



METRO

DATE: December 9, 1993
 MEETING: Metro Council
 DAY: Thursday
 TIME: 4:00 p.m.
 PLACE: Metro Council Chamber

Approx.
Time*

Presented
By

- 4:00 **CALL TO ORDER/ROLL CALL**
- 1. INTRODUCTIONS**
 - 2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS**
 - 3. EXECUTIVE OFFICER COMMUNICATIONS**
 - 4. OTHER BUSINESS**
- 4:05
 (20 min.) **4.1 EXECUTIVE SESSION Held Pursuant to ORS 192.660(1)(e) to Consult with Representatives Regarding Real Estate Transactions**
- 4:25
 (5 min.) **5. CONSENT AGENDA** (Action Requested: Motion to Adopt the Consent Agenda)
- 5.1 Minutes of December 9, 1993**
- 4:30
 (5 min.) **6. ORDINANCES, FIRST READINGS**
- 6.1 Ordinance No. 93-524, An Ordinance Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule to Continue Work on the MERC Business Plan; and Declaring an Emergency (Action Requested: Refer to the Regional Facilities Committee and the Finance Committee)**
- 7. ORDINANCES, SECOND READINGS**
- REFERRED FROM THE GOVERNMENTAL AFFAIRS COMMITTEE
- 4:35
 (20 min.) **7.1 Ordinance No. 93-517B, An Ordinance For the Purpose of Adopting a New Chapter to the Metro Code Pertaining to Elections PUBLIC HEARING (Action Requested: Motion to Adopt the Ordinance)**
- REFERRED FROM THE FINANCE COMMITTEE
- 4:55
 (20 min.) **7.2 Ordinance No. 93-516A, An Ordinance Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule For the Purpose of Appropriating Funds to Consult with Business and Civic Leaders and Develop Recommendations Regarding Greenspaces Acquisition Capital Improvement and Operations Funding Options PUBLIC HEARING (Action Requested: Motion to Adopt the Ordinance)**

Moore

Devlin

For assistance/services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1534.
 * All times listed on the agenda are approximate; items may not be considered in the exact order listed.

METRO COUNCIL AGENDA

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7. ORDINANCES, SECOND READINGS

REFERRED FROM THE GOVERNMENTAL AFFAIRS COMMITTEE

- 5:15
(20 min.)
- 7.3 Ordinance No. 93-520**, For the Purpose of Determining Which Facilities Contemplated for Transfer from Multnomah County to Metro are Public Cultural, Trade, Convention, Exhibition, Sports, Entertainment, or Spectator Facilities, or a System of Parks, Open Spaces, or Recreational Facilities
PUBLIC HEARING (Action Requested: Motion to Adopt the Ordinance) Hansen

8. RESOLUTIONS

REFERRED FROM THE GOVERNMENTAL AFFAIRS COMMITTEE

- 5:35
(20 min.)
- 8.1 Resolution No. 93-1877**, For the Purpose of Approving an Intergovernmental Agreement between Multnomah County and Metro Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County and Metro (Action Requested: Motion to Adopt the Resolution) Devlin
- 5:55
(20 min.)
- 8.2 Resolution No. 93-1878**, For the Purpose of Amending the Pay Schedule and Classifications for the LIU, Local 483 Contract (Action Requested: Motion to Adopt the Resolution) Gardner
- 6:20
(10 min.)
- 8.3 Resolution NO. 93-1880**, For the Purpose of Amending a Contract with Talbot, Korvola & Warwick for FY 93-94 Performance Audit Services (Action Requested: Motion to Adopt the Resolution) Gardner

REFERRED FROM THE FINANCE COMMITTEE

- 6:30
(10 min.)
- 8.4 Resolution No. 93-1869**, For the Purpose of Accepting Metro's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 1993, the Schedule of Federal Financial Assistance for the Fiscal Year Ended June 30, 1993 and the Various Auditor Reports Thereon, and the Letter to Management Provided by KPMG Peat Marwick (Action Requested: Motion to Adopt the Resolution) Monroe

- 6:40
(20 min.)
- 9. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS**

7:00
ADJOURN

Meeting Date: December 9, 1993
Agenda Item No. 5.1

MINUTES



METRO

DATE: December 3, 1993

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 5.1; MINUTES OF NOVEMBER 23, 1993

Due to family emergency, and with the Presiding Officer's permission, the Metro Council minutes of November 23, 1993, will be provided under separate cover to Councilors before December 22, 1993, and available to the public at the Council meeting December 23, 1993. Persons who wish to obtain a draft copy before that date may contact the Council Department at ext. 1534 or 1540.

Meeting Date: December 9, 1993
Agenda Item No. 6.1

ORDINANCE NO. 93-524

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE TO CONTINUE WORK ON THE)
MERC BUSINESS PLAN; AND DECLARING)
AN EMERGENCY)

ORDINANCE NO. 93-524

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1993-94 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS:

1. That Ordinance No. 93-487A, Exhibit B, FY 1993-94 Budget, and Exhibit C, Schedule of Appropriations, are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$40,237 from the Support Service Fund Contingency to personal services in the Program Development division of the Regional Facilities Department to fund 0.50 FTE to continue work on the MERC business plan.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1993.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

kr:ord93-94:erickson:ORD.DOC
October 29, 1993

**Exhibit A
Ordinance No. 93-524**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
SUPPORT SERVICE FUND:Regional Facilities Department							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Directors	0.80	57,448		0	0.80	57,448
	Managers	1.90	113,180	0.50	30,056	2.40	143,236
	Associate Program Supervisor	0.45	22,090		0	0.45	22,090
	Principal Administrative Services Analyst	0.50	26,810		0	0.50	26,810
	Sr. Management Analyst	1.00	47,541		0	1.00	47,541
	Assoc. Management Analyst	1.00	37,768		0	1.00	37,768
	Asst. Management Analyst	0.50	16,446		0	0.50	16,446
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	0.50	14,090		0	0.50	14,090
	Accounting Clerk 1	1.00	22,800		0	1.00	22,800
	Building Operations Worker	0.50	13,250		0	0.50	13,250
511225	WAGES-REGULAR EMPLOYEES (part time)						
	Administrative Secretary	1.50	39,166		0	1.50	39,166
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Professional Support	0.50	9,000		0	0.50	9,000
	Temporary Administrative Support	0.25	4,000		0	0.25	4,000
511400	OVERTIME		3,168		0		3,168
512000	FRINGE		160,571		10,181		170,752
Total Personal Services		10.40	587,328	0.50	40,237	10.90	627,565
Total Materials & Services			362,436		0		362,436
Total Capital Outlay			5,000		0		5,000
TOTAL EXPENDITURES		10.40	954,764	0.50	40,237	10.90	995,001

SUPPORT SERVICE FUND:General Expenses

<u>Interfund Transfers</u>							
581513	Trans. Indirect Costs to Bldg. Fund-Regional Center		507,283		0		507,283
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Gen1		30,791		0		30,791
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Workers' Comp		41,597		0		41,597
Total Interfund Transfers			579,671		0		579,671
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency						
	* General		181,294		(40,237)		141,057
	* Builders License		23,165		0		23,165
599990	Unappropriated Fund Balance-Contractors License		151,566		0		151,566
Total Contingency and Unappropriated Balance			356,025		(40,237)		315,788
TOTAL EXPENDITURES		85.12	6,827,525	0.50	0	85.62	6,827,525

**Exhibit A
Ordinance No. 93-524**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT

FOR INFORMATION ONLY

Regional Facilities (Program Development)

<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Managers	0.50	31,999	0.50	30,056	1.00	62,055
512000	FRINGE		12,159		10,181		22,340
Total Personal Services		0.50	44,158	0.50	40,237	1.00	84,395
Total Materials & Services			11,842		0		11,842
TOTAL EXPENDITURES		0.50	56,000	0.50	40,237	1.00	96,237

Exhibit B
Schedule of Appropriations
Ordinance No. 93-524

	Current Appropriation	Revision	Proposed Appropriation
SUPPORT SERVICES FUND			
Finance and Management Information			
Personal Services	2,238,932	0	2,238,932
Materials & Services	794,941	0	794,941
Capital Outlay	77,891	0	77,891
Subtotal	3,111,764	0	3,111,764
Regional Facilities			
Personal Services	587,328	40,237	627,565
Materials & Services	362,436	0	362,436
Capital Outlay	5,000	0	5,000
Subtotal	954,764	40,237	995,001
Personnel			
Personal Services	534,856	0	534,856
Materials & Services	59,646	0	59,646
Capital Outlay	6,675	0	6,675
Subtotal	601,177	0	601,177
Office of General Counsel			
Personal Services	434,876	0	434,876
Materials & Services	23,715	0	23,715
Capital Outlay	1,500	0	1,500
Subtotal	460,091	0	460,091
Public Affairs			
Personal Services	669,686	0	669,686
Materials & Services	91,247	0	91,247
Capital Outlay	3,100	0	3,100
Subtotal	764,033	0	764,033
General Expenses			
Interfund Transfers	579,671	0	579,671
Contingency	204,459	(40,237)	164,222
Subtotal	784,130	(40,237)	743,893
Unappropriated Balance	151,566	0	151,566
Total Fund Requirements	6,827,525	0	6,827,525

All Other Appropriations Remain As Previously Adopted

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 93-524 AMENDING ORDINANCE NO. 93-487A REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE TO CONTINUE WORK ON THE MERC BUSINESS PLAN; AND DECLARING AN EMERGENCY

Date: October 29, 1993

Presented by: Neil Saling

BACKGROUND AND ANALYSIS

Planning for regional convention, trade, spectator and performing arts facilities has been a function of Metro since the development of the Convention, Trade and Spectator Facilities Masterplan completed in 1986. Subsequent to this Plan, it was agreed among the local governments of the region, that Metro would be the lead agency for convention, trade and spectator facilities. That agreement led to the Consolidation Agreement with the City of Portland and the formation of MERC. The CTS Masterplan also recommended the transfer of Expo to Metro--now anticipated in January 1 of next year. Since the designation of Metro as the lead agency for these regional facilities, planning projects have been housed within Metro itself rather than within MERC. Currently, planning is done by the Regional Facilities Department. However, during the 93-94 budget deliberations, a question was raised as to whether such planning might be more properly done at MERC. This question is presently under consideration in conjunction with the MERC Business Plan development.

Current planning projects underway in the Regional Facilities Department are: completion of the Regional Funding Task Force Report, End of the Oregon Trail and the MERC Business Plan. The status of these projects is as follows:

Regional Funding Task Force--This Task Force was authorized to continue through December to complete its charge. Work is on schedule and a report will be complete in December. There will be some work needed to implement recommendations, but it is not expected to require full-time staff. Most of the recommendations will be carried out by groups outside of Metro until such time as a measure is placed on a future ballot at which time a considerable staff work will be needed.

End of the Oregon Trail--This project is not likely to require significant planning staff work in the next several months. The project will move into a building phase to complete the Preview Center. Questions of long range finance are presently being debated within Clackamas County and no resolution has yet been communicated to Metro despite an earlier request that Metro finance the project via a general obligation bond measure.

MERC Business Plan--Because MERC has no planning staff at the present time, Regional Facilities Staff have been used for the Business Plan. Originally, it was expected that the Plan would be complete in January. However, it is now likely that completion will be delayed until March or April. Staff resources have had to be diverted to work on analysis and

preparation for acquisition of the Expo Center and to do the work to collect sufficient data not previously available. Additionally, a component of the Business Plan for Expo will need to be prepared after the effective date of transfer.

This proposed action would allow planning staff resources to be retained for the remainder of the fiscal year primarily to complete the MERC Business Plan and follow-up work. The attached work plan specifies the staff work required to complete and implement the MERC Business Plan including the incorporation of Expo. It represents the most cost-effective method of accomplishing these tasks by retaining staff with considerable expertise and knowledge of these projects. It also would permit the same staff to handle any follow-up work for the End of the Oregon Trail or the Regional Funding Task Force provided such work is minimal and incidental. Completion of the MERC Business Plan and the tasks to provide immediate follow-up will require virtual full-time work. One of the implementation projects anticipated is the work on Phase II Consolidation with the city of Portland. The Business Plan is crucial to Phase II because the City will need to be assured that an adequate financial plan is in place prior to proceeding with Phase II.

The staff work will require financing for personnel costs only as materials and supplies for the MERC Business Plan will be borne by MERC. The personnel costs for the six month period are estimated at \$40,237. The additional appropriation will be funded with a transfer from the Support Services Fund Contingency, however, at year end the cost for the additional six months of salary and benefits will be direct charged to MERC as part of the final cost allocation plan.

This ordinance recognizes the importance of completing the Business Plan for MERC. The goal of the Business Plan is to achieve financial stability which is crucial to Metro's performance as the lead agency for Convention, Trade, Spectator and Performing Arts Facilities. It is also the critical step to Phase II Consolidation with the City of Portland.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 93-524.

WORKPLAN--JANUARY THROUGH JUNE

Merc Business Plan Tasks

1. Complete the Business Plan

- *Continue staff work as needed to complete plan
- *Develop MERC Management Pool/Overhead portion of plan (analyze costs, propose alternatives, solicit creative ideas to cut costs)
- *Write the report including Executive Summary and news release
- *Design and assemble for publication
- *Print and distribute
- *Design Basic Speech/Business Plan Presentation; plan speaking engagements for MERC Chair and General Manager

2. Business Plan Amendment for Expo

- *Develop and conduct at least one public meeting
- *Hold a MERC work session
- *Write Amendment Section

3. Integrate Business Plan into the Budget Process

- *Develop integration plan
- *Once Business Plan is complete, identify decisions which require budget amendment/adjustment
- *Develop staff report to Metro Council for budget amendments
- *After adoption of the Budget by Metro Council, review for Business Plan implications and prepare report to MERC

4. Business Plan Implementation Projects

- *Capital plan for PCPA and/or Stadium
 - Design campaign/stategy--develop goals
 - Determine fund raising strategies/fund raising mechanisms/ administrative mechanisms

Hire staff/contractor, develop materials

Build potential donor list

Develop strategies for approaching donors

Do follow-up

***Phase II Consolidation--City of Portland**

***Review documents and determine optimum terms and conditions**

***Work with legal staff to draft documents**

***Prepare and/or assemble supporting materials such as 5 year financial plans**

***Identify issues to be resolved and do staff work needed for resolution**

***Participate, as necessary, and track political process**

Other Tasks as Assigned

1. Follow-up or implementation tasks needed pursuant to the Regional Funding Task Force's final report.

2. Planning activities for the End of the Oregon Trail project.

Meeting Date: December 9, 1993
Agenda Item No. 7.1

ORDINANCE NO. 93-517B



METRO

DATE: December 3, 1993

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 7.1; ORDINANCE NO. 93-517B

The Governmental Affairs Committee report on Ordinance No. 93-517B will be distributed to Councilors in advance of the Council meeting December 9, 1993, and copies will be available for distribution at that meeting, also.

**METRO**

Date: December 2, 1993

To: Councilor Mike Gates
Chair, Governmental Affairs Committee

From: Daniel B. Cooper, General Counsel *[Signature]*

Regarding: ORDINANCE NO. 93-517-A (Elections)

Attached is a draft of a revised version of Ordinance No. 93-517A. The revisions incorporate the comments and suggestions of Multnomah County Elections Director Vicki Ervin who serves as Metro's Elections Officer.

The "B" version would eliminate the chapter on the Voters' Pamphlet, moving only a definition of "court" and the section on preparing explanatory statements to the chapter on Ballot Measures. Vicki suggests this because for the next four years the county voters' pamphlet rules established by the Secretary of State will control how Metro measures are published. These rules (particularly time deadlines, format, and fees) are subject to change. Each county will be responsible for its own pamphlet but Metro measures and arguments will be included regardless. No Metro ordinance is needed to reach this result, unlike the former requirement for the State Voters' Pamphlet, and any ordinance we do adopt might soon be outdated by rule changes. This could cause confusion and problems. She recommends that we not adopt any provisions in order to avoid confusion. This means proponents and opponents of measures would deal directly with the county elections officers.

A second major suggestion was that the reference to Council publication of election notices be eliminated. The county elections officers are required by law to publish notice of all elections including Metro elections. A second set of notices is duplicative and expensive.

The ordinance also contains several housekeeping corrections that I will explain at the Committee hearing on December 2, 1993.

gl
1771

Enclosure

BEFORE THE METRO COUNCIL

DRAFT

AN ORDINANCE FOR THE PURPOSE)
OF ADOPTING A NEW CHAPTER/TITLE)
TO THE METRO CODE PERTAINING TO)
ELECTIONS)
ORDINANCE NO. 93-517-B
Introduced by Governmental
Affairs Committee

THE METRO COUNCIL HEREBY ORDAINS:

Section 1. The following title is added to the Metro Code:

TITLE IX

ELECTIONS

CHAPTERS:

- 9.01 ~~Voters' Pamphlet~~ Vacancies in Office
- 9.02 ~~Vacancies in Office~~ Ballot Measures, Initiative and Referendum
- 9.03 ~~Ballot Measures, Initiative and Referendum~~
- 9.04 ~~Initiative and Referendum~~

CHAPTER 9.01

VOTERS' PAMPHLET

SECTIONS:

- ~~9.01.010 State Voters' Pamphlet~~
- ~~9.01.020 Definitions~~
- ~~9.01.030 District Measures Included in the Voters' Pamphlet~~
- ~~9.01.040 Preparation and Judicial Review of Ballot Titles~~
- ~~9.01.050 Preparation and Judicial Review of Explanatory Statements~~
- ~~9.01.060 Arguments Support and Opposing Measures~~
- ~~9.01.070 Filing of Material with the Secretary of State~~
- ~~9.01.080 Inclusion of Material in County Voters' Pamphlet~~

~~9.01.010 State Voters' Pamphlet: Metro believes it to be in the interest of the Electors of the District that ballot titles, explanatory statements and arguments relating to District measures be included in the Voters' Pamphlet, as authorized by ORS 251.285 Oregon Law and provided for in this Chapter.~~

~~9.01.020 Definitions: As used in this Chapter:~~

- ~~(a) "Committee Director" has the meaning given that term in ORS 260.005.~~
- ~~(b) "Court" means the Circuit Court of the State of Oregon for the County of Multnomah.~~
- ~~(c) "Filing Officer" means the director of the Multnomah County Division of Elections.~~
- ~~(d) "Measure" has the meaning given that term in ORS 251.005.~~
- ~~(e) "Political Committee" has the meaning given that term in ORS 260.005.~~
- ~~(f) "Voters' Pamphlet" means the State Voters' Pamphlet published pursuant to ORS chapter 251, or a County Voters' Pamphlet as provided in Section 9.01.080.~~

~~9.01.030 District Measures Included in the Voters' Pamphlet: A District Measure shall qualify for inclusion in the Voters' Pamphlet under the provisions of ORS 251.285 and this Chapter if:~~

- ~~(a) The Measure is submitted to the Electors at an election for which a Voters' Pamphlet is printed;~~

~~(b) All procedures set forth in this Chapter Code relating to the preparation of the ballot title and explanatory statement for the measure have been completed on or before the 75th^{3rd} day prior to the date of the election at which the Measure is to be submitted to the Electors which is the last date material may be submitted for publication in the Voters' Pamphlet; and~~

~~(e) In the case of a Measure proposed by Initiative or Referendum petition:~~

- ~~(1) The Filing Officer certifies that the petition has sufficient qualified signatures to require submission of the Measure to the Electors; and~~
- ~~(2) Such certification is filed with the Executive Officer on or before the 90th day preceding the election at which the Measure is to be submitted to the Electors.~~

~~9.01.040 Preparation and Judicial Review of Ballot Titles:~~

~~(a) A ballot title for a Measure proposed by Metro Initiative or Referendum petition shall be prepared as provided in ORS 255.145. A ballot title for a Measure referred to the Electors by the District shall be prepared by the District.~~

~~(b) Judicial review of any ballot title for a District Measure shall be as provided in ORS 255.155.~~

~~9.01.050 Preparation and Judicial Review of Explanatory Statements:~~

~~(a) Explanatory statements for all District Measures shall be prepared by the General Counsel and shall be filed with the Executive Officer. An explanatory statement shall be an impartial, simple and understandable statement of 500 words or less, explaining the measure and its effect. The explanatory statement for a Measure referred by the District shall be filed with the Executive Officer and the Council no later than five days after a resolution referring a Measure is acted upon by the Council. The explanatory statement for a Measure proposed by Initiative or Referendum petition shall be filed with the Executive Officer not later than the seventh business day after the petition is submitted to the Filing Officer for signature verification.~~

~~(b) Upon receipt of an explanatory statement, the Executive Officer shall publish in the next available edition of a newspaper of general circulation in the District a notice of receipt of the statement including notice that an Elector may file a petition for review of the statement not later than the date referred to in subsection (c) of this section. The Executive Officer and the Filing Officer may jointly publish notice of the explanatory statement and ballot title for a Measure in the same publication.~~

~~(e) Any Elector dissatisfied with an explanatory statement for a District Measure may petition the Court stating the reasons why the statement does not meet the requirements of subsection (a) of this section. The petition shall be filed not later than the seventh business day after the statement is filed with the Executive Officer. An Elector filing a petition with the Court shall also file a copy of the petition with the Executive Officer not later than the end of the next business day following the date the petition is filed with the Court. The Court shall review the statement and Measure, hear arguments, if any, and certify to the Executive Officer a statement for the Measure which meets the requirement of subsection (a) of this section. Review by the Court shall be first and final.~~

~~2.01.060 Arguments Supporting and Opposing Measures:~~

~~(a) Arguments in support of or opposition to a Measure which is subject to this Chapter may be filed with the Executive Officer not later than the 75th^{3rd} day prior to the date of the election at which the Measure is to be submitted to the Electors which is the last date material may be submitted for publication in the Voters' Pamphlet by:~~

- ~~(1) Any person who tenders a filing fee in the amount of \$300 and submits a statement on such form as the Executive Officer may prescribe or provide, which:
 - ~~(A) Identifies the name of the person who submitted the argument;~~
 - ~~(B) Identifies the name of the organization the person represents, if any;~~
 - ~~(C) Indicates whether the argument supports or opposes the Measure; and~~
 - ~~(D) Indicates who authorized publication of the argument.~~~~
- ~~(2) A person who files a petition for the inclusion of the argument in the Voters' Pamphlet which contains the signatures of not less than 1,000 Electors of the District. Before the argument is filed with the Executive Officer, the signatures on the petition shall be verified by the Filing Officer. Prior to the circulation of a petition under this paragraph, a prospective petition shall be filed with the Executive Officer, on such form as the Executive Officer may prescribe or provide, which:
 - ~~(A) Sets forth the text of the proposed argument;~~
 - ~~(B) Identifies the name of the person who submitted the argument;~~~~

~~(C) — Indicates the name of the organization the person represents, if any;~~

~~(D) — Indicates whether the argument supports or opposes the Measure; and~~

~~(E) — Indicates who authorized publication of the argument.~~

~~(b) — Arguments shall be typewritten and shall be prepared for printing on 29.7 square inches of the Voters' Pamphlet.~~

~~9.01.070 Filing of Material with the Secretary of State: The Executive Officer shall file all Measures, ballot titles, explanatory statements and arguments that meet the requirements of this Chapter with the Secretary of State and the Clerk of the Council not later than the 70th day prior to the date of the election for which a Voters' Pamphlet will be printed.~~

~~9.01.080 Inclusion of Material in County Voters' Pamphlet: During the period that section 1, chapter 811, Oregon Laws 1993 (SB 1072) shall be in effect: (1) instead of filing all material with the Secretary of State, the Executive Officer shall cause all Measures, ballot titles, explanatory statements, and arguments filed with the Executive Officer pursuant to this Chapter to be filed in a timely fashion with the appropriate officials of Multnomah, Washington and Clackamas counties for inclusion in any Voters' Pamphlet published by a county; and Otherwise, all other provisions of this Chapter shall remain in full force and effect except that "Voters' Pamphlet" shall include any voter pamphlet published by Multnomah, Washington or Clackamas counties. (2) the term "Voters' Pamphlet" as used in this Chapter shall mean any voters' pamphlet published by Clackamas, Multnomah or Washington counties.~~

CHAPTER 9.0201

VACANCIES IN OFFICE

SECTIONS:

9.0201.010	Definitions
9.0201.020	Vacancy in Office
9.0201.030	Filing Declaration of Vacancy
9.0201.040	Term of Appointment Filling of Vacancy; Election to Fill a Vacancy
9.0201.050	Appointments to Fill Vacancy
9.0201.060	Method of Making Appointments
9.0201.070	Emergency Succession

9.0201.010 **Definitions:** For the purposes of this Chapter, unless the context requires otherwise:

(a) "Director" means the Director of the Division of Elections of Multnomah County, or the authorized representative.

