpmthree
b:\ord325A.cr

Additional Revisions to Consolidation Agreement

RECEIVED

DEC 5 1989

TIME 11:5 am
METRO SERVICE DISTRICT
OFFICE GENERAL COUNSEL

1. At the end of Section 3(A), add:

"Metro ERC, subject to the availability of ERC Facilities-related funds, shall maintain the ERC Facilities in as good condition as on the transfer of their beneficial use to Metro hereunder, normal wear and tear excepted."

2. After the second sentence of Section 6(A), add:

"Metro ERC shall continue to prepare each fiscal year a 5-year capital improvement plan for the ERC Facilities, as previously prepared by ERC, for City and Metro review and approval as part of the annual budget process."



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Date: November 21, 1989

To: Convention, Zoo & Visitors Facilities Committee

From: Councilor David Knowles *DK*

Regarding: METRO WASHINGTON PARK ZOO 1990 TAX MEASURE -- SUMMARY OF INFORMATION TO DATE

As I announced Tuesday night, our meeting of November 28, 1989 is cancelled. However, there are matters involving the Zoo levy proposal which I want to bring the Committee's attention. The Committee will meet on December 5 to consider a levy proposal.

This memo provides an overview of our 1990 Zoo levy work to date and an information summary to assist the Committee in taking action in December. To refresh your memories, the legal deadlines Metro faces for a Spring 1990 ballot measure are as follows:

FOR MARCH 27, 1990 (4th Tues.):

1. Committee approval by 2nd December meeting -- DEC. 19, 1989
2. Metro Council approval by 1st January meeting -- JAN. 11, 1990
3. File with Multnomah County Elections 61 days prior -- JAN. 25, 1990
4. File with TSCC 55 days prior -- JAN. 31, 1989

FOR MAY 15, 1990 (3rd Tues.):

1. Committee approval by 1st February meeting -- FEB. 6 or 13, 1990
2. Metro Council approval by 2nd February meeting -- FEB. 22, 1990
3. File with Secretary of State for Voters' Pamphlet 70 days prior -- MAR. 6, 1990
4. File with Multnomah County Elections 61 days prior -- MAR. 15, 1990
5. File with TSCC 55 days prior -- MAR. 21, 1990

Of course, we should bear in mind these time-frames represent the latest possible dates for each action. The sooner the tax measure is moved, the more time will be available for Zoo supporters to promote the levy and for Metro to conduct a solid educational campaign.

INFORMATION TO DATE

The Committee has received a variety of information to assist our decision-making process, including the following:

1. Zoo 1990 Serial Election Levy, Memo of July 5, 1989
Council staff memo summarizing schedule options for preparing and submitting a 1990 serial levy; reviewing the Council's adoption

process; and outlining issues for Committee consideration to determine the levy amount, scope and ballot date.

2. Zoo Five-Year Financial Plan and Serial Levy Proposal

Issued September 1, 1989, the Administration's Five-Year Financial Plan for the Zoo prescribes a three-year serial levy of \$6.35 million per year (\$19.05 million total) with 80 percent (\$5.08 million) for operating costs and 20 percent (\$1.27 million) for capital requirements. The major capital project, "Animals Around Us", would renovate the children's zoo consistent with the 1987 Zoo Master Plan. Committee discussion has covered a number of points:

- (a) the change in the levy split between operations and capital from the current 68/32 to the proposed 80/20;
- (b) causes for the increasing operations costs;
- (c) non-tax revenue projections (enterprise funds, donations);
- (d) the "Animals Around Us" project vs. other capital plans.

3. Comparative Data on Past Levy Projections vs. Zoo Actuals
(Linda Craig's Tables)

On October 24, 1989, the Committee received and reviewed Ms. Craig's research and Council staff highlighted several trends. Points are restated below based on data corrections made per Zoo staff review:

- (a) non-tax revenues consistently exceeded the 50% Council policy for Zoo operations funding;
- (b) actual "personal services" and "materials and services" operating expenditures have been very close (generally within 5%) to Zoo financial plan projections;
- (c) except for FY85-86, actual capital outlay operating expenditures have been 2% to 38% below projections;
- (d) the Zoo's actual unappropriated fund balance greatly exceeded projections, by 45% up to 145%.

Council staff can provide copies of any of these materials should you require them.

AD-HOC ADVISORY COMMITTEE

To provide some additional non-Metro perspectives on the levy, the Presiding Officer and I convened an Ad Hoc Advisory Committee to meet informally about the political climate and voter receptivity to different levy options. Following an initial meeting September 25, the Friends of the Zoo (FOZ) funded a telephone survey during October to measure the potential success of various levy options. The Ad Hoc Committee met a second time this past week to review the poll results and share ideas as follows for Committee/Council consideration:

- 1. Levy Poll Results: Bob Moore of Moore Information Systems conducted a phone survey of 500 people (4.4% margin of error) regarding their support of 4 levy options and a variety of

promotional themes and objectives. (A copy of the poll and Mr. Moore's written report of the results will be sent to you under separate cover.) In summary, the results show:

"Won't Support"

- o 5-year levy, \$48 million
- o 5-year levy, \$57 million

"Will Support"

- o 2-year levy, \$14 million
- o 3-year levy, \$19 million

The greatest support was for the 2-year, \$14 million levy which led among all voter groups, including senior adults. The \$19 million levy led among the 18-34 year old's but trailed with older groups. Overall, younger adults with children and those who visit the Zoo already were the strongest supporters in all categories.