(b) "Elective Office" means the office of:

- (1) Executive Officer;
- (2) Metro Auditor; or
- (3) Metro Councilor.

9.0201.020 **Vacancy in Office:** An Elective Office of Metro shall become vacant:

(a) Upon the incumbent's:

- (1) Death;
- (2) Adjudicated incompetence;
- (3) Recall from the office;
- (4) Upon the failure of the person elected or appointed to the office to qualify for it within 10 days after the time for the term of office to commence;

- (5) In the case of a member of the Metro Council, upon absence from all ~~regularly scheduled~~ meetings of the Metro Council within any 60-day period, ~~without the Council's consent~~ Attendance at meetings of Council Committees or other Metro or Metro-related bodies shall not be considered attendance at Metro Council meetings;
- (6) Ceasing to reside in the District from which elected or appointed, except when District boundaries are reapportioned and a Councilor is assigned to a District where the Councilor does not reside and the Councilor becomes a resident of the reapportioned District within 60 days after the reapportionment is effective;
- (7) Ceasing to be a qualified elector under State law;
- (8) Conviction of a felony, or conviction of a federal or state offense punishable by a loss of liberty and pertaining to his or her office;
- (9) Resignation from office;
- (10) Becoming an elected officer of the state or a city, county or special district, ~~as used in this Chapter special district does not include school districts;~~
- (11) In case of the Executive Officer or Auditor, upon his or her ceasing to reside within the District; or
- (12) In the case of the Auditor, if the incumbent ceases to hold the designation of Certified Public Accountant or Certified Internal Auditor.

9.0201.030 Filling Declaration of Vacancy: The Metro Council, upon becoming aware of ~~grounds to find that~~ a vacancy exists in an Elective Office, shall promptly determine and declare the date of vacancy by the adoption of a resolution. ~~The incumbent shall be entitled to receive notice of the filing of a resolution to declare a vacancy by the mailing of such notice to the incumbent's last known address. The incumbent shall be entitled to appear before the Council to show cause, if any may exist, why the Council should not declare the existence of a vacancy.~~

~~(a) Whenever a vacancy occurs on the Council, the Council shall commence a process to fill the vacancy by appointment by a majority vote of the remaining members of the Metro Council.~~

~~(1) The appointment process shall include the following:~~

- ~~(A) — Notification of the appointment process in a newspaper of general circulation in the District, in local newspapers which serve the Council subdistrict, and other journals, publications and circulars deemed appropriate at least three weeks prior to the appointment.~~
- ~~(B) — Notification of the appointment process to official neighborhood organizations, cities, civic groups, and other recognized groups with territory within the vacant Council subdistrict at least three weeks prior to the appointment.~~
- ~~(C) — Distribution of a Council appointment application to interested citizens at least two weeks prior to the appointment.~~
- ~~(D) — Conduct of a public hearing in the vacant District before a subcommittee of the Council appointed by the Presiding Officer. The subcommittee shall report all testimony received to the full Council.~~
- ~~(E) — Conduct of interviews with applicants for the vacant position before the Council.~~

~~(2) The Council shall in a public meeting appoint the person to fill the vacancy from a list of applicants who have been nominated and seconded by Councilors. Voting for the person shall be by a written signed ballot. The Clerk of the Council shall announce the results of each ballot following the vote and shall record the result of each Councilor's ballot. Any applicant who receives a majority of the votes by the remaining members of the Council shall be elected to the vacant position. If no applicant receives a majority vote of the Council on the first ballot, the Council shall continue to vote on the two applicants who receive the most votes until an applicant receives a majority vote of the Council.~~

~~(b) — If a vacancy occurs in office of Executive Officer or Auditor, the Metro Council shall appoint a person to fill the vacancy in the manner described in (a)(2) above.~~

~~9.0201.040 Term of Appointment: If the vacancy occurs more than 20 days prior to the next general election day and there are more than two years remaining to the term of office, the appointment shall be for the period until the first Monday in January following the next general election day. If the vacancy occurs during a time period other than that provided for in subsection (a) above, the appointment shall be for the remainder of the term of the office in which the vacancy exists.~~

9.0201.040 Filling of Vacancy: Election to Fill a Vacancy:

(a) If a vacancy occurs in a Metro elective office and the term of office expires three years or more after the vacancy occurs, then a person shall be elected at the next available election date to fill the vacancy for the period until the first Monday in January following the next general election day.

(b) If a vacancy occurs in a Metro elective office more than 20 days prior to the next general election day and there are more than two years, but less than three years, remaining to the term of office, or if a vacancy has been filled by election pursuant to Section 9.0201.040(a), then a person shall be elected at the general election to fill the vacancy for the remainder of the term of office.

(c) If a vacancy occurs in a Metro elective office after the period provided for in Section 9.0201.040(b), and there is more than one year remaining to the term of office, then a person shall be elected at the next available election date to fill the vacancy for the remainder of the term of office.

(d) If an election is required to fill a vacancy, pursuant to Section 9.0201.040(a) or 9.0201.040(c), the Council shall call such an election on the next available election date which is not sooner than the 45th day after the date of declaration of vacancy.

(e) The person receiving the most votes at an election held pursuant to this Section shall be elected notwithstanding the fact that they may not have received a majority of the votes cast. Nomination for election to fill a vacancy shall be made by the method established by state law for the selection of candidates for nomination at a primary election. Except as otherwise provided by state law for nominations to fill a vacancy at a general election, such petition or declaration shall be filed with the Director of Elections not later than the 345th day prior to the date of the election.

9.0201.050 Appointments to Fill Vacancy: Whenever a vacancy occurs in a Metro elective office the Council shall make an appointment to fill the vacancy. The term of the appointment shall be for the period until a successor is elected and qualified. If no election to fill the vacancy is held then the appointment shall be for the remainder of the term of office.

9.0201.060 Method of Making Appointments:

(a) Whenever a vacancy occurs on the Council, the Council shall commence a process to fill the vacancy by appointment by a majority vote of the remaining members of the Metro Council. The appointment process shall include the following:

- (1) Notification of the appointment process and of the availability of application forms in a newspaper of general circulation in the District.

in local newspapers which serve the Council subdistrict, and other journals, publications and circulars deemed appropriate at least four weeks prior to the appointment.

- (2) Notification of the appointment process and of the availability of application forms to official neighborhood organizations, cities, civic groups, and other recognized groups with territory within the vacant Council subdistrict at least four weeks prior to the appointment.
- (3) Notification may be given at the direction of the Presiding Officer in advance of any formal declaration of a vacancy by the Council.
- (4) The Presiding Officer may establish a deadline for the receipt of applications which shall be no earlier than one week prior to the date set for the making of the appointment at the time notice is given.
- (5) Conduct of a public hearing in the vacant District before a subcommittee of the Council appointed by the Presiding Officer. The subcommittee shall report all testimony received to the full Council.
- (6) Conduct of interviews with applicants for the vacant position before the Council.
- (7) The Council shall in a public meeting appoint the person to fill the vacancy from a list of applicants who have been nominated and seconded by Councilors. Voting for the person shall be by a written signed ballot. The Clerk of the Council shall announce the results of each ballot following the vote and shall record the result of each Councilor's ballot. Any applicant who receives a majority of the votes by the remaining members of the Council shall be elected to the vacant position. If no applicant receives a majority vote of the Council on the first ballot, the Council shall continue to vote on the two applicants who receive the most votes until an applicant receives a majority vote of the Council.

(b) If a vacancy occurs in the office of Executive Officer or Auditor, the Metro Council shall appoint a person to fill the vacancy subject to the following procedure. The appointment process shall include the following:

- (1) Notification of the existence of the vacancy and that the Council will be making an appointment to fill the vacancy shall be given in a newspaper of general circulation in the District and in such other manner as deemed appropriate by the Council at the time the vacancy is declared.

(2) Conduct of interviews with applicants for the vacant position before the Council.

(3) The Council shall in a public meeting appoint the person to fill the vacancy from a list of applicants who have been nominated and seconded by Councilors. Voting for the person shall be by a written signed ballot. The Clerk of the Council shall announce the results of each ballot following the vote and shall record the result of each Councilor's ballot. Any applicant who receives a majority of the votes by the remaining members of the Council shall be elected to the vacant position. If no applicant receives a majority vote of the Council on the first ballot, the Council shall continue to vote on the two applicants who receive the most votes until an applicant receives a majority vote of the Council.

9.0201.070 Emergency Succession: In the event of the death of the Executive Officer or the declaration of a vacancy in that Office, the Deputy Executive Officer shall immediately take the oath of office and become the Executive Officer until such time as the Council shall fill the vacancy by appointment or a successor shall be elected and qualified. If the Deputy Executive Officer shall not be qualified or if a vacancy exists in that position, then the Director of Finance and Information shall so serve while continuing to hold the position of Director. If that position shall also be vacant or the person shall not qualify, then the Council shall in emergency session designate a qualified person to so serve.

CHAPTER 9.0302

BALLOT MEASURES, INITIATIVE AND REFERENDUM

SECTIONS:

9.0302.010	Definitions
9.0302.020	Referrals by Metro Council
9.0302.030	Prospective Petition
9.0302.035	One Subject Determination
9.0302.040	Ballot Title; Appeal
9.0302.045	Explanatory Statement; Appeal
9.0302.050	Petition and Circulation Requirements
9.0302.060	Filing and Percentage Requirements; Verification
9.0302.070	Election Dates
9.0302.080	Election Notice and Procedure
9.0302.090	Applicability of State Law

9.0302.010 Definitions: As used in this Chapter, unless the context requires otherwise:

(a) "Court" means the Circuit Court of the State of Oregon for the County of Multnomah.

(b) "Director" means the director of the Multnomah County's Division of Elections, or the Director's designees, or any officer subsequently performing the present duties of the Director, or the designees of that officer.

(c) "Elector" means any legal voter of the District.

(d) "Initiative" means a duly authorized command from the Electors of the District to allow the Electors of the District to determine whether a matter that constitutes Metro legislation should be adopted.

(e) "Measure" means any Metro Legislation, Proposition or Question.

(f) "Metro Legislation" means any legislation which has been or lawfully may be enacted by Metro, and includes any amendment, revision or repeal of the 1992 Metro Charter, but does not include any Proposition or Question.

(g) "Proposition" means any request for voter approval of a property tax levy, tax base, general obligation bond Measure, or any tax requiring voter approval pursuant to Section 11 of the 1992 Metro Charter, or other similar matter submitted to the Electors of

the District for the purpose of authorizing the imposition of any ad valorem real property tax.

(g)(h) "Question" means any matter other than Metro Legislation or a Proposition including but not limited to an advisory matter submitted by the Council to the Electors of the District for approval or rejection.

(h)(i) "Referendum" means a duly authorized command from the Electors of the District to require that Metro Legislation adopted by the Metro Council be subject to approval of the Electors of the District before it shall become effective.

(i)(j) "Referral" means an action taken by the Metro Council to submit any Measure directly to the Electors of the District.

(j)(k) "Regular Election" means any election held on the same date as a regular biennial statewide primary or general election.

(k)(l) "Special Election" means any election held on a date other than a Regular Election date.

9.0302.020 Referrals by Metro Council:

(a) The Metro Council may directly refer any Measure to the Electors for their approval or rejection including Metro Legislation, any Proposition or any Question, and may directly refer to the Electors proposed amendments, or revisions of the 1992 Metro Charter or parts thereof. Prior to submitting any revision of the 1992 Metro Charter to the voters, the Council shall conduct at least two public hearings with the second hearing to be held at least 28 days after the first hearing.

(b) The Council shall act to refer a Measure by the adoption of a resolution. The resolution shall contain either directly or as an exhibit the Measure referred to the Electors, the ballot title, and any other material required by law.

(c) In the case of a Measures the Metro Council refers under subsection (a) of this section, the Metro Council shall prepareapprove a ballot title complying with the requirements of Oregon Laws, and shall certify such ballot title to the Director.

(d) The Director, upon receiving a ballot title for a District Measure referred by the Metro Council, shall publish in the next available edition of a newspaper of general circulation in the District a notice of receipt of the ballot title including notice that an Elector may file a petition for review of the ballot title not later than the date referred to in subsection (e) of this section.

(e) Any Elector may petition the Court to challenge the ballot title prepared by the Metro Council. Such petition must be filed with the Court within seven business days of the Metro Council's certification. Any person filing a petition of review with the Court must file a copy of the challenge with the Director and the Executive Officer not later than the end of the business day next following the date the petition is filed with the Court. Nothing in this section is intended to invalidate a petition that is timely filed with the Court.

(f) A Measure shall be considered referred under this section as of the date the Metro Council certifies its ballot tile to the Director.

9.0302.030 Prospective Petition:

(a) Prior to circulating a petition proposing an Initiative or Referendum on Metro Legislation among the Electors, the chief petitioners shall file a prospective petition with the Director, in such form as the Director shall prescribe or provide, showing:

- (1) The signatures, printed names and mailing addresses of at least one but not more than three chief petitioners, all of whom must be Electors of the District;
- (2) In the case of Initiative Measure, the text of Metro Legislation proposed for adoption, amendment, revision or repeal, and, where applicable, the title, ordinance number, and charter or ordinance section numbers proposed for amendment, revision or repeal; and
- (3) In the case of Referendum Measures, the text of Metro Legislation proposed for Referral, and where applicable, the title, ordinance number or ordinance section numbers of Metro Legislation proposed for Referral.

(b) The Director shall inscribe the date of filing upon any prospective petition filed in the Director's office.

(c) After a prospective petition for a Referendum Measure has been filed with the Director, and the Director has determined that the prospective petition complies with the requirements of this Chapter, and other applicable law, the Director shall forthwith certify to one of the chief petitioners that petitions for the Referendum Measure proposed by the prospective petition may be circulated among the Electors, in accordance with the procedures set forth in Section 9.0302.050.

9.0302.035 One Subject Determination:

(a) Not later than the fifth business day after receiving a prospective petition for an Initiative Measure, the Director shall determine in writing whether the Initiative Measure

meets the requirements of section 1(2)(d), Article IV of the Oregon Constitution, and Sections 35 and 40 of the 1992 Metro Charter.

(b) If the Director determines that the Initiative Measure meets the requirements of section 1(2)(d), Article IV of the Oregon Constitution, and Sections 35 and 40 of the 1992 Metro Charter, the election officer shall proceed as required in Section 9.0302.040. The Director shall include in the publication required under Section 9.0302.040(b) a statement that the Initiative Measure has been determined to meet the requirements of section 1(2)(d), Article IV of the Oregon Constitution, and Sections 35 and 40 of the 1992 Metro Charter.

(c) If the Director determines that the Initiative Measure does not meet the requirements of section 1(2)(d), Article IV of the Oregon Constitution, or Sections 35 or 40 of the 1992 Metro Charter, the Director shall immediately notify the petitioner, in writing by certified mail, return receipt requested, of the determination.

(d) Any Elector dissatisfied with a determination of the Director under subsection (a) of this section may petition the Court of the judicial district in which the administrative office of the district is located seeking to overturn the determination of the Director. If the Elector is dissatisfied with a determination that the Initiative Measure meets the requirements of section 1(2)(d), Article IV of the Oregon Constitution, and Sections 35 and 40 of the 1992 Metro Charter, the petition must be filed not later than the seventh business day after the ballot title is filed with the Director. If the Elector is dissatisfied with a determination that the Initiative Measure does not meet the requirements of section 1(2)(d), Article IV of the Oregon Constitution, or Sections 35 or 40 of the 1992 Metro Charter, the petition must be filed not later than the seventh business day after the written determination is made by the Director.

(e) The review by the Court shall be the first and final review, and shall be conducted expeditiously to insure the orderly and timely circulation of the petition.

9.0302.040 Ballot Title: Appeal:

(a) Prior to the conclusion of the sixth business day next following the filing of a prospective petition which proposes an Initiative Measure and which complies with the requirements of this Chapter, and other applicable law, the Director shall transmit two copies to the General Counsel of Metro, who shall, within five business days thereafter-receiving the prospective petition, prepare a ballot title for the Measure proposed. The ballot title shall consist of:

- (1) A caption of not more than 10 words which reasonably identifies the subject of the Measure;

- (2) A question of not more than 20 words which plainly phrases the chief purpose of the Measure so that an affirmative response to the question corresponds to an affirmative vote on the Measure; and
- (3) A concise and impartial statement of not more than 85 words summarizing the Measure and its major effect.

After preparing the ballot title, the General Counsel shall immediately return one copy of the prospective petition and title to the Director and shall immediately transmit one copy of the prospective petition and title to one of the chief petitioners.

(b) The Director, upon receiving a ballot title for a Metro Measure, shall publish in the next available edition of a newspaper of general circulation in the District a notice of receipt of the ballot title including notice that an Elector may file a petition for review of the ballot title not later than the date referred to in subsection (c) of this section.

(c) Upon receiving the prospective petition and title from the General Counsel, the Director shall inscribe the date of receipt on it. Within seven business days after that date, any Elector may petition the Court ~~for the county~~ to challenge the ballot title prepared by the General Counsel. At the end of the seven-day period, or following the final adjudication of any challenge, the Director shall certify the ballot title as prepared by the General Counsel or as prescribed by the court, as the case may be, to one of the chief petitioners.

(d) Any person filing a petition of review with the Court must file a copy of the challenge with the Director and the Executive Officer not later than the end of the business day next following the date the petition is filed with the Court. Nothing in this section is intended to invalidate a petition that is timely filed with the Court.

(e) The procedures set forth in subsections (a) through (d) of this section for preparation of, and challenges to, ballot titles for Initiative Measures shall also apply to Referendum Measures. However, the completion of such procedures shall not be a prerequisite to the circulation of petitions for Referendum Measures under Section 9.0302.050, and ballot titles need not be stated on petitions circulated to propose Referendum Measures.

9.02.045 Explanatory Statements: Appeal:

(a) Explanatory statements for all District Measures shall be prepared by the General Counsel and shall be filed with the Director. An explanatory statement shall be an impartial, simple and understandable statement of 500 words or less, explaining the measure and its effect. The explanatory statement for a Measure referred by the District or for a Measure proposed by Initiative or Referendum petition shall be filed with the Director at the same time the Ballot Title for the Measure is filed.

(b) Upon receipt of an explanatory statement, the Director shall publish in the next available edition of a newspaper of general circulation in the District a notice of receipt of the statement including notice that an Elector may file a petition for review of the statement not later than the date referred to in subsection (c) of this section.

(c) Any Elector dissatisfied with an explanatory statement for a District Measure may petition the Court stating the reasons why the statement does not meet the requirements of subsection (a) of this section. The petition shall be filed not later than the seventh business day after the statement is filed with the Director. An Elector filing a petition with the Court shall also file a copy of the petition with the Executive Officer not later than the end of the next business day following the date the petition is filed with the Court. The Court shall review the statement and Measure, hear arguments, if any, and certify to the Director a statement for the Measure which meets the requirement of subsection (a) of this section. Review by the Court shall be first and final.

9.0302.050 Petition and Circulation Requirements:

(a) After the requirements of subsection (c) of Section 9.0302.030 have been met in the case of Referendum Measures, and after the requirements of Section 9.0302.040 have been met in the case of Initiative Measures, the chief petitioners and any other persons eligible to circulate Initiative and Referendum petitions under state law may circulate a petition for the Measure among the Electors. Each copy of the petition so circulated shall consist of a cover page and signature sheet or sheets.

(b) The cover page shall state the names and mailing addresses of the chief petitioners, shall contain the information required by paragraph 2 of subsection (a) of Section 9.0302.030 or paragraph 3 of subsection (a) of Section 9.0302.030 and, shall state the ballot title certified by the Director under subsection (c) of Section 9.0302.040.

(c) Each signature sheet shall contain space for signatures of not more than 20 Electors. Each Elector signing the petition shall do so by affixing the Elector's signature, the date of the signature, and by printing the Elector's name, residence address and, if known, the Elector's precinct number.

(d) Each signature sheet of an Initiative petition shall contain the caption of the ballot title.

(e) Each signature sheet of a Referendum petition shall contain the title, ordinance number or ordinance section numbers of Metro Legislation proposed by Referral.

(f) No signature sheet shall be circulated by more than one person. Each signature sheet shall contain a statement signed by the circulator that each Elector who signed the sheet did so in the circulator's presence, and, to the best of the circulator's knowledge,

each such Elector is a legal voter of the District and that the information placed on the sheet by each such Elector is correct.

9.0302.060 Filing and Percentage Requirements; Verification:

(a) The Director shall accept for signature verification in accordance with this Chapter only petitions which comply with the requirements of this Chapter and other applicable law.

(b) No petition shall be accepted for filing unless it contains at least the required number of verified signatures to submit the Measure to the Electors, as prescribed by subsections (g), (h) or (i) of this section.

(c) No Initiative petition shall be accepted for signature verification more than six months after the date of the Director's certification under subsection (c) of Section 9.0302.040.

(d) Any petition to refer legislation adopted by the Metro Council must be submitted for verification not more than 90 days after Metro's adoption of such legislation, and no later than the effective date of the ordinance if the ordinance contains an emergency clause. Legislation adopted by the Metro Council is not subject to the Referendum after the date it becomes effective or 90 days whichever is sooner.

(e) An Initiative or Referendum petition shall not be accepted for signature verification if it contains less than 100 percent of the required number of signatures.

(f) Upon the acceptance of a petition, the Director shall verify the signatures thereon. Such verification may be performed by random sampling in a manner approved by the Secretary of the State of Oregon.

Within 15 days after the Director's acceptance of a petition, the Director shall certify to Metro whether the petition contains a sufficient number of qualified signatures to require the submission of the proposed Measure to the Electors, and shall also state in the certificate the number of qualified signatures prescribed by subsections (g), (h) or (i) of this section to require the proposed Measure to be submitted to the Electors. The petition shall be considered filed as of the date of the Director's certification.

(g) An Initiative Measure proposing the amendment, ~~revision~~ or repeal of the 1992 Metro Charter, or parts thereof, shall be submitted to the Electors if the number of qualified signatures on the petition therefor equals or exceeds 8 percent of the total number of votes cast in the District for all candidates for Governor of Oregon at the most recent previous general election at which the office of Governor was filled for a four-year term.

(h) An Initiative Measure proposing the adoption, amendment or repeal of any other Metro legislation, or parts thereof, shall be submitted to the Electors in the number of qualified signatures on the petition therefor equals or exceeds 6 percent of the total number of votes cast in the District for all candidates for Governor at the most recent previous general election at which the office of Governor was filled for a four-year term.

(i) A Referendum Measure shall be submitted to the Electors if the number of qualified signatures on the petition therefor equals or exceeds 4 percent of the total number of votes cast in the District for all candidates for Governor of Oregon at the most recent previous general election at which the office of Governor was filled for a four-year term.

9.0302.070 Election Dates:

(a) Upon receiving the Director's certificate that a petition has been filed with sufficient qualified signatures to require an Initiative or Referendum to be submitted to the Electors under Section 9.03.060, ~~or upon referring the Measure on its own motion under Section 9.03.020,~~ the Metro Council shall call an election for submission of the Measure to the Electors. The Metro Council shall call the election no later than the next available general or primary election date that is not sooner than the 90th day after the date of the Director's certificate certifying sufficient signatures, but may call the election in its discretion at an earlier election date available under state law for which the filing deadlines may be met.

(b) In the event of a Metro Council Referral of a Measure under section 9.03.020, the election shall be held on the election date specified by the Metro Council in the resolution referring the Measure to the voters.

9.0302.080 Election Notice and Procedure:

~~(a) In the case of Special Elections, the Metro Council shall cause notice thereof by publication in two newspapers of general circulation within the District one each week for three consecutive weeks prior to the election. The notice shall contain the date of the election, the hours the polls will be open and the ballot title of the Measure. In addition, on the day preceding or the day of the election, the Director shall cause the polling places at which Electors may register their votes to be published in at least two newspapers of general circulation within the District. The Director shall appoint clerks for any Special Election and may combine precincts in accordance with state law.~~

~~(b) Notice of elections on Measures to be submitted to the Electors on Regular Election dates shall be given in accordance with state law and such elections shall be conducted in conjunction with the elections of offices and other Measures to be submitted to the Electors on said election dates.~~

~~(e)~~ The requirements of subsections (a) and (b) of this section do not apply when the election is to be conducted by mail in accordance with state law.

~~(d)~~(a) Measures referred by the Metro Council shall be designated on the ballot "Referred to the People by the Metro Council."

~~(e)~~(b) Measures proposed by referendum petition shall be designated on the ballot "Referred by Petition of the People."

~~(f)~~(c) Measure proposed by Initiative petition shall be designated on the ballot "Proposed by Initiative Petition."

~~(g)~~(d) Within 20 days following any election, the Director shall certify the election results to the Metro Council. The Metro Council shall thereupon canvass the vote and enter its proclamation of the results in the Council records.

~~(h)~~(e) Metro Legislation adopted by the Electors shall take effect upon the certification of the results of the election at which it is adopted after the election, unless such Measure expressly provides a later effective date. The results of elections on Propositions or Questions shall be effective upon the proclamation of the results.

2.0302.090 Applicability of State Law: Applicable provisions of state law, dealing with any Initiative and Referendum procedures or other election matters regulated by this Chapter, shall be controlling where there is a direct and irreconcilable conflict with the provisions of this Chapter. However, the provisions of this Chapter shall be given full force and effect and shall be construed liberally in order that they shall be found not to conflict with provisions of state elections law and shall be considered paramount relating to matters subject to regulation and legislation by the Metro Council.

Section 2. The provisions of Chapter 2.10 and Section 2.01.180 of the Metro Code are hereby repealed.

ADOPTED by the Metro Council this ____ day of _____, 199__.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

gl 1136B

Meeting Date: December 9, 1993
Agenda Item No. 7.2

ORDINANCE NO. 93-516A

FINANCE COMMITTEE REPORT

ORDINANCE NO. 93-516A REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF APPROPRIATING FUNDS TO CONSULT WITH BUSINESS AND CIVIC LEADERS AND DEVELOP RECOMMENDATIONS REGARDING GREENSPACES ACQUISITION, CAPITAL IMPROVEMENT AND OPERATIONS FUNDING OPTIONS

Date: November 30, 1993

Presented By: Councilor Devlin

COMMITTEE RECOMMENDATION: At its November 23, 1993 meeting the Committee voted 2 to 1 to recommend Council adoption of Resolution No. 93-516A. Voting in favor were Councilors Devlin and Monroe voting opposed was Councilor Kvistad. Councilors Buchanan and Van Bergen were excused.

COMMITTEE DISCUSSION/ISSUES: Don Carlson, Council Administrator, gave the Staff Report. He indicated the Governmental Affairs Committee had acted on the ordinance to recommend Council approval as amended. That Committee's action was taken after the Chair of the Finance Committee communicated to the Governmental Affairs Committee Chair to move the ordinance out of Committee (See Attachment 1 to this report). Mr. Carlson stated the ordinance amends the Council Department budget to transfer \$8,500 from the Miscellaneous Professional Services line item to the same line item in the Greenspaces Planning Division in the Regional Parks and Expo Fund. The ordinance also adjusts several other Materials and Services line items in the latter Fund to put sufficient resources in the Greenspaces Planning Division budget to undertake the work proposed. The ordinance amends the Appropriations Schedule accordingly.

In response to a question from the Committee, Mr. Carlson indicated that the Council Department budget looked to as a source of funding for this project at the request of the Presiding Officer. He indicated that use of the \$8,500 should not seriously hamper the work of the Council. If additional funds are needed for the Council in the future, it always has the option to transfer funds from the General Fund Contingency at a later time.

Councilor Kvistad indicated he was opposed to using Council Department funds in this manner and expressed concerns about the appropriateness of this project.



METRO

ATTACHMENT 1

(Fin.Comm.Rpt/93-5I5A)

Date: November 16, 1993
To: Mike Gates, Governmental Affairs Committee Chair
From: Rod Monroe, Finance Committee Chair *Rm*
Re: Ordinance No. 93-516 Amending the FY 93-94 Budget and
Appropriations Schedule to Fund Consultant for Developing
Greenspaces Funding Options

It is the understanding of the Finance Committee that your Committee has tabled Ordinance No. 93-516 because the Scope of Work for the contract has been defined such that the original amount of anticipated funds has been substantially reduced. It is also the understanding of the Finance Committee that the Presiding Officer has requested information from the Council Administrator about using Council Department funds to pay for up to \$8,500 of this proposed contract (see attached memo dated November 3, 1993 from the Presiding Officer). Since it appears that the Scope of Work calls for a contract of \$53,500 and additional funds in the amount of \$8,500 are needed to pay for the work, the Finance Committee recommends that the appropriate budgets and Schedule of Appropriations be amended accordingly.

The Committee has instructed me to request that Governmental Affairs take Ordinance No. 93-516 from the table and either amend it to authorize the additional \$8,500 in the Greenspaces Planning program or pass it along the Finance Committee without recommendation.

If you have any questions or need additional information, please contact either Don Carlson or me at your convenience.

cc: Metro Council
Dick Engstrom
Jennifer Sims
Andy Cotugno
Casey Short

93-516 RdM.memo



METRO

ATTACHMENT 2
(Fin. Comm. Rpt/93-516A)

Date: November 16, 1993
To: Judy Wyers, Presiding Officer
From: Donald E. Carlson, Council Administrator
Re: Amending Ordinance No. 93-516 to Fund Greenspaces Funding Options Consultant

As you know the Finance Committee has requested that the Governmental Affairs Committee take Ordinance No. 93-516 off the table and either amend it to add the \$8,500 to the Greenspaces Planning program budget or pass it along to the Finance Committee without recommendation (see attached memo from R. Monroe to M. Gates).

In response to your request I have had the Finance Office prepare the necessary exhibits to take the \$8,500 from the Council Department budget and transfer it to the Greenspaces Planning program budget. As you can see the \$8,500 is taken from the Miscellaneous Professional Services line item in the Materials and Services category of the Council Department budget. The original budgeted amount in the line item is \$20,000. To date we have spent \$6,037 (\$4,800 on the Brand contract; and \$1,237 on the remaining part of the Isaacs contract) and have a balance of \$13,963. Using the \$8,500 for the Greenspaces work would leave a balance of \$5,463 in this line item.

The only potential item of expenditure for this line item that I know of at this time is a possible contract with a facilitator for Council Staff which should not take more than \$1,200.

Please let me know if this is the approach you want to take or if you have any questions or need additional information.

cc: Governmental Affairs Committee
Finance Committee
Casey Short

Ord 93-516A.memo

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

ORDINANCE NO. 93-516A, REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF APPROPRIATING FUNDS TO CONSULT WITH BUSINESS AND CIVIC LEADERS AND DEVELOP RECOMMENDATIONS REGARDING GREENSPACES ACQUISITION CAPITAL IMPROVEMENT AND OPERATIONS FUNDING OPTIONS

Date: November 23, 1993

Presented by: Councilor Gardner

COMMITTEE RECOMMENDATION: At its November 18, 1993 meeting the Governmental Affairs Committee voted 3-0 to recommend Council adoption of Ordinance No. 93-516A. Voting were Councilors Gardner, Hansen, and Wyers. Councilors Gates and Moore were excused.

COMMITTEE DISCUSSION/ISSUES: Ordinance No. 93-516 originally contained provision for adding up to \$35,000 to a \$45,000 contract for a consultant to consult with business and civic leaders, and conduct additional research, regarding the Greenspaces program. It was before the Governmental Affairs Committee on November 4, and was tabled at that meeting. This action was taken because the consultant selection panel recommended only \$8,500 in additional funds for the contract. Those funds were identified within the Council Department budget, and a budget amendment was not required to allocate those funds to this contract. Subsequently, the Finance Committee Chair requested the Governmental Affairs Committee to reconsider the item and forward it to the Finance Committee for its consideration.

At the November 18 meeting, the committee voted 3-0 to remove the ordinance from the table. Planning Director Andy Cotugno explained that an additional \$8,500 was requested from the Council Department in the General Fund, to increase the total amount of the contract from \$45,000 to \$53,500. The additional funds would be used to increase the size of a poll from 400 to 800 respondents, and to provide for two focus groups. The larger poll size will give useful information on sub-regions within the Metro area, and the smaller sample would not produce sub-regional information. the focus groups would provide for face-to-face interviews of small, demographically representative groups to give information in greater detail than could be obtained in a telephone poll. Mr. Cotugno said the first issue to be addressed is whether the extra work items are worth the extra expense; if it is, how to move the money is merely a mechanical question.

Councilor Gardner said he understood one advantage of transferring the funds through a budget amendment would be to allow the contract to be managed by one person, in the Regional Parks/Expo Fund, rather than have the Council Administrator also involved in managing the contract. Councilor Wyers asked whether there was any assurance that the contractor would use the extra

funds for the work stipulated, or if it would just be added to their total income. Regional Planning Supervisor Pat Lee responded that the additional items would be added to the scope of work, and the contractor would be responsible for doing the extra work. Mr. Cotugno added that the polling would be done soon, at the front end of the contract. The focus groups would come near the end, and if it were decided not to do that piece of work, the money would not be spent.

Councilor Wyers said she supported the extra work items because they would help provide the Council with better information.

Councilor Wyers moved to amend Ordinance 93-516 to substitute the exhibits contained in Don Carlson's November 16 memo to the Presiding Officer for those in the original ordinance, and to direct staff to incorporate any necessary changes in the text of the ordinance. Following approval of Councilor Wyers' motion and a motion to recommend approval of the amended ordinance, Mr. Cotugno said he intended to execute the contract with the consultant for the full amount, but with a letter advising them not to proceed with the additional work items until notified in writing that the additional funds had been authorized.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
APPROPRIATING FUNDS TO CONSULT)
WITH BUSINESS AND CIVIC LEADERS AND)
DEVELOP RECOMMENDATIONS)
REGARDING GREENSPACES ACQUISITION)
CAPITAL IMPROVEMENT AND)
OPERATIONS FUNDING OPTIONS)

ORDINANCE NO. 93-516A

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1993-94 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Oregon Budget Law, ORS 294.450(3), allows for the transfer of appropriation from the General Fund to any other fund during the fiscal year; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS:

1. That Ordinance No. 93-487A, Exhibit B, FY 1993-94 Budget, and Exhibit C, Schedule of Appropriations, are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring ~~(\$35,000)~~ \$8,500 from the General Fund to the Greenspaces Planning division of the Regional Parks and Expo Fund to fund a personal services agreement with a private firm to consult with business and civic leaders in the region and development recommendations for funding a Greenspaces acquisition and capital improvement program.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1993.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

kr:ord93-94:greenrp:ORD.DOC
November 18, 1993

Exhibit A
Ordinance No. 93-516A
Revised November 12, 1993

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Council							
Total Personal Services		10.00	987,165	0.00	0	10.00	987,165
<u>Materials & Services</u>							
521100	Office Supplies		7,100		0		7,100
521320	Dues		750		0		750
524110	Accounting & Auditing Services		45,000		0		45,000
524190	Misc. Professional Services		20,000		(8,500)		11,500
525640	Maintenance & Repairs Services-Equipment		1,000		0		1,000
525740	Lease Payments		11,696		0		11,696
526200	Ads & Legal Notices		1,300		0		1,300
526310	Printing Services		3,200		0		3,200
526410	Telephone		900		0		900
526440	Delivery Services		700		0		700
526500	Travel		6,000		0		6,000
526800	Training, Tuition, Conferences		4,000		0		4,000
528100	License, Permits, Payments to Other Agencies		16,300		0		16,300
529120	Councilor Expenses		24,600		0		24,600
529500	Meetings		7,000		0		7,000
Total Materials & Services			149,546		(8,500)		141,046
Total Capital Outlay			4,000		0		4,000
TOTAL EXPENDITURES		10.00	1,140,711	0.00	(8,500)	10.00	1,132,211

General Fund:General Expenses

<u>Interfund Transfers</u>							
581513	Trans. Indirect Costs to Bldg. Fund-Regional Center		163,504		0		163,504
581610	Trans. Indirect Costs to Support Svcs. Fund		488,647		0		488,647
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Gen'l		2,173		0		2,173
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Workers' Comp		8,238		0		8,238
583610	Trans. Direct Costs to Support Svcs. Fund		40,000		0		40,000
583615	Trans. Direct Costs to Risk Management Fund		14,429		0		14,429
<u>Excise Tax Transfers</u>							
582140	Trans. Resources to Planning Fund		1,780,738		0		1,780,738
582513	Trans. Resources to Building Mgmt. Fund		58,869		0		58,869
582610	Trans. Resources to Support Svcs. Fund		70,000		0		70,000
582160	Trans. Resources to Reg. Parks/Expo Fund-Greenspaces		558,172		8,500		566,672
582160	Trans. Resources to Reg. Parks/Expo Fund-Parks		80,000		0		80,000
Total Interfund Transfers			3,264,770		8,500		3,273,270
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		427,500		0		427,500
599990	Unappropriated Fund Balance		267,665		0		267,665
Total Contingency and Unapp. Balance			695,165		0		695,165
TOTAL EXPENDITURES		16.00	5,915,414	0.00	0	16.00	5,915,414

Exhibit A
Ordinance No. 93-516A
Revised November 12, 1993

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Regional Parks and Expo Fund:Resources							
Resources							
REGIONAL PARKS AND EXPO							
322000	Boat Ramp Use Permit		2,000		0		2,000
338000	Local Gov't Shared Revenues-R.V. Registration Fees		28,330		0		28,330
338200	Local Gov't Shared Revenues-Marine Fuel Tax		140,929		0		140,929
339200	Intergovernmental Revenue		187,372		0		187,372
341700	Grave Openings		105,698		0		105,698
341710	Cemetery Sales		40,214		0		40,214
347100	Admissions		349,215		0		349,215
347110	User Fees		23,594		0		23,594
347120	Reservation Fees		137,866		0		137,866
347220	Rental-Buildings		472,000		0		472,000
347300	Food Service		432,686		0		432,686
347830	Contract Revenue		708,000		0		708,000
347900	Other Miscellaneous Revenue		210,084		0		210,084
347960	Boat Launch Fees		111,025		0		111,025
361100	Interest Earned		41,151		0		41,151
373500	Sale of Proprietary Assets		15,264		0		15,264
374000	Parking Fees		520,000		0		520,000
391010	Trans. of Resources from General Fund		80,000		0		80,000
GREENSPACES PLANNING							
331110	Federal Grants						
	National Parks Service		25,000		0		25,000
	U.S. Fish & Wildlife Service		870,100		0		870,100
	U.S. Fish & Wildlife Service (Year 4)		125,000		0		125,000
337210	Local Grants				0		
	City of Portland, IPA/EPA		27,500		0		27,500
	Local governments		10,000		0		10,000
365100	Donations & Bequests		5,500		0		5,500
391010	Trans. of Resources from General Fund-Excise Tax		558,172		8,500		566,672
391140	Trans. Resources from Planning Fund		114,500		0		114,500
393761	Trans. Direct Costs from Smith & Bybee Lakes Fund		18,700		0		18,700
TOTAL RESOURCES			5,359,900		8,500		5,368,400

Exhibit A
Ordinance No. 93-516A
Revised November 12, 1993

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Regional Parks Division							
	Total Personal Services	36.84	1,246,756	0.00	0	36.84	1,246,756
	Total Materials & Services		704,713		0		704,713
	Total Capital Outlay		11,945		0		11,945
	TOTAL EXPENDITURES	36.84	1,963,414	0.00	0	36.84	1,963,414

Expo Center Division

	Total Personal Services	8.50	378,807	0.00	0	8.50	378,807
	Total Materials & Services		568,048		0		568,048
	Total Capital Outlay		168,970		0		168,970
	TOTAL EXPENDITURES	8.50	1,115,825	0.00	0	8.50	1,115,825

Greenspaces Planning Division

	Total Personal Services	6.31	352,921	0.00	0	6.31	352,921
	Materials & Services						
521100	Office Supplies		2,976		0		2,976
521110	Computer Software		2,295		0		2,295
521111	Computer Supplies		2,015		0		2,015
521240	Graphics/Reprographic Supplies		750		0		750
521260	Printing Supplies		1,000		0		1,000
521310	Subscriptions		1,750		0		1,750
521320	Dues		575		0		575
524130	Promotion/Public Relation Services		10,000		0		10,000
524190	Miscellaneous Professional Services		971,600		33,500		1,005,100
525710	Equipment Rental		500		0		500
526200	Ads & Legal Notices		30,000		0		30,000
526310	Printing Services		97,500		(12,500)		85,000
526320	Typesetting & Reprographics Services		17,000		0		17,000
526410	Telephone		4,000		0		4,000
526420	Postage		60,000		(12,500)		47,500
526440	Delivery Services		800		0		800
526500	Travel		4,300		0		4,300
526700	Temporary Help Services		800		0		800
526800	Training, Tuition, Conferences		2,725		0		2,725
529500	Meetings		4,100		0		4,100
	Total Materials & Services		1,214,686		8,500		1,223,186
	Total Capital Outlay		52,500		0		52,500
	TOTAL EXPENDITURES	6.31	1,620,107	0.00	8,500	6.31	1,628,607

Exhibit A
Ordinance No. 93-516A
Revised November 12, 1993

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Regional Parks and Expo Fund:General Expenses							
<u>Interfund Transfers</u>							
581610	Trans. Indirect Costs to Supp. Svcs. Fun		370,554		0		370,554
581615	Trans. Indirect Costs to Risk Mgmt Fund-Liability		43,000		0		43,000
581615	Trans. Indirect Costs to Risk Mgmt Fund-Worker Comp		35,000		0		35,000
581513	Trans. Indirect Costs to Bldg Mgmt Fund		30,000		0		30,000
583751	Transfer Direct Costs to MERC Admin. Fund		70,000		0		70,000
Total Interfund Transfers			548,554		0		548,554
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		112,000		0		112,000
Total Contingency and Unappropriated Balance			112,000		0		112,000
TOTAL EXPENDITURES		51.65	5,359,900	0.00	8,500	51.65	5,368,400

Exhibit B
Schedule of Appropriations
Ordinance No. 93-516A
Revised November 12, 1993

	Current Appropriation	Revision	Proposed Appropriation
GENERAL FUND			
Council			
Personal Services	987,165	0	987,165
Materials & Services	149,546	(8,500)	141,046
Capital Outlay	4,000	0	4,000
Subtotal	1,140,711	(8,500)	1,132,211
Executive Management			
Personal Services	343,248	0	343,248
Materials & Services	79,532	0	79,532
Capital Outlay	0	0	0
Subtotal	422,780	0	422,780
Office of Government Relations			
Personal Services	67,538	0	67,538
Materials & Services	74,450	0	74,450
Capital Outlay	0	0	0
Subtotal	141,988	0	141,988
Special Appropriations			
Materials & Services	250,000	0	250,000
Subtotal	250,000	0	250,000
General Expenses			
Interfund Transfers	3,264,770	8,500	3,273,270
Contingency	427,500	0	427,500
Subtotal	3,692,270	8,500	3,700,770
Unappropriated Balance	267,665	0	267,665
Total Fund Requirements	5,915,414	0	5,915,414
REGIONAL PARKS AND EXPO FUND			
Regional Parks			
Personal Services	1,246,756	0	1,246,756
Materials & Services	704,713	0	704,713
Capital Outlay	11,945	0	11,945
Subtotal	1,963,414	0	1,963,414
Expo Center			
Personal Services	378,807	0	378,807
Materials & Services	568,048	0	568,048
Capital Outlay	168,970	0	168,970
Subtotal	1,115,825	0	1,115,825
Greenspaces Planning			
Personal Services	352,921	0	352,921
Materials & Services	1,214,686	8,500	1,223,186
Capital Outlay	52,500	0	52,500
Subtotal	1,620,107	8,500	1,628,607

Exhibit B
Schedule of Appropriations
Ordinance No. 93-516A
Revised November 12, 1993

	Current Appropriation	Revision	Proposed Appropriation
REGIONAL PARKS AND EXPO FUND (continued)			
General Expenses			
Interfund Transfers	548,554	0	548,554
Contingency	112,000	0	112,000
Subtotal	660,554	0	660,554
Total Fund Requirements	5,359,900	8,500	5,368,400

All Other Appropriations Remain As Previously Adopted

STAFF REPORT

CONSIDERATION OF ORDINANCE NO 93-516 AMENDING ORDINANCE 93-487A REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF APPROPRIATING FUNDS TO CONSULT WITH BUSINESS AND CIVIC LEADERS AND DEVELOP RECOMMENDATIONS REGARDING GREENSPACES ACQUISITION CAPITAL IMPROVEMENT AND OPERATIONS FUNDING OPTIONS

Date: October 4, 1993

Presented By: Andy Cotugno

PROPOSED ACTION

This Ordinance would amend the FY 1993-94 Budget to appropriate \$35,000 from General Fund Contingency to the Regional Parks and Greenspaces Fund, Miscellaneous Professional Services line item, to assist in funding a personal services agreement with a private firm to consult with business and civic leaders in the region and develop recommendations for funding a Greenspaces acquisition and capital improvement program and operations assuming an acquisition revenue stream is available.

FACTUAL BACKGROUND AND ANALYSIS

Resolution 93-1844A, adopted September 23, 1993, stated the Metro Council's intent to refer a Greenspaces acquisition and capital improvement bond measure to the voters in 1994 and directed staff "... to establish a process to consult with business and civic leaders for recommendations on the particular election date and bond measure amount, and return to the Metro Council by October 15, 1993 with a specific recommendation on the consultation process."

Staff recommend that the consultation process include one on one interviews with business and civic leaders and establishment of a "Blue Ribbon Committee" of recognized public policy shapers to specifically investigate and recommend bond details and/or other funding options for the Greenspaces Program to the Executive Officer and Metro Council. The consultant is expected to conduct the interviews, recommend potential members of the Blue Ribbon Committee, facilitate the Blue Ribbon Committee, including meeting organization and logistics, agenda development and minute taking, conduct a public opinion survey, and prepare a final report including analysis of the results of interviews and opinion survey, and articulating final recommendations of the Blue Ribbon Committee.

The specific scope of work is included in the "Request For Proposals" (RFP) which is scheduled for review by the Council Government Affairs Committee on October 7, 1993. Total cost for consultant services as presented in the RFP is \$80,000. Of this amount, \$45,000 is proposed to be reallocated within the materials and services category of the adopted FY 1993-94 Regional Parks and Greenspaces Fund. This does not require a budget action by the Council. The remaining \$35,000 is proposed to be drawn from the General Fund contingency line item. The General Fund Transfer is the subject of this budget amendment ordinance.