The survey tested for 3 objectives: 1) maintaining the current exhibits; 2) increasing the animals and exhibits; 3) both. The greatest support was for number 3 -- achieving both objectives.

Finally, the survey asked about levy "themes". Themes receiving the most support stressed helping the animals, supporting endangered or threatened species, and expanding natural habitats. Themes emphasizing the Zoo as a visitor centerpiece were supported less. In terms of public priorities for Zoo improvements or additions, the top two projects cited were 1) improving the cats' homes, 2) rebuilding/expanding the children's zoo. The potential lighttrail station was not perceived as particularly important.

Ad Hoc Committee members concurred with Bob Moore's analysis that Metro's measure should be in the \$14-\$19 million range and should stress children and the idea of "taking care of what we have".

2. Consider possibility of tax base measure for Zoo operations and a separate levy for the capital portion. The Ad Hoc Committee discussed the growing number of financing measures facing the region's voters and competing with the Zoo for funding. While a Zoo 3-year serial levy has succeeded to date, the margin of support has diminished. Given the poll's results showing strong support for the Zoo properly maintaining current exhibits, some members of the Committee thought a permanent tax base measure to fund Zoo operations (around \$5 million a year) might be successful. Bob Moore noted tax levy poll results generally apply even more strongly for tax base measures. To facilitate Metro's consideration of this option, FOZ President-Elect Fred Chown said he would check with the Friends about funding a small, follow-up poll to address a tax base. According to Bob Moore, results could be ready for CZVF Committee discussion December 5.
3. Submit the Zoo tax measure in May. Whether pursuing a single tax levy or a tax base for operations with a separate levy for "Animals Around Us", it was felt May would be the best election. The May

November 21, 1989
Memo, Page 4

primaries should provide for high voter turnout. There was general consensus a good campaign could not be prepared and promoted for the March election.

REMAINING WORK AND DECISIONS

In September, the CZVF Committee indicated support for the Zoo's proposed "Animals Around Us" as the next major capital project, but other decisions regarding the levy are outstanding.

For our next meeting, I have asked Council staff to prepare two draft Metro actions with appropriate ballot measures: a resolution for a 3-year serial levy (consistent with, but slightly less than, the Five-Year Financial Plan proposal) and an ordinance for a Zoo operations tax base (approximately \$4.75 million) and accompanying "Animals Around Us" capital serial levy. All materials will be distributed with the December 5 agenda as soon as possible. If you would like to meet and discuss our pending levy work further, please contact me at 222-6191.

cc: Rena Cusma, Executive Director
Sherry Sheng, Zoo Director
Kay Rich, Assistant Zoo Director

DK:JPM jpmtwo
b:\dkzlevy.mem



CITY OF
PORTLAND, OREGON
OFFICE OF CITY AUDITOR

Barbara Clark, City Auditor
Council/Contracts Division
1220 S.W. 5th, Rm. 202
Portland, Oregon 97204
(503) 248-4082


January 23, 1990

Ms. Rena Cusma
Metropolitan Service District
2000 SW First Avenue
Portland, OR 97201-5398

Dear Ms. Cusma:

Enclosed is a fully executed copy of the Agreement Regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities Owned and Operated by the City of Portland and the Metropolitan Service District, as authorized by Ordinance No. 162604.

Yours truly,


Gail Thompson
Deputy Auditor

GT:wp
Encl.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: December 18, 1989
TO: Rena Cusma, Executive Officer
FROM: Gwen Ware-Barrett, Clerk of the Council
RE: TRANSMITTAL OF ORDINANCE NOS. 89-324 AND 89-325A

Attached for your consideration are true copies of Ordinance No. 89-324, For the Purpose of Amending Metro Code Chapter 5.04 Relating to Terms of Office for Members of the One Percent for Recycling Advisory Committee; and Ordinance No. 89-325A, For the Purpose of Amending the Metro Code Regarding the Metropolitan Exposition-Recreation Commission. Ordinance Nos. 89-324 and 89-325A were adopted by the Metro Council Thursday, December 14, 1989

If you wish to veto these ordinances, I must receive a signed and dated written veto message from you no later than 5:00 p.m., Thursday, December 21, 1989. The veto message, if submitted, will become part of the permanent record. If no veto message is received by the time and date stated above, these ordinances will be considered finally adopted.

I, Wendie Thorley, received this memo and a true copy of Ordinance Nos. 89-324 and 89-325A.

Dated: 12/18/89

GPWB:pa
#1C:\MEM.ORD