Staff strongly recommend that the RFP and budget amendment ordinance be considered jointly. In order to accomplish this, the following process is being pursued. Should the Government Affairs Committee authorize at the October 7 meeting, staff will release the RFP for an eighteen day period. Filing of this ordinance proposing a budget amendment allows first reading at the Metro Council on October 14. If referred by the Council, the budget amendment ordinance would be before the Council Finance Committee on October 27 and return to the full Council for final

action on November 11 (or the alternate date established by the Council since the 11th is Veterans Day). A selection committee will evaluate the proposals for consultant services and recommend award of the contract by the agenda filing deadline for the November 11/alternate Council meeting. This timing allows actions concerning the scope of work, funding level, consultant selection and budget amendment to all occur at the same Council meeting.

The Metropolitan Greenspaces Policy Advisory Committee was informed of the pending RFP at the September 29, 1993 meeting. Although no formal Greenspaces Technical and Policy Advisory Committee review and recommendation is required, it is staff's intent to review the RFP and budget amendment ordinance in more detail at the scheduled October 15 (TAC) and October 27 (PAC) meetings for comment.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 93-516.

PL/erb
a:\pd\res&ord\93-516

**REQUEST FOR PROPOSALS
GREENSPACES ACQUISITION AND CAPITAL IMPROVEMENT FUNDING MEASURE**

I. KEY OBJECTIVES

This project is intended to identify key issues and develop recommendations related to community support of a potential land acquisition and capital improvement funding measure that would assist implementation of the Metropolitan Greenspaces Master Plan. Voters in the Metro region turned down a \$200 million general obligation bond measure at the polls in November of 1992. At this time, Greenspaces advisors and the Metro Council are exploring options available to Metro for a potential future bond referral or alternative funding mechanisms. With completion of this work, citizens and civic leaders of the region will have substantial information for discussion of the options available to Metro, and the Metro Council will have a solid basis for making a decision on policies and procedures related to potential funding measure(s).

Consultant assistance is sought to: 1) survey community and business leaders on key issues related to natural area acquisition and protection; 2) facilitate establishment of a Blue Ribbon Committee that will analyze and resolve problems related to these key issues; 3) conduct a public opinion survey to evaluate voter sentiment relating to key issues; 4) develop a final report and recommendations to policy-makers on a course of action related to a potential funding measure.

Recommendations from the Blue Ribbon Committee to the Metro Council should address the following questions as a minimum, along with any comments on related matters the Committee deems appropriate:

- The Metro Council currently considers a general obligation bond measure to be the appropriate technique to raise funds for an acquisition and capital improvements program. Is this the most feasible option for a significant acquisition and capital improvement program to implement assembly of the regional greenspaces system as outlined in the regional Greenspaces Master Plan?
- What is the appropriate amount of a general obligation bond measure, if that is the recommended technique?
- When would be the best time for referring a measure to the voters of the region?
- If recommended, should a general obligation bond measure be phased so that the bonds are sold in increments over a period of time?
- The Greenspaces Master Plan calls for a local pass-through component to the funding measure. How should this be defined and executed?
- What are potential options for developing operations revenues for the Greenspaces program?
- Should a companion operations funding measure be adopted by ordinance or referred to voters at the same time as the acquisition and capital improvement measure?

II. BUDGET AND LENGTH OF CONTRACT

- A. A maximum of \$45,000 is available in Metro's adopted budget to complete the proposed scope of work described in Section IV below. However, Metro is willing to consider proposals in excess of this amount if proposers clearly demonstrate that the outreach effort would be significantly enhanced by additional expenditures. Any

expenditures above \$45,000 would, however, require a budget amendment to be approved by the Metro Council.

- B. Following is a preferred project schedule (it is not mandatory). Using this schedule as a guide, proposers are requested to include a project schedule in the written proposals.

Preferred Project Schedule

October 28, 1993	Proposals from consultants due
November 1, 1993	Evaluation panel recommends selected consultant to Executive Officer and Council
November 11, 1993	Council action on consultant selection/budget amendment
November 12, 1993	Consultant contract executed, stakeholder interview design begins
December 6, 1993	Stakeholder interviews complete. List of prospective Blue Ribbon Committee members submitted to Executive Officer by consultant
December 10, 1993	Public Opinion Survey designed, pretest commences
December 23, 1993	Blue Ribbon Committee appointed by Council
December 23, 1993	Opinion survey interviews completed, analysis begins
January 21, 1994	Opinion Survey Final Report delivered to Blue Ribbon Committee
February 11, 1994	Final Blue Ribbon Committee meeting (review draft final report)
February 15, 1994	Finance Committee package due, including final report from Greenspaces Funding Measure Consultant
February 23, 1994	Council Finance Committee considers resolution to refer to ballot measure, if required
March 10, 1994	Council refers ballot measure
March 17, 1994	Last day for filing of ballot measure
March 17, 1994	Last day for filing notice of election with County Elections Officer, explanatory statement for insertion in County Voters' Pamphlet and arguments in favor and in opposition to the measure
May 17, 1994	Election Day

III. BACKGROUND

The Greenspaces Master Plan was adopted by the Metro Council on July 23, 1992. The Plan sets out eight goals and numerous policies guiding creation of a cooperative regional system of natural areas, open space, trails and greenways for wildlife and people in the metropolitan area.

The Plan details 57 sites and 34 trails or greenway corridors of regional significance as priorities to be protected, preserved and/or acquired as public open space. As the community continues to grow, many of these areas of regional significance are under increasing development pressure. Greenspaces Technical and Policy Advisory Committees are exploring ways to protect the most significant of the 57 sites before they are lost to development. Implementation of the goals and policies outlined in the Master Plan will require acquisition of specific sites of regional importance.

Recently the Metro Council adopted a resolution of intent to refer a general obligation bond in calendar year 1994 to the voters of the region for acquisition and capital improvement of greenspaces and parks. The Council also initiated a pilot program to acquire options on a limited number of properties for purchase and inclusion into the regional greenspaces system once acquisition funds are identified. The work of the selected consultant and Blue Ribbon Committee must be completed before an actual bond referral by the Metro Council, or other policy action if other funding options are available and recommended.

IV. SCOPE OF WORK

The following scope of work provides only an outline for meeting the project objectives. Proposals may vary from these elements, including costs and timeframes, but should include a written description of how and why the approach or elements have been modified.

A. Undertake Interviews of Community and Business Leaders

Purpose:

1. Determine awareness of issues related to a Greenspaces acquisition program;
2. Determine key issues related to development of revenue sources for open space acquisition processes; and
3. Identify civic leaders that should be members of a Greenspaces "Blue Ribbon Committee" reviewing community understanding and commitment to a Greenspaces acquisition program.

Tasks:

1. Work with Greenspaces staff to design the civic leaders' interview;
2. Conduct fifty (50) interviews;
3. Generate records of the interviews;
4. Review and analyze results; and
5. Prepare and present recommendations to staff on issues of importance to the community related to a Greenspaces acquisition program;

Products:

1. Interview questions and format;
2. Written records of interviews conducted and explanatory notes;
3. List of key issues raised in interviews and recommendations to Metro regarding information needed to address the issues; and
4. List of potential members of Committee.

B. Facilitate a Greenspaces Blue Ribbon Committee

Purpose:

To bring together community and business leaders who will assist the Metro Council and Greenspaces staff in making decisions related to potential revenue stream(s) for implementing an acquisition and capital improvement program.

Tasks:

1. Assist the Metro Council and Executive Officer in establishing a Blue Ribbon Committee of community and business leaders, including identification of prospective members and contacting key individuals to invite them to serve on the Committee;
2. Subcontract with an open space consultant (if not available on staff of primary consultant) to assist the Committee in understanding the unique aspects of open space funding measures;
3. Facilitate a regular schedule of meetings in which the Committee will discuss and resolve key issues related to open space funding options; and
4. Ensure that Metro and other stakeholders thoroughly address questions of the Committee.

Products:

1. Provide a set of recommendations from the Committee to the Metro Council detailing options and strategies for funding an acquisition and capital improvement program that would begin the process of implementing efforts towards the assembly of the Greenspaces system, as outlined in the Greenspaces Master Plan; and
2. Provide a set of recommendations from the Committee to the Metro Council detailing options and strategies for funding operations of the Greenspaces system.

C. Conduct a Public Opinion Survey

Purpose:

To measure public awareness of the Greenspaces Program and evaluate attitudes toward key issues related to funding of an acquisition and capital improvement program.

Tasks:

1. Assist staff in developing questions that meet the objectives of the survey, including testing of key issues identified by the stakeholders and the Blue Ribbon Committee;

2. Pretest the survey and modify as necessary;
3. Interview a minimum of 400 voters registered in the Metro district; and
4. Analyze the findings and communicate them back to the Committee and Metro Council.

Products:

1. Survey questions and format; and
2. Provide analysis and a written report to staff and the Committee.

D. Develop a Final Report and Presentation

Purpose:

To work with staff, the Committee and the Metro Council to achieve consensus on key policy issues and recommendations on a course of action for questions tied to funding an acquisition and capital improvements program, and operations as the regional greenspaces system is assembled.

Task:

Synthesize options and issues identified by stakeholders, the Committee, and members of the general public, so that a summary document may be produced;

Product:

Produce a written final report, with recommendations, and present it to the Metro Council.

V. PROPOSAL INSTRUCTIONS

A. Proposal Submission

Metro is soliciting Proposals for Greenspaces Acquisition and Capital Improvements Funding Measure Consultant. Proposers are required to submit ten (10) copies of their proposals. Proposals must be enclosed in a sealed envelope(s) and mailed or delivered to Metro, 600 NE Grand Avenue, Portland, Oregon 97232-2736, Attention, Patrick Lee, no later than 4:30 p.m., PDT, October 28, 1993, at which time they will be opened and evaluated in accordance with the process herein outlined.¹

The outside of the envelope shall plainly identify the subject of the RFP, the required submission date, and any number or other means of identification assigned.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be

¹ A proposal may not be submitted by facsimile (FAX) transmittal unless so specified in the special conditions hereto attached.

crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the RFP, or his² authorized representative.

Written amounts shall be shown in both words and figures. Written amounts shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

B. Cost of Proposal

This invitation does not commit Metro to pay any costs incurred by any Proposer in the submission of a Proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation.

C. Errors/Omissions

Any Proposal may be deemed non-responsive by the Procurement Officer if it: contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; not in complete conformance with any and all conditions of the request.

D. Addenda To Scope of Work and Contract Specifications

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least five (5) working days prior to submission date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Proposers, an addendum will be issued to all known request holders. The provisions of any written addenda issued by the Procurement Officer at least forty-eight (48) hours prior to the submission date and time shall be binding upon the Proposers, and failure of a Proposer to obtain such addenda shall not excuse him from complying therewith, if he is awarded the contract.

E. Modification of Proposal

An offer to modify the Proposal which is received from the successful Proposer after award of contract which makes the terms of the Proposal more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Proposer.

² All references to "he" in this document shall include the feminine reference of "she."

F. Withdrawal of Proposal

A Proposer may withdraw its Proposal in person, or by written or telegraphic request which are received prior to the scheduled submission deadline.³ Negligence on the part of the Proposer in preparing his Proposal confers no right to withdraw the Proposal after the scheduled submission deadline.

G. Late Proposal

Proposals received after the scheduled closing time for filing Proposals will be returned to the Proposer unopened, unless such closing time is extended by Metro.

H. Execution

Each Proposal shall give the Proposer's full business address and bear its legal signature.

Proposals by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Proposals by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Proposal is signed by an agent who is not an officer of the corporation, or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the submission deadline or be submitted with the Proposal. Without such notice of authority, the Proposal shall be considered improperly executed, defective and, therefore, nonresponsive.

A Proposal submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

All signatures must be in longhand, with the name and title of the signer typed or printed below the signature.

To facilitate evaluation of Proposals, Metro requires that all Proposers adhere to the format, rules and procedures outlined by this RFP. Proposers that wish to take exception to, or comment upon, any provision within this RFP must document their concerns within the Proposal document.

³ A proposal may not be withdrawn by FAX unless so specified in the special conditions hereto attached.

Comments, conditions or exceptions should be thorough, succinct, well organized and, therefore, totally self-explanatory. The Proposal must leave no ambiguity, need no clarification, and allow no interpretation.

Metro may deem nonresponsive and, therefore, reject any Proposal which fails to conform with, abide by, or otherwise comply with any of the above requirements.

I. Examination of Scope of Work and Metro Contracting Provisions

It is understood that the Proposer before submitting his Proposal has made a careful examination of the Request for Proposal, including the scope of work, Metro contracting provisions and the personal services agreement; that he has fully informed himself as to the quality and character of the work required; that he represents himself as an expert in the subject matter of the Proposal; and that Metro is entitled to rely on the Proposer's expertise in the subject area of the Proposal.

J. Compliance

Each Proposer shall inform himself of, and the Proposer awarded a contract shall comply with, federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health and similar subjects.

K. Equal Employment Opportunity

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

L. Permits and Licenses

Each Proposer shall obtain and include in his Proposal the cost for all permits and licenses which may be required to perform the contract.

M. Conflict of Interest

A Proposer filing a Proposal thereby certifies that no officer, agent or employee of Metro has a pecuniary interest in this project or has participated in contract negotiations on behalf of Metro; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same call for Proposals; the Proposer is competing solely in its own behalf without connection with or obligation to any undisclosed person(s) or firm(s).

N. Recyclable Products

All Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

O. Terms

A Proposal may be rejected if it requires payment in less than thirty (30) calendar days after delivery or if it requires payment, in whole or in part, prior to delivery.

P. Resident/Non-Resident Proposers

Oregon law requires Metro, in determining the lowest advantageous Proposal, to add a percent increase to the Proposal of a non-resident Proposer equal to the percent, if any, of the preference given to that Proposer in the state in which that Proposer resides. Therefore, each Proposer must indicate whether it is a resident or non-resident Proposer. A resident Proposer is a Proposer that has paid unemployment taxes or income taxes in the State of Oregon during the twelve (12) months immediately preceding submission of the Proposal, has a business address in Oregon, and has stated in its Proposal that it is a "resident Proposer."

Q. Basis of Award

The award shall be made to the responsible Proposer(s) submitting the most advantageous Proposal to Metro. Any determination of the responsible Proposer(s) submitting the most advantageous Proposal and the award are subject to review and determination by the Metro General Counsel as to legal sufficiency of any Proposal submitted. Metro reserves the right to reject any and/or all Proposals in whole or in part, and to waive irregularities not affecting substantial rights.

VI. GENERAL CONDITIONS

A. Notice of Award

After the submission of Proposals, Metro will accept one of the Proposals, or a combination of Proposals, or reject all Proposals in accordance with the Basis of Award. The acceptance of the Proposal will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Proposal. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

B. Contract Acceptance

Through Proposal submission, each Proposer specifically agrees to all terms and conditions of the attached contract. In order to ensure equitable consideration of all Proposals, any requests for changes, additions or deletions to that contract must be requested in writing as part of and a condition to the Proposal. Metro reserves the right to consider and act upon any request to withdraw the Proposal.

C. Contract Execution

The successful Proposer shall, within seven (7) calendar days of Conditional Notice of Award, sign and deliver the above cited contract complete with all other Proposal requirements.

D. Contract Interpretation

This contract shall be construed as if written equally by both parties.

E. Foreign Contractor

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

F. Insurance

The Contractor shall purchase and maintain at his expense the following types of insurance covering the Contractor, and his employees and agents:

1. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its Councilors, department, employees and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

G. Workers' Compensation

The Contractor and all subsequent subcontractors shall comply with ORS 656.017 and provide Worker' Compensation benefits for all employees who work in the State of Oregon for more than ten (10) days. He shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

H. Notice of Assignment

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to and approval by the Procurement Officer.

I. Failure to Perform

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the original Proposer and Contractor shall pay the difference between the accepted Proposal price and the purchase price or accept an offset against any monies then owed by Metro.

J. Patents/Copyrights

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article or device that may enter into manufacture, construction or forms a part of the work covered by this contract.

H. Invoices

Invoices shall be prepared and submitted in duplicate to Metro, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736. One (1) copy shall be marked "Original - Attention: Accounts Payable," and one (1) shall be marked "Copy - Attention: Patrick Lee, Project Manager, Department of Planning."

Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices should also state the name of the unit or department and the date the merchandise was shipped or delivered.

I. Cancellation

Metro reserves the right to cancel this contract in whole or in part if the Contractor fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by a Change Order.

J. Law of State of Oregon

This contract is entered into within the State of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

VII. SPECIAL CONDITIONS

A. Proposal Format and Content

The format required for the proposal is as follows:

1. Letter of Transmittal (one-page maximum)
 - a. An identification of the firm involved in the proposal with a clear designation of lead contact person.
 - b. A statement that the proposal remain in effect for ninety (90) days after receipt of Metro.
2. Proposed Project Approach (six-page maximum) to each major component of the Scope of Work.
 - a. Community and Business Leader Interviews (one-page maximum)
 - b. Facilitate Blue Ribbon Committee (one-page maximum)
 - c. Public Opinion Survey (one-page maximum)

- d. Final Report (one-page maximum)
 - e. Suggested Revisions to Scope of Work/Optional Tasks, associated impact on project budget and completion timeframes and rationale for suggestion (two-page maximum)
3. Project Timeline (one-page maximum) indicating, as a minimum starting and ending dates of the major components of the Scope of Work, and date of delivery of required products to Metro.
4. Project Staffing Summary (two-page maximum)
- a. Identify the principal persons to be assigned to each major component of the scope of work for both the prime and any subconsultant(s).
 - b. Describe the specific role and responsibility proposed for each individual regarding this project and an estimate of time commitment for the individual.
 - c. Provide examples of past work and professional expertise related to the areas each member of the consultant team is assigned.
 - d. The primary consultant must assume responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.
5. Budget Summary (one-page maximum)
- a. Delineation of personnel by level (i.e., Principal, Professional and Administrative), hourly rate, person-days assumed by task and cost;
 - b. Delineation of materials and other direct costs;
 - c. Administrative support, overhead and profit; and
 - d. The maximum budget currently available for this contract is \$45,000. The consultant is encouraged to recommend alternative task and compensation increments for Metro's review and consideration. However, any costs in excess of \$45,000 would only be available pending a budget amendment approved by the Metro Council.

B. Minority and Women-Owned Business Program

Metro and its contractors will not discriminate against any person or firm based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

Metro extends equal opportunity to all persons and specifically encourages disadvantaged, minority and women-owned business to access and participate in this and all Metro projects, programs and services.

If any subcontracting is intended, Proposers are directed to Metro Code 2.04.100 and 2.04.200 governing utilization of minority and women-owned businesses.

Metro's Minority and Women-Owned Business Advocate is Mr. Amha Hazen. Mr. Hazen may be reached at 503/797-1714 during regular business hours should you have detailed questions about the program.

C. Evaluation

1. All proposals will be evaluated by an evaluation committee, and interviews may be conducted for those firms/proposals selected for further assessment.
2. Each consultant's approach paper and consultant staff credentials will be evaluated based upon the following criteria:
 - a. Proposer's expertise in public policy funding, engaging civic and business leaders in major public policy deliberations, meeting facilitation, knowledge and experience in formulating open space protection funding measures, and public opinion survey expertise (40 percent).
 - b. Appropriateness of the consultant's approach in meeting the objectives of the Scope of Work (30 percent).
 - c. References for successful projects (15 percent).
 - d. Cost of proposed service (15 percent).
 - e. It is Metro's intent to award one contract for this project. However, Metro reserves the right to select a consultant team from among the range of consultants submitting proposals and may offer a contract for only certain components of the Scope of Work.

D. RFP as Basis for Proposals

This RFP represents the most definitive, clear and complete statement of record that Metro will make concerning the vital details of this project.

E. Contract Type

Metro intends to award a Personal Services Agreement to the selected contractor. A copy of the standard contract form approved by Metro General Counsel is attached as Exhibit A. Any proposed changes in the language, construction or requirements of the contract must be raised and resolved as part of the RFP process. All respondents are, therefore, advised to review and clearly document any proposed changes to the contract and include this with their proposal.

F. Information Release

All proposers are hereby advised and through submission of a proposal agree and release Metro to solicit and secure background information based on the proposers information, including references provided in response to this RFP. Fully descriptive and complete information should, therefore, be provided to assist in this process and ensure the appropriate input.

EXHIBIT "A"

Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for maximum a sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the

Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor ___ days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Meeting Date: December 9, 1993
Agenda Item No. 7.3

ORDINANCE NO. 93-520

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

ORDINANCE NO. 93-520, DETERMINING WHICH FACILITIES CONTEMPLATED FOR TRANSFER FROM MULTNOMAH COUNTY TO METRO ARE PUBLIC CULTURAL, TRADE, CONVENTION, EXHIBITION, SPORTS, ENTERTAINMENT, OR SPECTATOOR FACILITIES, OR A SYSTEM OF PARKS, OPEN SPACES, OR RECREATIONAL FACILITEIS OF METROPOLITAN CONCERN

Date: November 8, 1993

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its November 4, 1993 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Ordinance No. 93-520. Voting were Councilors Gates, Hansen, Moore, and Wyers. Councilor Gardner was absent.

COMMITTEE DISCUSSION/ISSUES: Deputy Executive Officer Dick Engstrom and Senior Assistant Counsel Mark Williams presented the staff report. Following the report, Chair Gates opened a public hearing and two people testified.

Jean Ridings testified in support of the ordinance, identifying herself as a member of the Multnomah County Parks Advisory Committee.

Dale Archibald, Oregon Historical Society Curator, testified in support of the ordinance. He said there is strong cultural importance of the Pioneer Cemeteries and Bybee-Howell House. He said the cemeteries serve as an important source of genealogical research, including Native Americans and war veterans.

Chair Gates summarized the contents of a letter from Esther Lev in support of the ordinance. The letter is included in the record.

Councilor Hansen said she was working with Council staff to develop alternative ways to manage the Pioneer Cemeteries.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF DETERMINING)
WHICH FACILITIES CONTEMPLATED)
FOR TRANSFER FROM MULTNOMAH)
COUNTY TO METRO ARE PUBLIC)
CULTURAL, TRADE, CONVENTION,)
EXHIBITION, SPORTS, ENTERTAINMENT,)
OR SPECTATOR FACILITIES, OR A)
SYSTEM OF PARKS, OPEN SPACES, OR)
RECREATIONAL FACILITIES OF)
METROPOLITAN CONCERN.)

ORDINANCE NO. 93-520

Introduced by Rena Cusma,
Executive Officer

WHEREAS, Metro and Multnomah County were two key participants in the preparation of the Metropolitan Greenspaces Master Plan adopted July 1992, and the November 1992 bond measure to fund Metro acquisition of Greenspaces raised the issue of Metro's operations and maintenance capability; and

WHEREAS, Consolidation of County Parks and Metro Greenspaces personnel and policy implementation creates Metro operations and maintenance capability with experienced County personnel; and

WHEREAS, The County and Metro have been involved in extensive negotiations regarding transfer of regional parks, natural areas, golf courses, cemeteries, and trade/spectator facilities presently owned and operated by County to Metro; and

WHEREAS, The negotiating process produced a Memorandum of Understanding which stated proposed principles to govern an initial phase of transfer and consolidation; which expressed the intention of the County and Metro to approve a formal Intergovernmental Agreement consistent with those principles; and which anticipated that the

formal Intergovernmental Agreement would be prepared and approved as soon as possible;
and

WHEREAS, The Metro Council and the County Commission approved the Memorandum of Understanding; and

WHEREAS, The Metro Council and the County Commission are now in the process of negotiating and approving the Intergovernmental Agreement; and

WHEREAS, Section 6(1) of the 1992 Metro Charter authorizes Metro acquisition, development, maintenance and operation of public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and a system of parks, open spaces and recreational facilities of metropolitan concern; and

WHEREAS, Metro has determined that it is in the best interests of the region for Metro to enter into intergovernmental agreements with the County providing for Metro acquisition, development, maintenance and operation of those County Facilities which are public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and/or a system of parks, open spaces and recreational facilities of metropolitan concern; and

WHEREAS, The Council finds that it is desirable to determine, by Ordinance, which County Facilities are public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and/or a system of parks, open spaces and recreational facilities of metropolitan concern; and

WHEREAS, Sauvie Island Boat Ramp, Broughton Beach, M. James Gleason Boat Ramp, and Chinook Landing Marine Park provide public access to regionally significant

waterways (Willamette and Columbia Rivers) for recreational angling, boating and swimming; and

WHEREAS, Demographic information collected during the summer of 1993 at Chinook Landing Marine Park indicated that 23 percent of visitors were from outside of the County; and

WHEREAS, Howell-Territorial Park is listed on the National Register of Historical Places because of its cultural significance and was also identified as a regionally significant natural area in the Metropolitan Greenspaces Master Plan (MGMP); and

WHEREAS, Blue Lake Park annually serves between 250,000 and 350,000 visitors, of which 33 percent reside outside of the County; and

WHEREAS, Oxbow Park, Indian John Island, and four unnamed river access points provide recreational opportunities associated with the Sandy River, portions of which are identified as a regionally significant natural area in the MGMP and included in the State Scenic Waterway System, National Wild and Scenic River System, and Columbia Gorge National Scenic Area; and

WHEREAS, Beggars Tick Wildlife Refuge has been recognized by the U.S. Fish and Wildlife Service and MGMP as a regionally significant urban wetland which is hydrologically connected to Johnson Creek, which has also been identified as a regionally significant urban waterway by the MGMP; and

WHEREAS, Gary and Flagg Islands have been recognized by the MGMP as regionally significant natural areas because of their wildlife habitat and recreational values and are included in the Columbia Gorge National Scenic Area; and

WHEREAS, Bell View Point is located at the confluence of the Willamette and Columbia Rivers; both of which have been identified and recognized by MGMP as regionally significant natural areas; and

WHEREAS, Mason Hill and Multnomah Channel properties are located within a wildlife corridor which connects Forest Park with the Coast Range; and

WHEREAS, Larch Mountain is the headwaters of Buck and Gordon Creeks which have been recognized by the MGMP as regionally significant natural areas due to their importance as big game habitat and noted for native populations of salmon, steelhead and resident trout; and

WHEREAS, The Pioneer Cemeteries are an important cultural aspect of life in the Metro region, preserving important links to the region's cultural heritage and ancestral roots; and

WHEREAS, Exhibit 1, which is attached and incorporated herein by reference, identifies County Facilities which are proposed for transfer to Metro; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS:

Section 1. Determination of Jurisdiction.

1. The Portland Exposition Center currently operated by the County, otherwise known as "EXPO," and all facilities appurtenant to it, is a public trade, convention, or exhibition facility, within the meaning of Section 6(1)(b) of the 1992 Metro Charter.

2. Glendoveer Golf Course, currently operated by the County, and all facilities appurtenant to it, is a public sports facility, within the meaning of Section 6(1)(b) of the 1992 Metro Charter.

3. The Glendoveer Golf Course, currently operated by the County, and all facilities appurtenant to it, is and can be used for recreational purposes by persons throughout the Metro region, is regional in nature, and is also a recreational facility of metropolitan concern, within the meaning of Section 6(1)(d) of the 1992 Metro Charter.

4. The Pioneer Cemeteries currently operated by the County, which are identified as such in Exhibit 1, are a unique and valuable resource for the region, establishing important links to our regional cultural heritage and ancestral roots, and are public cultural facilities within the meaning of Section 6(1)(b) of the 1992 Metro Charter.

5. Certain parks, open spaces, and boat ramps currently operated by the County, which are identified as "Natural Areas and Regional Facilities" in Exhibit 1, are used and usable by persons throughout the Metro region, and/or constitute valuable open spaces and recreational facilities for the Metro region, and are parks, open spaces, and recreational facilities of metropolitan concern, within the meaning of Section 6(1)(d) of the 1992 Metro Charter.

6. It is appropriate for Metro to exercise jurisdiction over the facilities listed in paragraphs 1-5, above, and Metro shall exercise such jurisdiction.

////

Section 2. Emergency Clause.

1. Metro and the County have negotiated an Intergovernmental Agreement which calls for Metro to assume management and control of certain County Facilities, effective January 1, 1994.

2. It is necessary for the health, safety, and welfare of the Metro Region that this Ordinance take effect on January 1, 1994, so that Metro can assure proper budgeting and management of the County Facilities within the Metro budget, including but not limited to proper segregation of funds with respect to any Neighborhood Parks included among the County Facilities.

3. Pursuant to Section 39(1) of the 1992 Metro Charter, an emergency is declared, and this Ordinance shall take effect on January 1, 1994.

ADOPTED by the Metro Council this ____ day of _____, 1993.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

gl
1140

EXHIBIT 1

NATURAL AREAS AND REGIONAL FACILITIES

1. Mason Hill
2. Sauvie Island Boat Ramp
3. Multnomah Channel
4. Bybee-House & Howell Park
5. Bell View Point
6. M. James Gleason Memorial Boat Ramp
7. Broughton Beach
8. Beggars Tick Marsh
9. Glendoveer Golf Course & Fitness Trail
10. Blue Lake Park
11. Gary and Flagg Islands
12. Oxbow Park
13. Indian John Island
14. Larch Mountain Corridor
15. Chinook Landing Marine Park
16. Sandy River Access Points
17. Smith & Bybee Lakes Addition

PIONEER CEMETERIES

1. L. Jones
2. Grand Army of the Republic
3. Lone Fir
4. Multnomah Park
5. Brainard
6. Columbia Pioneer
7. White Birch
8. Escobar
9. Gresham Pioneer
10. Mt. View Stark
11. Douglass
12. Pleasant Home
13. Powell Grove
14. Mt. View Corbett

PUBLIC TRADE AND EXHIBITION FACILITY

Portland Exposition Center

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 93-520 FOR THE PURPOSE OF DETERMINING WHICH FACILITIES CONTEMPLATED FOR TRANSFER FROM MULTNOMAH COUNTY TO METRO ARE PUBLIC CULTURAL, TRADE, CONVENTION, EXHIBITION, SPORTS, ENTERTAINMENT, OR SPECTATOR FACILITIES, OR A SYSTEM OF PARKS, OPEN SPACES, OR RECREATIONAL FACILITIES OF METROPOLITAN CONCERN.

Date: October 20, 1993

Presented by:
Richard Engstrom
Mark B. Williams

PROPOSED ACTION

The Ordinance would determine which Multnomah County facilities are public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and/or a system of parks, open spaces and recreational facilities of metropolitan concern. The determination would be for those facilities contemplated for transfer from Multnomah County to Metro.

FACTUAL BACKGROUND AND ANALYSIS

The County and Metro have been involved in extensive negotiations regarding transfer of regional parks, natural areas, a golf course, pioneer cemeteries and the Portland Exposition Center. The negotiating process produced a Memorandum of Understanding which stated proposed principles to govern an initial phase of transfer and consolidation. In addition, the County and Metro as part of this process did agree that an Intergovernmental Agreement be developed that was consistent with the principles developed in the Memorandum of Understanding. That agreement has been transmitted to the County in draft form with the intent that the document be approved by both governing bodies as soon as feasible.

The Governmental Affairs Committee on October 7, 1993, directed staff to develop an ordinance which determined those County Facilities that are public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and/or a system of parks, open spaces and recreational facilities of metropolitan concern.

The Ordinance determines that the Sauvie Island Boat Ramp, Broughton Beach, M. James Gleason Boat Ramp, and the Chinook Landing Marine Park provide public access to regionally significant waterways (Willamette and Columbia Rivers) for recreational angling, boating and swimming. Further, demographic information collected during the summer of 1993 at Chinook Landing Marine Park indicated that 23 percent of the visitors were from outside of Multnomah County.

Blue Lake Park, determined to be a regional park, serves between 250,000 and 350,000 visitors annually of which 33 percent come from outside of Multnomah County.

Howell-Territorial Park is listed on the National Register of Historical Places because of its cultural significance and has been identified as a significant natural area in the Metropolitan Greenspaces Master Plan (MGMP).

Oxbow Park, Indian John Island, and four unnamed river access points provide recreational opportunities associated with the Sandy River, portions of which are identified as a regionally significant natural area in the MGMP and included in the State Scenic Waterway System, National Wild and Scenic River System, and the Columbia Gorge National Scenic Area.

Beggars Tick Wildlife Refuge, Gary and Flagg Islands and Bell View Point have been identified and recognized as regionally significant areas by the MGMP.

This Ordinance determines that Pioneer Cemeteries are an important cultural aspect of life in the Metro region and preserve important links to the region's cultural heritage and ancestral roots. The Ordinance defines them as public cultural facilities within the meaning of Section 6(l)(d) of the 1992 Metro Charter.

The Glendoveer Golf Course and all facilities appurtenant to it is determined to be a public sports facility within the meaning of Section 6(l)(b) of the 1992 Metro Charter. Further, it is determined that it can be used for recreational purposes by persons throughout the Metro region, is regional in nature and therefore a recreational facility of metropolitan concern within the meaning of Section 6(l)(b) of the 1992 Metro Charter.

It is determined that certain parks, open spaces, and boat ramps currently operated by the County identified as "Natural Areas and Regional Facilities" in Exhibit 1, are used and usable by persons throughout the Metro region, and/or constitute valuable open spaces and recreational facilities for the Metro region and are parks, open spaces, and recreational facilities of metropolitan concern within the meaning of Section 6(l)(d) of the 1992 Metro Charter.

It is determined that the Portland Exposition Center is a public trade, convention, or exhibition facility, within the meaning of Section 6(l)(b) of the 1992 Metro Charter.

It is intended that this Ordinance be considered simultaneously with the Intergovernmental Agreement at the first Metro Council meeting in November.


EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 93-520.

**METRO**

Date: December 1, 1993

To: Dick Engstrom, Deputy Executive Officer
Councilor Richard Devlin
Councilor Ruth McFarland
Councilor Ed Washington
Don Carlson, Council Administrator
Casey Short, Council Analyst

From: Mark B. Williams, Senior Assistant Counsel 

Regarding: "METROPOLITAN CONCERN" ORDINANCE
Our file: 7.§1.G

Attached please find, in redline/strikeout fashion, an amendment to the proposed "Metropolitan Concern" ordinance. The amendment simply adds a section saying that the Metro excise tax shall not apply to the County facilities until July 1, 1994. This is necessary for two reasons:

1. Because the IGA says that Metro will not impose the excise tax until July 1, 1994, without the County's approval; and
2. Because the excise tax section of the Code is inclusive, and would apply to the County facilities unless Metro takes specific action to exclude them by ordinance.

Please note that nothing in the ordinance actually requires Metro to impose an excise tax. Metro can amend the excise tax section of the Code whenever it sees fit, if it wishes to exclude the County facilities past July 1, 1994.

gl
1679

Attachment

BEFORE THE METRO COUNCIL

DRAFT

FOR THE PURPOSE OF DETERMINING)
WHICH FACILITIES CONTEMPLATED)
FOR TRANSFER FROM MULTNOMAH)
COUNTY TO METRO ARE PUBLIC)
CULTURAL, TRADE, CONVENTION,)
EXHIBITION, SPORTS, ENTERTAINMENT,)
OR SPECTATOR FACILITIES, OR A)
SYSTEM OF PARKS, OPEN SPACES, OR)
RECREATIONAL FACILITIES OF)
METROPOLITAN CONCERN.)

ORDINANCE NO. 93-520

Introduced by Rena Cusma,
Executive Officer

WHEREAS, Metro and Multnomah County were two key participants in the preparation of the Metropolitan Greenspaces Master Plan adopted July 1992, and the November 1992 bond measure to fund Metro acquisition of Greenspaces raised the issue of Metro's operations and maintenance capability; and

WHEREAS, Consolidation of County Parks and Metro Greenspaces personnel and policy implementation creates Metro operations and maintenance capability with experienced County personnel; and

WHEREAS, The County and Metro have been involved in extensive negotiations regarding transfer of regional parks, natural areas, golf courses, cemeteries, and trade/spectator facilities presently owned and operated by County to Metro; and

WHEREAS, The negotiating process produced a Memorandum of Understanding which stated proposed principles to govern an initial phase of transfer and consolidation; which expressed the intention of the County and Metro to approve a formal Intergovernmental Agreement consistent with those principles; and which anticipated that the

formal Intergovernmental Agreement would be prepared and approved as soon as possible;
and

WHEREAS, The Metro Council and the County Commission approved the Memorandum of Understanding; and

WHEREAS, The Metro Council and the County Commission are now in the process of negotiating and approving the Intergovernmental Agreement; and

WHEREAS, Section 6(1) of the 1992 Metro Charter authorizes Metro acquisition, development, maintenance and operation of public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and a system of parks, open spaces and recreational facilities of metropolitan concern; and

WHEREAS, Metro has determined that it is in the best interests of the region for Metro to enter into intergovernmental agreements with the County providing for Metro acquisition, development, maintenance and operation of those County Facilities which are public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and/or a system of parks, open spaces and recreational facilities of metropolitan concern; and

WHEREAS, The Council finds that it is desirable to determine, by Ordinance, which County Facilities are public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, and/or a system of parks, open spaces and recreational facilities of metropolitan concern; and

WHEREAS, Sauvie Island Boat Ramp, Broughton Beach, M. James Gleason Boat Ramp, and Chinook Landing Marine Park provide public access to regionally significant

waterways (Willamette and Columbia Rivers) for recreational angling, boating and swimming; and

WHEREAS, Demographic information collected during the summer of 1993 at Chinook Landing Marine Park indicated that 23 percent of visitors were from outside of the County; and

WHEREAS, Howell-Territorial Park is listed on the National Register of Historical Places because of its cultural significance and was also identified as a regionally significant natural area in the Metropolitan Greenspaces Master Plan (MGMP); and

WHEREAS, Blue Lake Park annually serves between 250,000 and 350,000 visitors, of which 33 percent reside outside of the County; and

WHEREAS, Oxbow Park, Indian John Island, and four unnamed river access points provide recreational opportunities associated with the Sandy River, portions of which are identified as a regionally significant natural area in the MGMP and included in the State Scenic Waterway System, National Wild and Scenic River System, and Columbia Gorge National Scenic Area; and

WHEREAS, Beggars Tick Wildlife Refuge has been recognized by the U.S. Fish and Wildlife Service and MGMP as a regionally significant urban wetland which is hydrologically connected to Johnson Creek, which has also been identified as a regionally significant urban waterway by the MGMP; and

WHEREAS, Gary and Flagg Islands have been recognized by the MGMP as regionally significant natural areas because of their wildlife habitat and recreational values and are included in the Columbia Gorge National Scenic Area; and

WHEREAS, Bell View Point is located at the confluence of the Willamette and Columbia Rivers; both of which have been identified and recognized by MGMP as regionally significant natural areas; and

WHEREAS, Mason Hill and Multnomah Channel properties are located within a wildlife corridor which connects Forest Park with the Coast Range; and

WHEREAS, Larch Mountain is the headwaters of Buck and Gordon Creeks which have been recognized by the MGMP as regionally significant natural areas due to their importance as big game habitat and noted for native populations of salmon, steelhead and resident trout; and

WHEREAS, The Pioneer Cemeteries are an important cultural aspect of life in the Metro region, preserving important links to the region's cultural heritage and ancestral roots; and

WHEREAS, Exhibit 1, which is attached and incorporated herein by reference, identifies County Facilities which are proposed for transfer to Metro; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS:

Section 1. Determination of Jurisdiction.

1. The Portland Exposition Center currently operated by the County, otherwise known as "EXPO," and all facilities appurtenant to it, is a public trade, convention, or exhibition facility, within the meaning of Section 6(1)(b) of the 1992 Metro Charter.

2. Glendoveer Golf Course, currently operated by the County, and all facilities appurtenant to it, is a public sports facility, within the meaning of Section 6(1)(b) of the 1992 Metro Charter.

3. The Glendoveer Golf Course, currently operated by the County, and all facilities appurtenant to it, is and can be used for recreational purposes by persons throughout the Metro region, is regional in nature, and is also a recreational facility of metropolitan concern, within the meaning of Section 6(1)(d) of the 1992 Metro Charter.

4. The Pioneer Cemeteries currently operated by the County, which are identified as such in Exhibit 1, are a unique and valuable resource for the region, establishing important links to our regional cultural heritage and ancestral roots, and are public cultural facilities within the meaning of Section 6(1)(b) of the 1992 Metro Charter.

5. Certain parks, open spaces, and boat ramps currently operated by the County, which are identified as "Natural Areas and Regional Facilities" in Exhibit 1, are used and usable by persons throughout the Metro region, and/or constitute valuable open spaces and recreational facilities for the Metro region, and are parks, open spaces, and recreational facilities of metropolitan concern, within the meaning of Section 6(1)(d) of the 1992 Metro Charter.

6. It is appropriate for Metro to exercise jurisdiction over the facilities listed in paragraphs 1-5, above, and Metro shall exercise such jurisdiction.

Section 2. Excise Tax

The provisions of Chapter 7.01 of the Metro Code shall not apply to any former Multnomah County facilities operated by Metro until July 1, 1994.

Section 23.

Emergency Clause.

1. Metro and the County have negotiated an Intergovernmental Agreement which calls for Metro to assume management and control of certain County Facilities, effective January 1, 1994.

2. It is necessary for the health, safety, and welfare of the Metro Region that this Ordinance take effect on January 1, 1994, so that Metro can assure proper budgeting and management of the County Facilities within the Metro budget, including but not limited to proper segregation of funds with respect to any Neighborhood Parks included among the County Facilities.

3. Pursuant to Section 39(1) of the 1992 Metro Charter, an emergency is declared, and this Ordinance shall take effect on January 1, 1994.

ADOPTED by the Metro Council this ____ day of _____, 1993.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

gl
1140



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
PARKS SERVICES DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

RECEIVED

NOV 19 1993

11:30 am
METRO SERVICES DISTRICT
OFFICE GENERAL COUNSEL

TO: Mark Williams
Metro

FROM: Charles Ciecko, Director *CC*
Park Services

DATE: November 17, 1993

SUBJECT: Additional Information regarding Metro Significance

Mark, here's a few more items to add to the files on the above-referenced topic.

Attachments

CCCK0558.MEM

GSR INC.
GOLF MANAGEMENT
1977-1993

11/3/93

Charles Ciecko
Mult. Co. Parks

Dear Charlie:

As I stated in our phone conversation it is my belief that Glendoveer gets participation through out the region and is not exclusively used by residents of Multnomah county. It has been my understanding through phone calls asking directions to the course and from casual conversations that we get substantial use from residents of Vancouver, the Sandy area and the west side of Portland. This has been noted time and time again. Because of our location and the ease of freeway access this is not surprising. I hope this answers your inquiry. If I can be of any further assistance please do not hesitate to call.

Sincerely,

Joe Hickey

Joe Hickey/GM Glendoveer golf course

Table 3-4
Counties by Descending Order of Use or Activity

Rank	Use Days	Activity Days	Fishing	Sailing	Jet Ski	Water Ski	Cruising
1	Multnomah	Multnomah	Multnomah	Multnomah	Multnomah	Multnomah	Multnomah
2	Clackamas	Clackamas	Tillamook	Lane	Lane	Clackamas	Clackamas
3	Lane	Lane	Douglas	Klamath	Clackamas	Jefferson	Jefferson
4	Tillamook	Douglas	Lincoln	Lincoln	Linn	Lane	Lane
5	Lincoln	Tillamook	Lane	Clackamas	Polk	Yamhill	Lincoln
6	Douglas	Lincoln	Coos	Coos	Douglas	Linn	Marion
7	Coos	Jefferson	Clackamas	Hood River	Jefferson	Marion	Columbia
8	Clatsop	Coos	Deschutes	Deschutes	Jackson	Douglas	Douglas
9	Jefferson	Clatsop	Clatsop	Marion	Marion	Klamath	Jackson
10	Jackson	Deschutes	Columbia	Morrow	Coos	Polk	Clatsop
11	Deschutes	Columbia	Jefferson	Clatsop	Lincoln	Jackson	Klamath
12	Columbia	Klamath	Baker	Jefferson	Curry	Washington	Linn

Multnomah County provides the most of every type of use and activity. Use days for Multnomah County (643,223) are more than twice the next ranked county, Clackamas County (302,191). The same is true for activity days. As in past surveys, Multnomah and Clackamas Counties provide very high boat use due to their proximity to high population areas and to convenient high-value boating water resources.

When it comes to fishing, however, five other counties (Tillamook, Douglas, Lincoln, Lane, and Coos) provide more fishing activity days than Clackamas; while Multnomah County provides only about 15 percent more fishing days (261,174) than the next ranked county, Tillamook County (227,962). Here it is apparent that the fishing resources of these other counties attract boaters interested in fishing and compete well against Multnomah County which has the advantage of proximity to a large population.

For sailing activities, Multnomah County (61,670) provides better than three times the next ranked county, Lane County (20,176) and more than ten times than Clackamas County (6,153). This is no doubt due to convenient access to the Columbia and Willamette Rivers from launch sites in Multnomah County by large population groups.

For jet skiing activities, Multnomah County (19,744) provides more than half again as many days as does Lane County (12,217), the next ranked county. Clackamas County (11,078), the third ranked county. Again, high population of these counties and proximity to good waters for jet skiing is a reason these counties show high use for this activity.

Multnomah County (124,954) provides more water skiing days than Clackamas County (94,490) by nearly a third, and more than double the next most used county, Jefferson County (62,470). Lake Billy Chinook provides the bulk of water skiing opportunities for Jefferson County to bring it in competition with Clackamas County for second place in this activity.

County of Residence

	County of Use									
	Baker	Benton	Clackamas	Clatsop	Columbia	Coos	Crook	Curry	Deschutes	Douglas
Baker	21,893	0	0	0	0	0	0	0	0	0
Benton	1,304	3,247	99	349	501	646	0	0	396	1,698
Clackamas	2,453	0	186,479	22,592	7,222	2,997	800	0	7,747	2,978
Clatsop	0	0	306	68,671	155	0	0	0	421	0
Columbia	717	0	120	13,613	68,289	0	0	239	2,032	848
Coos	566	0	0	0	0	35,547	0	7,278	3,266	16,241
Crook	0	0	0	0	0	0	1,774	0	417	0
Curry	0	0	0	705	0	3,624	0	47,811	554	2,013
Deschutes	2,135	0	190	971	0	5,294	2,809	0	60,745	14,169
Douglas	0	0	280	0	0	11,671	47	1,890	1,455	96,417
Gilliam	65	0	8	0	0	0	59	0	12	44
Grant	3,252	0	34	0	0	0	0	33	0	814
Harney	331	0	54	0	0	0	17	0	134	0
Hood River	0	0	38	80	0	455	318	0	3,340	0
Jackson	337	0	0	3,125	0	5,576	0	10,848	1,870	14,236
Jefferson	0	0	0	0	0	0	0	0	179	358
Josephine	0	0	0	0	0	2,150	0	11,792	272	9,170
Klamath	461	0	0	186	0	527	0	1,204	3,307	5,935
Lake	206	229	0	0	0	69	0	0	172	103
Lane	932	0	2,107	2,058	0	7,395	0	292	9,813	36,776
Lincoln	2,047	0	0	0	0	151	0	0	195	1,760
Linn	1,238	93	3,262	279	717	476	237	0	3,625	4,310
Malheur	22,433	0	142	0	0	0	94	0	425	1,651
Marion	1,808	362	24,143	3,204	1,834	2,155	410	0	9,221	11,062
Morrow	80	0	0	396	0	0	0	0	0	0
Multnomah	10,819	0	64,601	15,176	26,033	1,306	1,716	0	8,060	5,150
Polk	250	256	0	0	1,279	100	0	300	1,423	1,483
Sherman	48	0	0	0	0	0	0	0	33	0
Tillamook	0	0	426	540	0	925	0	0	298	1,005
Umatilla	4,047	0	0	1,189	0	0	105	0	162	48,659
Union	10,606	0	448	0	0	0	0	0	0	0
Wallowa	294	0	0	0	0	0	0	0	0	0
Wasco	0	0	270	405	315	0	0	0	0	0
Washington	1,667	0	28,998	22,453	17,503	1,379	529	3,213	4,154	4,778
Wheeler	103	0	0	0	0	0	5	0	7	0
Yamhill	781	0	691	1,114	1,769	416	364	0	1,014	2,923

County of Use

County of Residence

	Gilliam	Grant	Harney	Hood River	Jackson	Jefferson	Josephine	Klamath	Lake	Lane
Baker	0	0	0	0	0	0	0	0	0	0
Benton	0	0	0	0	0	2,047	0	150	0	5,240
Clackamas	0	0	0	266	0	14,978	0	1,016	0	3,132
Clatsop	0	0	0	258	0	516	0	0	0	0
Columbia	0	0	0	0	0	2,521	0	0	0	0
Coos	0	0	0	0	1,853	659	377	616	704	1,461
Crook	0	0	70	0	0	904	0	1,044	0	104
Curry	0	0	0	0	101	0	0	0	0	0
Deschutes	238	0	284	0	146	30,997	0	3,795	0	2,126
Douglas	0	0	46	0	612	1,365	1,231	2,259	0	4,757
Gilliam	231	28	0	0	0	4	0	8	0	0
Grant	0	67	0	0	0	82	0	0	0	0
Harney	0	0	70	0	0	0	0	0	0	90
Hood River	0	0	0	12,793	0	80	0	186	0	597
Jackson	0	0	0	0	99,022	0	20,490	14,169	238	237
Jefferson	0	0	0	0	0	21,087	0	0	0	443
Josephine	0	0	0	0	18,438	137	19,197	633	1,348	90
Klamath	0	0	0	918	4,393	7,236	0	61,537	3,480	93
Lake	0	0	0	0	366	206	0	160	0	0
Lane	0	0	0	0	2,255	4,656	629	14,802	0	205,891
Lincoln	0	0	0	0	0	0	0	729	0	2,721
Linn	0	0	0	0	0	6,231	0	192	0	5,083
Malheur	0	0	0	0	0	0	0	236	0	0
Marion	0	0	154	303	0	11,198	0	3,463	0	4,578
Morrow	0	0	0	0	0	79	0	0	0	0
Multnomah	0	0	0	1,249	0	29,284	0	1,594	0	10,986
Polk	0	0	0	0	0	556	0	0	0	554
Sherman	0	0	0	0	0	60	0	0	0	0
Tillamook	0	0	0	0	0	2,004	0	0	0	166
Umatilla	0	0	0	0	0	0	0	2,433	0	54
Union	0	45	0	0	0	655	0	0	0	0
Wallowa	0	0	0	0	361	0	0	0	0	0
Wasco	270	0	0	3,379	0	2,118	0	721	0	0
Washington	107	0	0	159	482	11,627	0	1,471	0	1,638
Wheeler	0	0	0	0	0	61	0	77	0	0
Yamhill	0	0	52	0	0	1,531	0	206	0	1,576

County of Residence

	County of Use									
	Lincoln	Linn	Malheur	Marion	Morrow	Multnomah	Polk	Sherman	Tillamook	Umatilla
Baker	0	0	0	0	0	0	0	0	0	198
Benton	11,303	2,994	0	0	2,206	600	0	300	401	0
Clackamas	14,915	1,224	0	5,771	642	107,340	0	1,275	40,258	1,064
Clatsop	0	0	0	0	0	0	0	0	419	0
Columbia	0	60	0	598	0	1,150	0	0	6,223	0
Coos	0	0	0	0	0	0	0	0	0	0
Crook	383	0	0	70	0	0	0	0	278	0
Curry	0	0	0	0	0	1,359	0	0	0	0
Deschutes	2,225	146	340	5,433	330	2,228	0	811	2,623	0
Douglas	187	140	190	0	0	949	0	0	426	101
Gilliam	0	0	40	0	97	16	0	103	96	119
Grant	33	130	16	0	0	0	0	102	68	0
Harney	0	0	2,032	34	0	0	0	1,587	0	0
Hood River	0	0	0	0	0	0	0	475	0	0
Jackson	1,060	0	0	0	0	2,843	0	0	626	0
Jefferson	0	0	0	0	0	0	0	0	60	0
Josephine	687	0	0	0	0	0	0	0	363	0
Klamath	466	0	483	0	0	0	0	232	0	0
Lake	23	0	23	0	0	0	0	0	0	0
Lane	7,847	4,061	442	0	146	13,195	786	1,161	1,221	0
Lincoln	111,784	101	0	0	340	0	0	0	1,608	389
Linn	20,287	62,264	0	4,454	0	0	0	0	2,197	0
Malheur	802	0	7,868	0	0	47	0	46	0	0
Marion	16,997	18,436	516	40,856	1,548	14,828	29,083	0	20,973	1,542
Morrow	0	0	0	0	6,956	0	0	0	79	1,986
Multnomah	25,766	3,235	2,131	5,751	0	421,837	0	1,379	46,813	1,183
Polk	5,049	4,997	0	2,906	0	1,228	7,874	150	1,483	0
Sherman	0	0	0	0	0	0	0	2,080	32	11
Tillamook	5,543	0	0	256	0	2,124	0	0	66,656	0
Umatilla	646	0	0	0	5,909	0	0	1,117	1,350	51,106
Union	0	0	0	0	0	0	0	2,238	398	3,177
Wallowa	0	0	0	0	0	0	0	90	0	19
Wasco	0	451	0	0	0	5,406	0	1,757	315	135
Washington	9,879	2,350	0	2,641	107	91,939	0	633	42,589	0
Wheeler	23	0	0	0	93	0	0	0	0	16
Yamhill	6,802	1,967	0	1,237	0	3,760	0	0	12,591	0

County of Use

County of Residence

	Union	Wallowa	Wasco	Washington	Wheeler	Yamhill
Baker	1,090	594	0	0	0	0
Benton	99	0	0	100	0	201
Clackamas	0	0	2,067	3,724	0	1,010
Clatsop	0	0	0	0	0	0
Columbia	0	0	120	0	0	0
Coos	0	0	0	0	0	0
Crook	0	104	70	0	0	0
Curry	0	0	0	0	0	0
Deschutes	0	0	2,280	0	241	0
Douglas	0	25	0	0	0	0
Gilliam	221	0	32	0	0	0
Grant	0	0	16	0	0	0
Harney	0	0	0	0	0	0
Hood River	0	0	272	0	154	0
Jackson	0	0	0	0	0	0
Jefferson	0	0	0	0	0	0
Josephine	0	227	0	136	0	183
Klamath	0	0	0	0	186	0
Lake	0	0	0	0	0	0
Lane	0	387	491	0	0	0
Lincoln	0	0	0	0	0	0
Linn	0	865	0	0	0	0
Malheur	0	1,928	0	0	0	0
Marion	0	0	0	360	0	12,151
Morrow	142	0	33	0	111	0
Multnomah	0	477	7,473	1,057	178	4,023
Polk	0	0	0	859	0	1,944
Sherman	0	0	127	0	0	0
Tillamook	0	0	0	0	0	0
Umatilla	703	483	2,107	0	0	0
Union	2,327	1,475	179	0	0	0
Wallowa	0	7,065	18	0	0	0
Wasco	0	0	21,941	0	1,262	0
Washington	0	370	6,441	23,758	204	8,171
Wheeler	0	0	0	0	130	0
Yamhill	0	0	0	5,936	0	14,864

File: Pioneer Cem
Misc. Articles

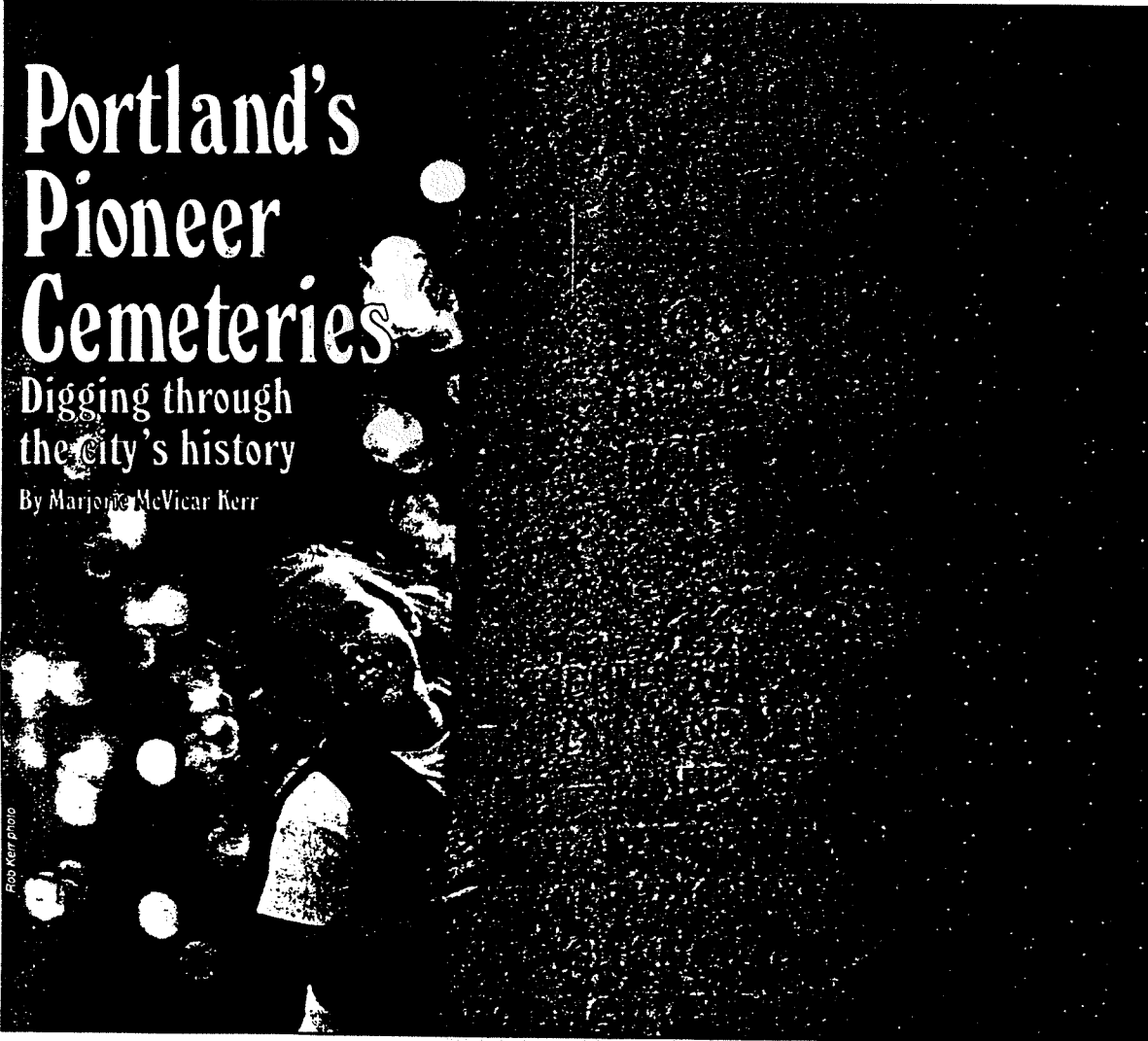
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This Week

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Portland's Pioneer Cemeteries

Digging through
the city's history

By Marjorie McVicar Kerr

Rob Kerr photo

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Spirits of Portland's past: A walking tour of Pioneer Cemeteries

By Marjorie McVicar Kerr

Sounds of the Central Catholic High School football team grunting out their drills carry across the street and through the trees, but they don't disturb the sleep of the souls at rest at Portland's historic Lone Fir Cemetery.

On fair days, joggers, picnickers and lovers make their way through poets, pioneers, a governor of the Oregon Territory and a whorehouse madam at Lone Fir, one of 14 Pioneer Cemeteries in Multnomah County.

A little digging around into the history of those cemeteries and their occupants uncovers a lot about the life of a city — from early fur-trapping and trading beginnings in the late 1830s, through a homesteading period around 1850 to 1870, to modern times.

Anyone with a ghost of an imagination finds these 14 graveyards alive with history, horticulture, wildlife, art and architecture. Not to mention a spirit or two.

Spread across the county on grounds as small as White Birch Cemetery's half-acre or as large as Lone Fir's 30-plus acres, Portland's Pioneer Cemeteries are like pocket parks. Originally situated outside of town or on the edge of rural settlements, the quiet resting spots now find themselves surrounded by the encroaching metropolis. In many cases, busy roadways and new residential developments border the graveyard fence. With time, Portlanders have become like ancient Romans, who buried their dead along their major highways as a constant reminder to the living.

Put on some walking shoes, grab a map and take a tour of Portland's Pioneer Cemeteries. No need to wear garlic around your neck — there're no evil spirits here. Just some interesting ghosts of Portland's past.

Lone Fir Cemetery

Lone Fir is the largest, and easiest to find, of Portland's Pioneer Cemeteries. You can spend a leisurely afternoon here, meeting the most colorful characters. Both the quick and the dead.

As you wander through the graveyard, you quickly discover two things: Lone Fir is home to some of Portland's most aggressive squirrels, and tombstones in this old cemetery are much more interesting, artistic and informative than the slender slabs you see marking the remains of many of the recently departed.

You'll find, for example, a monument to Mike Mitchell, a wandering minstrel known in his time as "the best jig dancer ever on the coast." When he died of exposure outside of a saloon in 1862, his marble memorial was inscribed:

*Here lies one who has taken steps
That won the applause of men;
But grim death came and took a step
Which he could not withstand.*

Sun, rain, wind, snow — and lawn mowers — have weathered names and dates off many stones, but messages carved in others still raise questions after scores of years:

*Jess Eric Nudsen
1899-1918*

*"Some where, some time, we'll understand."
Wanderers in search of the "rich and famous" find*



Reading the names on the headstones is somewhat like reading a road map of Portland streets

plenty of familiar names on Lone Fir's granite and marble markers. There's Asa L. Lovejoy, who lost the flip of the coin, thereby also losing the chance to name this city Boston instead of Portland. You'll find George L. Curry, governor of the Oregon Territory from 1853 to 1859, Thomas J. Dryer, first editor of *The Oregonian*, and Hannah McNemee, who was either the first or second child born to Oregon pioneers.

Reading the names on the headstones is somewhat like reading a road map of Portland streets. In addition to Lovejoy, we find Dr. James Hawthorne, D.H. Lowndale, Capt. John H. Couch, Erasmus D. Shattuck and Howard Northrup. History buffs will remember Eloisa Harvey, daughter of Dr. John McLoughlin, and Dr. W. Weatherford, pioneer physician.

A large stone monument marks the grave of Oregon poet Samuel L. Simpson. Despondent one day "from the effects of a spree," Simpson went down to the river intending to throw himself in. The loveliness of the water moved his mind from suicide to poetry and the lines of "Beautiful Willamette" resulted. Visitors to his grave can sit on a memorial bench and read those lines:

*Onward ever,
lovely river,
softly calling to the sea.
Time, that scars us,
maims and mars us,
leaves no track or trench on thee.*

Who's buried in Grant's tomb? The question comes to mind upon inspecting one impressive monument at

COVER PROFILE

Lone Fir. All marks of identification on the memorial have been removed, but according to cemetery history, it was erected by the madam of one of Portland's early French brothels, in memory of her sister. For reasons that are a Lone Fir mystery, the sister's body was removed and the names, dates and inscriptions were carefully chiseled from the monument. It stands to this day, but marks no known grave.

The largest monument in the cemetery is the Macleay mausoleum, built in 1877 for the impressive sum of \$13,500 by Scottish-born entrepreneur Donald Macleay. Macleay is remembered today for his donation to the city of a 130-acre parcel of timbered land that became the park that bears his name. The tall, Gothic mausoleum — with its stained-glass windows, arched doorways and watchful angels — draws noon-time brown-baggers and, unfortunately, after-hours beer-drinking vandals to rest in the shadows of its hallowed walls. (It also drew Madonna's attention recently and was featured in the burial scene in her movie, "Body of Evidence.")

What's in a name?

Lone Fir's name may confuse visitors who find themselves in a virtual inner-city arboretum when they



Squirrels and joggers alike seem to enjoy the peacefulness of Lone Fir Cemetery in Southeast Portland.

walk the cemetery grounds. The property is dense with ornamental plants and trees, including conifers, evergreens, chestnuts — even a "scion of the Washington Elm," brought 'round the horn in 1852 by Colburn Barrell, a descendant of a Revolutionary War soldier who served under George Washington. But around 1855, when Barrell first set aside a portion of his farm to bury a friend, the land was cleared except for a single fir. The adjoining countryside was forest. Long-time Lone Fir "residents" would marvel at the transformation of that countryside today.

A funeral at Lone Fir in earlier times involved nearly a full day's journey. Funeral-goers traveled from the undertaking parlors of Portland's west side, across the Willamette on a ferry from the foot of Stark Street, and over bumpy dirt roads through woods and marshes before arriving at the cemetery's entrance. Today schoolchildren with backpacks hurry home on the sidewalk outside the cemetery fence and a Tri-Met bus squeaks to a stop at the corner. Sounds of a jackhammer and a minor traffic jam are reminders of the power of progress and the inevitability of growth and change.

Let the spirit move you

Once you've captured the spirit at Lone Fir, visit

some of Portland's other pioneer graveyards. At Jones Cemetery, nestled up at the top of the hill at Sylvan, you can hear lions roaring from the zoo. Joggers and bicyclists making the loop through the two-and-a-half-acre grounds also can ponder the inscription on the headstone of Seymour Lehman, who died just three years ago:

*Beloved husband, father,
grandfather and great grandfather.
"You're on your own."*

Mountain View Cemetery (Stark) ranks at the top in the hard-to-find category of pioneer plots. (If you get to the street corner with the Alfred Baker Beech Tree Memorial, you've gone too far.) Located across from Mount Hood Community College, down from a Texaco station, this little cemetery fits the description on the sign that marks the road leading to it: Dead End.

Try a Sunday drive out to Pleasant Home Cemetery, a picture-pretty site next to a lovely old wooden church. Situated on a knoll with a view of Gresham orchards and farms, the cemetery also has a couple of friendly horses across the fence. Note the old-fashioned names on the tombstones — Enoch, Emil, Bertha, Agnes — and how many children preceded their parents to heaven in the early days.

You don't need a skeleton key

Portland's Pioneer Cemeteries are open until dusk. (No pets allowed.) History buffs and anyone interested in their family genealogy can dig up historical information, as well as family dirt, at the Pioneer Cemetery Records Center, 2115 S.E. Morrison St., Room 211; 248-3622.

Brainard Cemetery (1867), Northeast 90th Avenue and Glisan Street, Portland

Columbia Pioneer Cemetery (1877), Northeast 99th Avenue and Sandy Boulevard, Portland

Douglass Cemetery (1866), Hensley Road and Southeast 257th Avenue, Troutdale

Escobar Cemetery (1914), Southwest Walters Road and Littlepage Road, Gresham

Grand Army of the Republic Cemetery (1889), 9002 S.W. Boones Ferry Road, Portland

Gresham Pioneer Cemetery (1851), Southwest Walters Road, Gresham

Jones Cemetery (1854), Southwest Hewitt Boulevard and Humphrey Boulevard, Portland

Lone Fir Cemetery (1855), Southeast 26th and Morrison Street, Portland

Mountain View Cemetery — Corbett (1880), Smith Road and Evans Road, Corbett



Macleay Mausoleum

Mountain View Cemetery — Stark (1886), Southeast Stark Street and 257th Street, Gresham

Multnomah Park Cemetery (1888), Southeast K2nd Avenue and Holgate Boulevard, Portland

Pleasant Home Cemetery (1837), Bluff Road and Pleasant Home Road, Gresham

Powell Grove Cemetery (1848), Northeast Sandy Boulevard and 122nd Avenue, Portland

White Birch Cemetery (1888), Southwest Walters Road, Gresham

Marjorie McVicar Kerr, an occasional contributor to This Week, has a definite future as a ghostwriter.

Meeting Date: December 9, 1993
Agenda Item No. 8.1

RESOLUTION NO. 93-1877



METRO

DATE: December 3, 1993

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 8.1; RESOLUTION NO. 93-1877

The Governmental Affairs Committee report on Resolution No. 93-1877 will be distributed to Councilors in advance of the Council meeting December 9, 1993, and copies will be available for distribution at that meeting, also.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING AN)
INTERGOVERNMENTAL AGREEMENT)
BETWEEN MULTNOMAH COUNTY AND) Resolution No. 93-1877
METRO REGARDING TRANSFER OF)
REGIONAL PARKS, NATURAL AREAS,) Presented by Executive Officer,
GOLF COURSES, CEMETERIES, AND) Rena Cusma
TRADE/SPECTATOR FACILITIES)
PRESENTLY OWNED AND OPERATED BY)
MULTNOMAH COUNTY TO METRO)

WHEREAS, Multnomah County and Metro agreed to develop an Intergovernmental agreement that would transfer County park facilities, natural areas, and trade/spectator facilities to Metro; and

WHEREAS, a negotiating team representing the Multnomah County Board of Commissioners, the Metro Council, and the Executive Officer have negotiated the details of this Intergovernmental Agreement; and

WHEREAS, Metro has the authority under the 1992 Metro Charter to operate public exhibition, cultural, recreational facilities, and a system of parks and open spaces of metropolitan concern; and

WHEREAS, this first phase of consolidation shall be of limited duration pending full consolidation, including transfer of ownership of the county facilities to Metro, with the exception of any Neighborhood Parks; and

WHEREAS, adequate financial revenues are available from the Multnomah County Recreation fund to support the transferred programs; now, therefore,

BE IT RESOLVED,

That the Metro Council approves and authorizes the Executive Officer to execute the attached Intergovernmental Agreement to be effective January 1, 1994.

ADOPTED by the Metro Council this ____ day of _____, 1993.

Judy Wyers, Presiding Officer

INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreement Regarding Transfer of Regional Parks,
Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities
Presently Owned and Operated by Multnomah County to Metro.

This Agreement dated as of _____, 199__, is between Metro (METRO); and
Multnomah County (COUNTY).

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RECITALS:

1. METRO and COUNTY were two key participants in the preparation of the Metropolitan Greenspaces Master Plan adopted July 1992. The November 1992 bond measure to fund METRO acquisition of Greenspaces raised the issue of METRO's operations and maintenance capability. Consolidation of COUNTY Parks and METRO Greenspaces personnel and policy implementation creates METRO operations and maintenance capability with experienced COUNTY personnel.

2. The COUNTY and METRO have been involved in extensive negotiations regarding transfer of regional parks, recreational facilities, natural areas, golf courses, cemeteries, and trade/spectator facilities presently owned and operated by COUNTY to METRO.

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

4. The Metro Council and the County Commission approved the Memorandum of Understanding.

5. 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:

"Council" or "Metro Council" means the Metro Council provided for in the 1992 Metro Charter, or the lawful successor thereto.

"County" means Multnomah County, Oregon, or the lawful successor thereto.

"County Chair" means the duly elected Chair of the Multnomah County Board of Commissioners, or the lawful successor thereto.

"County Commission" means the Multnomah County Board of Commissioners, or the lawful successor thereto.

"County Facilities" means all park facilities (except Vance Park) and natural areas currently owned or operated by COUNTY, including but not limited to Glendoveer Golf Course; Pioneer Cemeteries; the Multnomah County Exposition Center (EXPO), including any COUNTY-owned property appurtenant to EXPO; and any new acquisitions of natural areas by COUNTY. A complete list of all properties contemplated for transfer is attached and incorporated herein as Exhibit 1.

"EXPO" means the Multnomah County Exposition Center, including any COUNTY-owned property appurtenant thereto.

"Metro" means Metro 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 or operated by Metro ERC.

"Metro Executive Officer" or "Executive Officer" means the duly elected Metro Executive Officer provided for in the 1992 Metro Charter or the lawful successor thereto.

"Neighborhood Parks" means those of the County Facilities which are identified as such in Exhibit 1, except Vance Park.

"Other Facilities" means present and future regional parks, natural areas, golf courses, cemeteries, and trade/spectator facilities other than the County Facilities and current Metro and Metro ERC Facilities.

SECTION 2

PURPOSE

The purpose of this Agreement is to provide for a two-phase consolidation of operation, management, and ownership of all regional park facilities, regional natural areas, and trade/spectator facilities presently owned and operated by COUNTY, including but not limited to Glendoveer Golf Course, Pioneer Cemeteries, and EXPO, into the mix of natural spaces and trade/spectator facilities currently owned or operated by METRO, and to provide for METRO operation and management of any Neighborhood Parks operated by COUNTY on a limited basis. The first phase of consolidation shall be of limited duration pending full consolidation, including transfer of ownership of the County Facilities to METRO, with the exception of any Neighborhood Parks. The first phase of consolidation is a management and operation agreement for all County Facilities managed and operated within the current

Multnomah County Recreation Fund. It is understood between COUNTY and METRO that the second phase of consolidation, including transfer of ownership, is of critical importance, and that PHASE I consolidation of operation and management is merely intended to promote a smooth and harmonious transfer of those County Facilities to METRO that are of "metropolitan concern" or otherwise within METRO's authority.

This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and COUNTY. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

SECTION 3

TERMS OF TRANSFER

A. Transfer of Operation and Management

Effective January 1, 1994, COUNTY hereby transfers all operational and management rights and responsibilities for the following programs, activities, properties and/or facilities currently budgeted in the Multnomah County Recreation Fund, along with all funds and revenues related to these programs, to METRO:

1. All park facilities (except Vance Park) and natural areas currently owned or operated by COUNTY;
2. Glendoveer Golf Course;
3. Pioneer Cemeteries;
4. EXPO; and

5. Any new acquisitions of regional natural areas by COUNTY subsequent to the date of this Agreement shall be transferred to METRO under the same terms and conditions set out in this Agreement for the other COUNTY facilities.

A complete list of all properties hereby affected is attached and incorporated herein as Exhibit 1.

These programs, activities, and facilities shall henceforth be referred to in this Agreement as the County Facilities, but, all said facilities other than any Neighborhood Parks will be identified exclusively as Metro-operated Facilities to the public and to users of those facilities, effective January 1, 1994. METRO shall have full power and authority to organize, manage, and operate the County Facilities as METRO deems appropriate.

B. Maintenance of Effort

METRO agrees to exert its best efforts to operate and maintain the EXPO, cemeteries, parks, recreation facilities, natural areas, established cultural and educational programs, natural and cultural resources, and all related appurtenances being transferred as part of this Agreement in a manner which assures sustainable and continuous public use, safety and enjoyment at a level at least equal to that maintained by the COUNTY prior to the transfer, provided that sufficient funds remain available for such purposes. In the event of a shortfall requiring program curtailment, METRO and COUNTY shall meet to discuss available options. Provided, however, that METRO may suspend swimming or other water-related activities in Blue Lake Park whenever METRO determines that such a suspension would be prudent for health or safety reasons.

C. Real and Personal Property

1. Effective January 1, 1994, COUNTY hereby transfers to METRO the right to beneficial use of all real and personal property comprising the County Facilities, including any personal property associated with the management or operation of the County Facilities. COUNTY shall not take any action with regard to the real property or personal property comprising the County Facilities that would interfere with management and operation of the County Facilities by METRO. During PHASE I of this Agreement, METRO shall list COUNTY as an additional insured on METRO property policies with respect to the County Facilities.

2. During PHASE I of this Agreement, COUNTY shall provide Multnomah County Fleet and Electronics service to provide maintenance and upkeep on all equipment associated with the County Facilities. COUNTY shall provide a standard of maintenance and upkeep at least equal to the standard previously kept by COUNTY for said equipment. COUNTY shall bill METRO for the cost of such services, in the same manner and at the same rate as charged to other COUNTY areas for comparable services. At METRO's option, such services and billing shall continue during PHASE II consolidation.

D. Contracts and Licenses

1. Effective January 1, 1994, COUNTY shall assign to METRO, all contracts, permits, rental agreements, and licenses to which COUNTY is a party and which are assignable without the consent of other parties. After January 1, 1994, these contracts, permits, rental agreements, and licenses shall be subject to management and control by METRO, or Metro ERC, as Metro shall designate.

2. Effective January 1, 1994, COUNTY shall assign to METRO all contracts, permits, rental agreements, and licenses to which COUNTY is a party, the assignment to be effective January 1, 1994, or upon obtaining the consent of the other parties thereto, whichever occurs later. Upon the effective date of assignment, these contracts, permits, rental agreements, and licenses shall be subject to the management and control of METRO, or Metro ERC as Metro shall designate. METRO shall perform all obligations of COUNTY as set forth in the assigned contracts and shall not permit any contract to be defaulted by action or inaction.

E. Multnomah County Recreation Fund

Effective January 1, 1994, COUNTY will transfer to METRO all funds less current obligations contained within the Multnomah County Recreation Fund generated by, or attributed to the County Facilities. Said funds shall include all revenues attributable to the County Facilities, now or in the future, from whatever source. COUNTY represents, and warrants, that all funds currently contained within the Multnomah County Recreation Fund are properly contained within that fund in full compliance with all applicable laws and regulations. By way of example and not as a limitation, transfer of funds under this Agreement shall include the current balances of dedicated trust funds or accounts held by the Parks Division, including the Blue Lake Outdoor Performing Arts Stage Fund, the Oxbow Park Nature Center Fund, the Willamina Farmer Trust Fund, and the Tibbetts Flower Fund, provided, however, that those funds shall be used exclusively for their dedicated purposes, and in accordance with the terms of any applicable trust documents. Metro shall maintain

any special trust funds or accounts in accordance with the requirements of all applicable public budgeting laws.

1. Retention for Incurred Expenses. COUNTY shall retain a maximum of \$100,000 to pay expenses incurred prior to January 1, 1994, but not yet paid. By March 1, 1994, COUNTY shall provide METRO with an accounting of all expenses paid and shall forward any remaining balance to METRO. COUNTY acknowledges that liabilities for Multnomah County Recreation Fund expenditures incurred through December 31, 1993, remain the responsibility of the COUNTY. Payroll, invoices and bills for goods and services incurred prior to January 1, 1994, and consistent with the existing Recreation Fund Budget and special trust fund or account agreements shall be forwarded to the COUNTY for payment. COUNTY agrees to promptly pay all such liabilities and expenses incurred prior to January 1, 1994. COUNTY agrees to hold METRO harmless from liability for Recreation Fund, special trust fund and account expenditures incurred through December 31, 1993. Any expenses incurred prior to January 1, 1994, are to be paid out of the \$100,000 retained to pay such expenses. It is agreed that should an expense incurred prior to January 1, 1994, or a revenue earned or received at any time, be received after the final transfer of funds, the COUNTY will forward the expense or revenue to METRO within 15 days of receipt of any such times and METRO will be responsible to take appropriate action.

2. Natural Areas Acquisition and Protection Fund. The parties agree that maintaining the purpose and integrity of the County's Natural Areas Acquisition and Protection Fund is of the highest importance. The parties agree that the Natural Areas Acquisition and Protection Fund shall be maintained for its stated purpose, in accordance

with Multnomah County Resolution No. 93-338 (attached as Exhibit 2). It is agreed by the parties that the proceeds from any further sales of the property known generically as "the Edgefield property" or "Edgefield Manor" shall be placed within the Natural Areas Acquisition and Protection Fund, consistent with Multnomah County Resolution No. 93-338.

3. Expenditures from Natural Areas Acquisition and Protection Fund. The COUNTY and METRO will cooperate to develop an annual budget proposal for the Natural Areas Fund, to be presented and adopted by the Board of County Commissioners in their annual budget process. The budget approved by the Board of County Commissioners for the Natural Areas Fund shall be consistent with purposes and priorities as identified in the Multnomah County Natural Areas Protection and Management Plan. The COUNTY shall fully reimburse METRO for expenses incurred by METRO for those portions of the Natural Areas Fund budget to be implemented by METRO, including compensation and benefits for COUNTY personnel transferred to METRO whose compensation is currently budgeted out of the fund. Prior to the expenditure of funds for acquisition of land or other easements, METRO shall consult with the COUNTY and receive Board of County Commissioners approval of the acquisition. The Board of County Commissioners shall not withhold approval of acquisitions and expenditures which are consistent with the purposes contained in the Natural Areas Protection and Management Plan.

4. Capital Improvements/ADA Compliance. The parties agree that the COUNTY shall complete and carry out any currently budgeted capital improvements and/or ADA compliance projects planned for the COUNTY facilities, regardless of whether funds for such improvements/projects are budgeted in the Multnomah County Recreation Fund or elsewhere

in the COUNTY's budget. COUNTY shall complete these improvements/projects by transferring the appropriate budgeted funds to Metro upon the effective date of this Agreement, unless the parties agree upon an alternative method of completion.

F. Metro Regional Parks/Expo Fund

1. Effective no later than January 1, 1994, METRO shall establish a new recreation fund as part of the METRO budget, known as the Metro Regional Parks/Expo Fund. All funds formerly in the Multnomah County Recreation Fund shall be transferred to the Metro Regional Parks/Expo Fund. All revenues attributable to the County Facilities, from whatever source, shall be placed within the Metro Regional Parks/Expo Fund. The Metro Regional Parks/Expo Fund shall be spent only on the operation, management, marketing, maintenance, and improvement of the County Facilities, which shall include any overhead or central services charges which METRO attributes to the County Facilities for provision of services by METRO or Metro ERC.

2. In no event shall METRO be required to fund and/or subsidize the County Facilities or the Metro Regional Parks/Expo Fund with funds from any other METRO program, activity, or fund, provided, however, that METRO may, in its sole discretion, and, excepting any Neighborhood Parks, transfer METRO funds to the County Facilities or the Metro Regional Parks/Expo Fund, whenever it determines that it is in the regional interest to do so. In the event that METRO does transfer METRO funds to the County Facilities or the Metro Regional Parks/Expo Fund, METRO may transfer such funds back to METRO whenever and in such a manner as it sees fit. METRO may charge a reasonable rate of interest for METRO funds transferred to the County Facilities or the Metro Regional

Parks/Expo Fund. METRO may transfer funds from one COUNTY facility to another as it sees fit. However, no funds from any other METRO program, activity or fund shall be used for maintenance and operation of any Neighborhood Parks identified in Exhibit 1.

G. Money Transfers, Accounting, and Auditing

1. Receivables. COUNTY hereby assigns to Metro as of January 1, 1994, all COUNTY accounts receivable and other receivables existing as of that date or thereafter accruing which pertain to the County Facilities.

2. Adjustments Following Audit. A portion of COUNTY's official independent audit for FY 1993-94 shall cover all COUNTY operations for the entire period ending December 31, 1993. On completion and acceptance by COUNTY of the portion of the official COUNTY independent audit covering COUNTY for FY 1993-94, adjustment shall be made in the amounts of any funds and receivables transferred pursuant to this Agreement as indicated by the audit so as to bring the amounts retained by COUNTY with respect to any funds applicable to the County Facilities to zero. In the event of excess transfers to METRO, METRO shall refund the amount of the excess to COUNTY as appropriate. In the event of deficient transfers to METRO, COUNTY shall transfer the amount of the deficiency to METRO for use as provided herein. COUNTY shall encourage its auditors to complete the portion of the audit covering the County Facilities as quickly as possible. Any dispute between the parties regarding funds to be transferred shall be resolved pursuant to Section 5 of this Agreement.

3. Event and Concession Bank Accounts. To the extent that COUNTY maintains in its name, or in the name of any of the County Facilities, bank accounts into which

COUNTY deposits event- and concession-related revenues, from which it pays event- and concession-related expenses including amounts owing to COUNTY from the event sponsors and concessionaires, and from which it pays the balance after expenses to the event sponsors and concessionaires, on January 1, 1994, ownership of the accounts shall be transferred to METRO, or the accounts may be closed and the account balances transferred to new accounts opened by METRO or Metro ERC, or some comparable change may be made, as determined by METRO. COUNTY shall execute whatever documents are necessary to accomplish the change.

4. Financial Reporting. For financial reporting purposes the parties agree that METRO will be the primary government for financial reporting of the activities covered under this Agreement and transferred to METRO as defined in Governmental Accounting Standards Board (GASB) Statement 14. While only EXPO is currently contemplated for management by the Metro ERC component unit of METRO, to avoid future uncertainty regarding the status of any functions transferred, the following states the facts of the transfer (as outlined in GASB Statement 14):

- (a) METRO appoints all members of Metro ERC, pursuant and subject to Chapter 6 of the Metro Code.
- (b) METRO is able to impose its will, as defined in GASB Statement 14, on Metro ERC for operations of EXPO, which includes budgetary, financial, and other management controls.

(c) Upon the date of transfer, METRO is solely responsible for any financial benefit or burden from the operations and management of the EXPO by Metro ERC.

(d) All functions transferred to METRO as part of the Agreement which are not managed by Metro ERC are not legally separate entities and METRO holds all the corporate powers as defined in GASB Statement 14, paragraph 15. As such, these functions are to be reported as part of METRO'S primary governmental financial activity.

H. EXPO/Multnomah County Fair

1. EXPO shall be managed and operated by METRO by and through its Metropolitan Exposition-Recreation Commission, subject to whatever changes the Metro Council may from time to time make in the management, operation, or existence of its Metropolitan Exposition-Recreation Commission.

2. METRO shall assume responsibility for the EXPO master plan process begun by COUNTY. This shall include implementation of the "Portland Exposition Center Facilities Plan," prepared by COUNTY, to the extent feasible as determined by further studies, further METRO/Metro ERC planning efforts, and by the availability of resources for implementation.

3. COUNTY represents and warrants to METRO (a) that the current arrangements surrounding the Multnomah County Fair, the Multnomah County Fair Board, and Multnomah County, which, inter alia, require the Fair to pay a fee for the use of EXPO, are lawful, proper, and in full compliance with the provisions of any agreements, deeds,

duties, or contracts, express or implied, which exist regarding the Fair or EXPO, and (b) that Multnomah County has full authority to enter into and carry out this Intergovernmental Agreement insofar as EXPO, the Multnomah County Fair, and all other County Facilities are concerned. The provisions of Section 3(M)(1) shall include any claims made by or on behalf of the Multnomah County Fair, the Multnomah County Fair Board, any users of the Fair, or any parties claiming contractual rights, including claims of any third party beneficiaries, with respect to EXPO, the Fair or the COUNTY's past, present, or future actions with respect to EXPO or the Fair. The Multnomah County Fair shall continue to be the sole and exclusive responsibility of COUNTY. METRO shall continue to make EXPO space and expertise available for the Multnomah County Fair, through a contract(s) with the Multnomah County Fair Board. COUNTY may specify the dates for the fair. COUNTY shall give METRO reasonable notice of such dates consistent with normal business practice.

4. Both the COUNTY and METRO recognize the value of the County Fair to the community and are committed to the future success of the County Fair. Based on the Fair's historical relationship to EXPO, during and for the calendar years of 1994 and 1995 METRO agrees to the following: (a) METRO shall not charge the Fair rent for the use of EXPO; (b) the Fair may maintain its current storage area at EXPO in a manner substantially similar to existing historical practice; (c) METRO shall provide the Fair with staff support services for set-up, breakdown, facility maintenance, and consulting by permanent full-time METRO or Metro ERC employees at no charge, but will pass through any out-of-pocket expenses incurred in connection with the Fair, in accordance with standard Metro ERC policies and practices; (d) Metro Parks staff shall provide greenhouse space, labor, and planting to the

Fair at no charge, in a manner substantially similar to existing historical practice; (e) in the event that COUNTY hires a Fair Manager, METRO shall provide office space at EXPO without rental charge; (f) during the Fair any net concession or parking revenue at the Fair shall be considered revenues of the Fair. In the event that the COUNTY hires a Fair Manager, or other personnel to assist with the Fair, those positions shall be the exclusive responsibility of the COUNTY, and shall be funded in all respects by the COUNTY. Continuation of any special considerations granted to the Fair in this paragraph shall be jointly reviewed by the COUNTY and METRO within the framework of negotiations toward PHASE II transfer of ownership.

I. Park Facilities, Cemeteries, Natural Areas, and Glendoveer Golf Course

All park facilities, natural areas, cemeteries, and golf courses transferred pursuant to this Agreement shall be incorporated into a new Metro Parks and Greenspaces Department, to be established, operated, and managed by METRO; provided, however, that these facilities may be combined for operations purposes with other programs, projects, or operations, as determined to be appropriate by METRO, provided that METRO shall notify COUNTY prior to any major realignments or reorganizations.

J. Personnel

Effective January 1, 1994, all staff presently budgeted in the County Recreation Fund shall be transferred to METRO. METRO agrees that all COUNTY employees transferred to METRO by this Agreement shall be held harmless from any layoffs or reductions in force directly related to the City of Portland/METRO/Oregon Arena Corporation agreement. All COUNTY employees transferred to METRO by this Intergovernmental Agreement shall be

permitted to transfer any accrued vacation time and any accrued sick time with them to METRO, to the extent and in the manner permitted by ORS 236.610(2). COUNTY shall be responsible for any obligations which might exist with respect to accrued compensation time or personal leave, as well as with respect to accrued vacation time in the event that any employee elects not to transfer over 80 hours of vacation time pursuant to ORS 236.610(2). COUNTY shall pay to METRO an amount determined to be the cash equivalent of the amount of vacation time transferred by each employee, in addition to any other funds to be transferred by COUNTY to METRO pursuant to this Agreement. METRO shall provide space in its new Metro Regional Center for the Parks administrative staff transferred as part of this Intergovernmental Agreement. This Intergovernmental Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and the COUNTY. This Intergovernmental Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever. It is the specific intention of the COUNTY and METRO that the rights, if any, of any employees transferred under this Intergovernmental Agreement shall be governed exclusively by ORS 236.610 to 236.650 and adjudicated via the procedures provided by those statutes and no other.

K. User Fees

METRO shall have the sole responsibility and authority to set user fees for any or all of the County Facilities except that METRO shall not increase user fees for County Facilities prior to July 1, 1994, without the joint agreement of the COUNTY and METRO.

L. Excise Tax

METRO shall have the sole responsibility and authority to exact an excise tax on all programs and activities comprising, or taking place at, the County Facilities, except that METRO shall not increase or impose such an excise tax prior to July 1, 1994, without the joint agreement of the COUNTY and METRO. Any excise tax receipts shall not be restricted to the benefit of the County Facilities, but shall be used for any public purpose deemed appropriate by METRO.

M. Indemnification

1. COUNTY, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act; ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO, Metro ERC, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place prior to January 1, 1994, arising from the operations of the County Facilities. COUNTY's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated prior to January 1, 1994, or is the result of conditions which were created prior to January 1, 1994.

2. METRO, to the maximum extent permitted by law, subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and

save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place on or after January 1, 1994, arising from the operations of the County Facilities by METRO or Metro ERC. METRO's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated on or after January 1, 1994, or is the result of conditions which were created on or after January 1, 1994. Provided, however, that during PHASE I of this Agreement, METRO's duties of indemnification and defense shall be limited to the amount transferred by COUNTY to METRO as provided in Section 3(F)(1).

3. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO, Metro ERC, and COUNTY, 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 person other than METRO, COUNTY, and their respective officers, employees, and agents.

N. County Ordinances/Services

1. All COUNTY resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities in force and effect on January 1, 1994, shall remain in force and effect with regard to the County Facilities until superseded or repealed by any ordinance, resolution, executive order, procedure or rule duly adopted or

promulgated by METRO, subject, however, to any restrictions contained in paragraphs K and L. In the case of EXPO, METRO may delegate its authority to supersede or repeal previous COUNTY directives to Metro ERC. COUNTY shall cooperate and assist METRO in the implementation of any METRO action to supersede or repeal previous COUNTY directives that may require COUNTY action to amend COUNTY ordinances.

2. METRO shall have full power and authority to enforce any COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities, to the full extent that COUNTY possesses such authority. In the case of EXPO, METRO may delegate its enforcement authority to Metro ERC.

3. Notwithstanding any other provisions herein, COUNTY shall continue to provide any services, including but not limited to, health-related or law enforcement services, that it has previously provided to the County Facilities, including but not limited to the provision of inmate labor services, in at least the same manner and to the same extent that such services were provided prior to transfer. COUNTY may bill METRO for the cost of such services only to the extent that COUNTY bills other COUNTY programs for the cost of such services. In addition, the COUNTY shall continue to pay property assessments on County Facilities and shall continue its annual contribution to the Oregon Historical Society, for the operation of the Bybee-Howell House, until implementation of PHASE II (transfer of ownership). Provided, however, that METRO shall pay the impending sewer assessment and property taxes for Glendoveer Golf Course out of the County Recreation Fund transferred to

METRO. During PHASE I of this Agreement, COUNTY shall provide space for cemetery personnel, including garage and storage space, at no charge.

4. The Multnomah County Parks Advisory Committee shall continue in its present capacity until such time as METRO creates a Regional Parks Advisory Committee. It is anticipated by the parties that the current Multnomah County Parks Advisory Committee shall become an important part of any future Regional Parks Advisory Committee.

O. Transition Team

To ensure a smooth transition of services, a transition team will be established consisting of the Director of Environmental Services from Multnomah County, a representative of the County Chair, the Deputy Executive Officer of METRO, the Metro Council Administrator, and the General Manager of the Metro ERC facilities. This team will be responsible for information sharing among the agencies, resolution of minor contract disputes, and coordination of services. This transition team will meet as needed until PHASE II of this Agreement.

P. Reporting Requirements

METRO shall provide the Director of Environmental Services with a written report on activities within the County Facilities on a quarterly basis. This report shall include a financial status on the COUNTY programs, a summary of activity level at each facility, and a brief narrative of unusual or important issues or situations that have occurred during the reporting period. This report is due to the COUNTY no later than October 25, January 25, April 25 and July 25.

In addition, METRO shall advise the Director of Environmental Services in writing immediately in the event of fee changes, ordinance revisions, significant organizational changes within COUNTY programs, and/or major changes in policy which affect County Facilities or programs.

Q. Neighborhood Parks

The Neighborhood Parks shall be transferred to Metro in accordance with this Agreement for operational and management purposes only. It is understood that the level of maintenance for Neighborhood Parks shall not exceed that provided by the COUNTY at the time of transfer, except as may be required by law. The provisions of Section 7, PHASE II Transfer of Ownership, shall not be construed so as to apply to any Neighborhood Parks. It is anticipated by the parties that operation, management, and possibly, ownership of the Neighborhood Parks shall be transferred by COUNTY to the City of Portland, or some other entity. METRO shall cooperate with any COUNTY directives regarding appropriate transfer of Neighborhood Parks' operation, management, and/or ownership. At all times, METRO's operation and management of any Neighborhood Parks shall be pursuant to this intergovernmental agreement, and shall be fully compensated. METRO may direct any surplus resulting from the operation and management of the other County Facilities towards the cost of operating, managing, and otherwise maintaining the Neighborhood Parks. In the event that any surplus resulting from the operation and management of the other County Facilities is insufficient to cover the cost of operating, managing, and otherwise maintaining the Neighborhood Parks, METRO shall be fully reimbursed for said costs by COUNTY. METRO may, in its discretion, establish a separate Neighborhood Parks Account within the

Metro Regional Parks/Expo Fund referred to in Section 3(E), in order to assure proper segregation of Neighborhood Parks costs.

SECTION 4

RECORDS AND INFORMATION

A. County Records Requested by Metro/Metro ERC

If requested by METRO or Metro ERC, and to the extent permitted by law, COUNTY shall provide to METRO or Metro ERC either the originals or copies of any records in its possession regarding the County Facilities, including any records in any electronic format. 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. Records and Information to be Provided in Advance of Effective Date

In addition to any records requested by METRO or Metro ERC, COUNTY shall provide the following records and information as soon as possible, and in no event later than December 1, 1993:

1. A specific list of all funds to be transferred, their financial history, current fund balance, and restrictions on usage and collection, if any.
2. An inventory of all fixed assets, including depreciation schedule and book value.

3. An inventory of all personal property to be transferred, including any maintenance agreements.
4. A list of all current contracts applicable to the County Facilities, including but not limited to service, vendor, and exhibitor contracts, with copies attached.
5. A compilation of all policies, ordinances and regulations which govern the operations of the County Facilities.
6. A list of any unwritten agreements, practices, or understandings which customers of the County Facilities may expect to be continued.
7. A list of all staff to be transferred, including payroll records, general ledger account balances, current COUNTY classifications, job descriptions, and any current assignments.
8. A list of current or foreseen assessments against property.
9. Any estimates or studies, complete or incomplete, of any structural improvements needed or recommended for the COUNTY facilities, including any safety recommendations.
10. A list of all services provided by the COUNTY to the COUNTY facilities by other COUNTY departments or divisions, and any internal COUNTY charges imposed for such services.
11. A description of any known environmental hazards or exposures, including but not limited to underground fuel tanks, PCBs, and asbestos.

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SECTION 5

DISPUTE RESOLUTION

A. Exhaustion of Dispute Resolution Process Required

Neither party shall resort to litigation to enforce any of the terms of this agreement unless and until the dispute resolution process established in this section has been completed, provided, however, that a party may institute litigation in a court of competent jurisdiction to require a party to participate as provided herein.

B. Procedure

In the event of a dispute arising under this Agreement between the parties, the parties shall first attempt to resolve the dispute by negotiations with each other in good faith. In the event that such negotiations do not provide a mutually-agreeable settlement, either party may initiate the following dispute resolution process:

1. The initiating party shall give written notice of initiation of dispute resolution proceedings to the Metro Executive Officer, to the County Chair, and to a person mutually agreed to by the Metro Executive Officer and the County Chair. 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 unless, within 60 days of receipt of the decision of the Committee, the governing board of either party by duly adopted resolution gives written notice of its rejection of the decision.

SECTION 6

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, provided that the party has first exhausted its remedies under Section 5 of this Agreement. 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 7

TERMINATION

A. Termination by Mutual Agreement

The parties may terminate this Agreement at any time prior to PHASE II transfer of ownership by mutual written agreement. The procedure on termination by mutual agreement shall be determined by the termination agreement.

B. Automatic Termination

In the event that the parties do not reach a mutual written agreement for PHASE II transfer of ownership by January 1, 1996, this Agreement shall terminate effective June 30, 1996. On the effective date of the termination, the events described in subsection (D)(1-9) of this Section shall occur.

C. Unilateral Termination

In the absence of a signed written agreement among the parties hereto then in existence for PHASE II transfer of ownership, or a signed written termination agreement pursuant to paragraph A of this section, then COUNTY or METRO 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 six (6) months after the date of the notice. On the effective date of the termination, the events described in subsection (D)(1-9) of this Section shall occur.

D. Termination Procedure

In the event of termination, subject to compliance with any statutory requirements, the following shall occur:

1. After the date of termination, all revenues from and expenditures for the County Facilities shall be treated as COUNTY revenues and expenditures, except to the extent that METRO has transferred METRO or Metro ERC funds to the County Facilities;
2. All METRO and Metro ERC accounts receivable and other receivables related to County Facilities existing on the termination or thereafter accruing shall be assigned to COUNTY, and COUNTY shall be responsible for payment of all METRO and Metro ERC

accounts payable and other obligations existing as of that date or thereafter related to the County Facilities;

3. All monies in METRO and Metro ERC funds related to County Facilities shall become the property of COUNTY and shall be transferred to COUNTY, with the exception of any METRO or Metro ERC funds which have been transferred to the County Facilities, said transfer shall be accomplished in substantially the same manner in which funds were transferred to METRO originally;

4. All event and concession bank accounts related to the County Facilities shall be transferred to COUNTY subject to all outstanding checks or authorized demands for payment issued by METRO prior to the termination date;

5. All records related to County Facilities shall become the property of COUNTY and shall be transferred to COUNTY;

6. COUNTY shall comply with ORS 236.610 et. seq., to the extent applicable, with respect to all personnel whose positions are included in the budgets for County Facilities;

7. All contracts, permits, rental agreements, and licenses or portions thereof related to the County Facilities, or fixed assets or personal property funded by the County Recreation Fund shall be assigned to COUNTY;

8. All other charges, allocations, and transfers as are necessary or desirable to the proper operation of County Facilities and Other Facilities operated by METRO or Metro ERC shall be carried out in good faith by the parties hereto; and

9. Any dispute between the parties regarding carrying out the requirements of subsection (D)(1-9) of this Section shall be resolved pursuant to Section 5 of this Agreement.

SECTION 8

PHASE II TRANSFER OF OWNERSHIP

A. General

This Agreement contemplates that, effective no later than July 1, 1996, COUNTY shall transfer to METRO full ownership of those of the County Facilities which METRO has determined are public cultural, trade, convention, exhibition, sports, entertainment, or spectator facilities, or parks, open spaces, or recreational facilities of "metropolitan concern." Neighborhood Parks identified in Exhibit 1 are intended to be transferred to the City of Portland during PHASE I, and in no event shall they become the property of METRO. Upon the effective date of a signed written agreement for PHASE II TRANSFER OF OWNERSHIP, the provisions of PHASE I consolidation shall no longer apply, except those of which may be specifically incorporated or referenced in any PHASE II agreement, or those provisions which by their specific terms go beyond PHASE I.

B. PHASE II Procedure

1. No later than July 1, 1995, METRO shall determine, by whatever procedures are required by the 1992 Metro Charter, if any, which of the County Facilities are public cultural, trade, convention, exhibition, sports, entertainment, or spectator facilities, or parks, open spaces, or recreational facilities of "metropolitan concern," such that full METRO-ownership of such facilities would be appropriate under the 1992 Metro Charter.

2. No later than July 1, 1995, METRO and COUNTY shall initiate negotiations for full transfer of ownership of those facilities identified as appropriate for METRO ownership and control. METRO and COUNTY shall bargain in good faith over the transfer of ownership of such facilities.

3. In the event that a signed mutual written agreement for PHASE II transfer of ownership has not been entered into by January 1, 1996, this Agreement shall terminate as provided in Section 7(B).

SECTION 9

AUTHORITY TO MAKE DECISIONS

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 COUNTY and METRO hereunder. Except as otherwise specifically provided in this Agreement, such approvals, waivers, executions, or other decisions or actions shall be deemed made or taken if in writing and executed by the County Chair, if on behalf of COUNTY, and by the Metro Executive Officer, if on behalf of METRO. Any amendments to this Agreement and any PHASE II transfer of ownership agreement must be approved by the County Commission and the Metro Council.

SECTION 10

ASSIGNMENT AND TRANSFER

Except as provided herein, this Agreement and any property to be transferred by its terms, 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. Provided, however, that assignment and transfer of the facilities identified as Neighborhood Parks to the City of Portland is contemplated by this Agreement, and the parties shall cooperate to accomplish such assignment and transfer.

SECTION 11

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 and expenses, including the cost of depositions and expert witnesses, at trial and on appeal of the suit or action, in addition to all others sums provided by law.

SECTION 12

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
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

With a copy to:

Clerk of the Council
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

Office of General Counsel
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

COUNTY: County Chair
Multnomah County
1120 S.W. Fifth Avenue, Rm. 1410
Portland, OR 97204

With a copy to:

County Council
Multnomah County
1120 S.W. Fifth Avenue, Rm. 1530
Portland, OR 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 13

EXECUTION OF FURTHER DOCUMENTS

In order to complete implementation of the provisions of this Agreement, it may be necessary for METRO, Metro ERC, and COUNTY 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.

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SECTION 14

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 15

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 statement

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

APPROVED AS TO FORM

MULTNOMAH COUNTY

Multnomah County Counsel

By: _____
Beverly Stein, County Chair

Date: _____

APPROVED AS TO FORM

METRO

Metro General Counsel

By: _____
Rena Cusma,
Executive Officer

Date: _____

gl
1178F

EXHIBIT 1

NATURAL AREAS AND REGIONAL FACILITIES

1. Mason Hill
2. Sauvie Island Boat Ramp
3. Multnomah Channel
4. Bybee-House & Howell Park
5. Bell View Point
6. M. James Gleason Memorial Boat Ramp
7. Broughton Beach
8. Beggars Tick Marsh
9. Glendoveer Golf Course & Fitness Trail
10. Blue Lake Park
11. Gary and Flagg Islands
12. Oxbow Park
13. Indian John Island
14. Larch Mountain Corridor
15. Chinook Landing marine Park
16. Sandy River Access Points
17. Smith & Bybee Lakes Addition
18. PhillipI Property

NEIGHBORHOOD PARKS

1. Dickenson
2. North Powelhurst
3. Lynchview
4. Gilbert Heights
5. Parklane
6. Lincoln
7. Gilbert Primary
8. East Lynchwood

PIONEER CEMETERIES

1. L. Jones
2. Grand Army of the Republic
3. Lone Fir
4. Multnomah Park
5. Brainard
6. Columbia Pioneer
7. White Birch
8. Escobar
9. Gresham Pioneer
10. Mt. View Stark
11. Douglass
12. Pleasant Home
13. Powell Grove
14. Mt. View Corbett

PUBLIC TRADE & EXHIBITION FACILITY

1. Portland Exposition Center

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Amending)
Resolution 90-57 which Creates)
a Capital Improvement Fund and)
Natural Areas Protection Fund)

RESOLUTION
93 - 338

WHEREAS, the BOARD OF COUNTY COMMISSIONERS created a Capital Improvement Fund and Natural Areas Protection Fund upon approval of Resolution 90-57 on April 19, 1990; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS adopted a "Natural Areas Protection & Management Plan" in June of 1992, as required by Resolution 90-57; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS has an ongoing commitment to the protection of natural areas as identified in the adopted "Natural Areas Protection and Management plan;" and

WHEREAS, alternative funding sources are not available for the purpose of plan implementation; and,

WHEREAS, certain wording in Resolution 90-57 is vague and does not necessarily reflect current BOARD OF COUNTY COMMISSIONERS' intent regarding disposition of proceeds from the sale of specific properties; and

WHEREAS, it is in the best interest of Multnomah County to clarify BOARD OF COUNTY COMMISSIONERS' intent to avoid delays in sales and disposition of proceeds;

NOW, THEREFORE, BE IT RESOLVED that RESOLUTION 90-57 is amended as follows, with bracketed [] words, phrases, or sentences indicating deletion and underlined words, phrases, or sentences indicating additions:

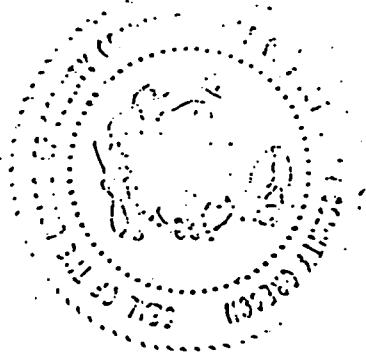
Page 2, Lines 5-9

THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners directs that any proceeds from the sale of undeveloped, unrestricted property (not including land swaps) and interest earnings on the deposited proceeds are to be credited equally to the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund[.]. Proceeds from the sale of developed, unrestricted property (not including land swaps) and interest earnings on the deposited proceeds are to be credited to the Capital Improvement Fund.

Page 2, Lines 20-21

THEREFORE, BE IT FURTHER RESOLVED, that the Board will review the use of the funds deposited to the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund and the division of money between the funds in [five] three years or upon establishment of a regional funding source for natural areas, whichever occurs first.

ADOPTED this 7th day of October, 1993.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel
for Laurence Kressel
County Counsel
for Multnomah County, Oregon

EXHIBIT A
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of Creating a)	RESOLUTION
Capital Improvement Fund and)	
A Natural Areas Acquisition and)	90-57
Protection Fund and adopting)	
guidelines for receipts and)	
disbursements)	

1. WHEREAS, the Board of County Commissioners may authorize the sale of
2 unrestricted property and/or improvements owned by the County, and;
3

4 WHEREAS, it is financially prudent to restrict use of any proceeds
5 received from the sale of unrestricted property for future capital
6 requirements and the acquisition, protection, and management of natural areas,
7 and;
8

9 WHEREAS, the Board has indicated their intent to relocate certain county
10 functions to a County Government Center, and;
11

12 WHEREAS, the County's Strategic Plan includes a provision for long-range
13 improvement capital planning and for the acquisition, protection, and
14 management of natural areas, and;
15

16 WHEREAS, given the anticipated growth in the region, the need to acquire
17 threatened natural areas is critical now,
18

19 WHEREAS, a need will arise for future capital acquisitions or
20 improvements and for the acquisition, management, and protection of natural
21 areas, and;
22

23 WHEREAS, the Board will authorize the development of a Natural Areas
24 plan by the Department of Environmental Services. The Board intends to adopt
25 a Natural Areas plan in 1991.
26

1 THEREFORE, BE IT RESOLVED, that the Board of County Commissioners create
2 a Capital Improvement Fund and a Natural Areas Acquisition and Protection
3 Fund, and;
4

5 THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners
6 directs that any proceeds from the sale of undeveloped, unrestricted property
7 (not including land swaps) and interest earnings on the deposited proceeds are
8 to be credited equally to the Capital Improvement Fund and the Natural Areas
9 Acquisition and Protection Fund,
10

11 THEREFORE, BE IT FURTHER RESOLVED, that the only disbursements made from
12 the Capital Improvement Fund are to be related to the sale or purchase of
13 property and/or improvement included in the Capital Plan.
14

15 THEREFORE, BE IT FURTHER RESOLVED, that the only disbursements made from
16 the Natural Areas Acquisition and Protection Fund are to be related to the
17 acquisition, protection, and management of natural areas included in the
18 Natural Areas Plan adopted by the Board of County Commissioners.
19

20 THEREFORE, BE IT FURTHER RESOLVED, that the Board will review the use of
21 the funds and the division of money between the funds in [five] three years.



ADOPTED THIS 19th DAY OF APRIL, 1990.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, Chair

REVIEWED

Laurence Kressel
Laurence Kressel, County Counsel



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BETSY WILLIAMS, DIRECTOR *B. Williams*
DEPT. OF ENVIRONMENTAL SERVICES

DATE: SEPTEMBER 25, 1993

RE: RESOLUTION REGARDING NATURAL AREAS
ACQUISITION AND PROTECTION FUND (OCTOBER 7)

I. Recommendation/Action Requested:

Recommend approval of following amendments to Resolution 90-57, regarding the creation of the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund:

- Clarify that proceeds to be allocated to Natural Areas Acquisition and Protection Fund are from the sale of undeveloped, unrestricted property.
- Establish a review date by the Board of County Commissioners on use of the funds in three years.

II. Background/Analysis:

On April 19, 1990, the Board of County Commissioners unanimously adopted Resolution 90-57, which created a Capital Improvement Fund and Natural Areas Acquisition and Protection Fund (Natural Areas Fund) to receive (in equal shares) the proceeds from the sales of "unrestricted county properties" less closing costs.

The resolution further stipulated that in the case of the Natural Areas Fund, expenditures could not be made until a "Natural Areas Plan" had been adopted by the Board. In June 1992, the "Natural Areas Protection and Management Plan" was adopted by Board Resolution 92-102.

Subsequent to Board approval of Resolution 90-57, it became clear that certain wording within the resolution was vague and that when strictly interpreted would unintentionally limit the County's ability to sell certain properties and reinvest proceeds to replace lost facilities. For example, in the event that the County decided to sell an existing facility to reinvest in another facility, under a strict interpretation of Resolution 90-57, 50% of the proceeds of that sale would be deposited to the Natural Areas Fund.

Clearly, this was not the intent of the Board when Resolution 90-57 was adopted. In fact, the basis for Resolution 90-57 centered on the sale of undeveloped or open-space sites. The rationale was that if Multnomah County were to market open spaces, such as the Edgefield Farm (one of the largest pieces of open space within the UGB in Multnomah County), a portion of those proceeds should be reinvested in the acquisition and protection of other sensitive natural areas.

In order to clarify Resolution 90-57 and accurately reflect the Board of County Commissioner's intent, it is recommended that the resolution be amended to specify that 50% of the proceeds only from undeveloped property sales be deposited to the Natural Areas Fund. Further, this resolution recommends a review of the fund by the Board in three years, consistent with the intended transfer of deed of these properties to Metro under the pending transfer intergovernmental agreement.

III. Financial Impact:

The proposed amendment to Resolution 90-57 effectively limits property sale proceeds going into the Natural Areas Fund to those realized from the sale of Edgefield, as Edgefield is the primary undeveloped, unrestricted surplus property in the County's current inventory. The entire 284 acres at Edgefield were appraised in March, 1990 at \$6,618,700. The longterm potential, therefore, for funds to be deposited into the Natural Areas Fund is somewhat in excess of \$3 million. The 1993/94 adopted budget for the Natural Area Fund is \$621,678.

IV. Legal Issues:

Not applicable.

V. Controversial Issues:

The commitment of unrestricted revenues for the acquisition, protection, and management of natural areas is potentially contentious in an era of scarce resources for a variety of public needs. However, the Board of County Commissioners has consistently over time recognized that the preservation of our environment is integral to the health, vitality and quality of life in our community; and this proposed resolution is consistent with that commitment.

VI. Link to Current County Policies:

As referenced above, the Natural Areas Fund provides the mechanism for funding the "Natural Areas Protection and Management Plan," adopted by the Board in 1992. In addition, this item supports County objectives included in the 1993/94 Adopted Budget regarding the protection of the County's natural areas (See budget pages DES-3 and DES-30).

VII. Citizen Participation:

The environmental community has been instrumental in the development and promotion of the County's Natural Areas Fund and Plan. They were actively involved in the adoption of Resolution 90-57; and they have been consulted in the development of the recommended amendment. It is highly probable that they will be present to testify on this item.

In addition, the Central Citizen Budget Advisory Committee reviewed the Natural Areas Fund as part of their 1990 Dedicated Fund Review Report. Their findings were as follows:

This fund was established to receive half of the revenues from sale of County owned property.....the CCBAC finds the fund to be totally insufficient for the need...

VIII. Other Government Participation:

Although the Natural Areas Plan has been excluded for transfer to Metro under the proposed Parks/Expo transfer agreement, Metro is extremely concerned that the County maintain an ongoing role as an advocate and supporter of greenspaces and natural areas in the region. It is anticipated that Metro and the County will work closely and cooperatively in this area.

STAFF REPORT

For the purpose of approving an Intergovernmental Agreement between Multnomah County and Metro regarding transfer of regional parks, natural areas, golf courses, cemeteries, and trade/spectator facilities presently owned and operated by Multnomah County to Metro.

December 2, 1993

Presented by: Richard Engstrom
Mark Williams

PROPOSED ACTION

The Intergovernmental Agreement sets forth the details providing for a two-phase consolidation of operation, management, and ownership of all regional park facilities, regional natural areas, and trade/spectator facilities presently owned and operated by Multnomah County.

The first phase of consolidation is a management and operation agreement for all County Facilities managed and operated within the current Multnomah County Recreation Fund. The first phase of consolidation shall be of limited duration pending full consolidation, including transfer of ownership of the County Facilities to Metro, with the exception of any Neighborhood Parks.

It is understood between the County and Metro that a second phase of consolidation, including transfer of ownership, is of critical importance, and that Phase I consolidation of operation and management is merely intended to promote a smooth and harmonious transfer of those County Facilities to Metro that are of "metropolitan concern" or otherwise within Metro's authority.

This agreement, if approved by the Metro Council, would make effective January 1, 1994, the transfer of all operational rights and responsibilities for the programs, activities, properties and/or facilities currently budgeted in the Multnomah County Recreation Fund, along with all funds and revenues related to these programs to Metro.

FACTUAL BACKGROUND AND ANALYSIS

The Multnomah County Board of Commissioners adopted a resolution in October of 1991 supporting the regionalization of certain county services and requested that Metro enter into discussions regarding the feasibility of such an action.

The Metro Council through action by the Governmental Affairs Committee authorized the creation of five task forces to consider the areas of potential regionalization. After numerous meetings of the task forces, it was determined that the most appropriate areas for regionalization of services was in natural areas, regional parks and the Expo Center.

Numerous discussions were held by representatives of the two jurisdictions developing a set of assumptions which would guide the development of a Memorandum of Understanding.

On June 10, 1993, the Metro Council authorized the creation of a task force to negotiate a Memorandum of Understanding with Multnomah County. The task force consisted of Councilors Richard Devlin, Ed Washington, Executive Officer, Rena Cusma and Multnomah County Commissioners Gary Hansen and Sharron Kelley.

On October 14, 1993, both the Multnomah County Board of Commissioners and the Metro Council approved a Memorandum of Understanding which set forth the principles upon which a two phase agreement would be developed and submitted to the governing bodies of Multnomah County and Metro.

This Intergovernmental Agreement is the result of negotiations conducted by representatives of the governing bodies of Multnomah County and Metro. The Metro representatives were Councilors Richard Devlin, Ruth McFarland, Ed Washington and Executive Officer Rena Cusma. The Multnomah County representatives were Commissioners Sharron Kelley and Gary Hansen.

The Metropolitan Policy Advisory Committee (MPAC) was provided the Memorandum of Understanding for its review and comment. MPAC reviewed this item on August 11, 1993 and August 25, 1993. MPAC submitted a memorandum to Presiding Officer Judy Wyers dated October 14, 1993, which contained recommendations for amendments to the MOU. The Metro Council, in approving the MOU on October 14, 1993, directed the Metro representatives in negotiations on the intergovernmental agreement to consider these recommendations as part of their deliberations. You will find included in your packet a memorandum to MPAC dated November 23, 1993 which responds to their recommendations.

SUMMARY OF INTERGOVERNMENTAL AGREEMENT

Terms of Transfer

Effective January 1, 1994, Multnomah County would transfer all operational and management rights and responsibilities for the following programs, activities, properties and/or facilities currently budgeted in the Multnomah County Recreation Fund, along with all funds and revenues related to these programs to Metro:

1. All park facilities (except Vance Park) and natural areas currently owned or operated by Multnomah County;
2. Glendoveer Golf Course;
3. Pioneer Cemeteries;
4. Expo;

5. Any new acquisitions of regional natural areas by Multnomah County subsequent to the date of this agreement shall be transferred to Metro under the same terms and conditions set out in this agreement for the other County facilities.

A complete list of all properties affected by this agreement are delineated in Exhibit 1 of the IGA.

It is intended that the Expo Center will be operated by the Metropolitan Exposition Recreation Commission (MERC).

The remainder of the programs being transferred will be incorporated into a new department merging Metro's greenspaces activities with those of the transferred County programs.

NATURAL AREAS ACQUISITION AND PROTECTION FUND

Both parties agreed that maintaining the purpose and integrity of the County's Natural Areas Acquisition and Protection Fund was of the highest importance. Multnomah County passed Resolution No. 93-338 (attached as Exhibit 2 to the IGA) which set forth guidelines for the operation of the fund. Further it was agreed that the County and Metro will cooperate to develop an annual budget proposal for the Natural Areas Fund, to be presented to the Board of County Commissioners for their adoption. The County shall fully reimburse Metro for expenses incurred by Metro for those portions of the natural areas fund budget to be implemented by Metro, including compensation and benefits for County personnel transferred to Metro whose compensation is currently budgeted out of the fund.

EXPO/MULTNOMAH COUNTY FAIR

Expo is to be managed and operated by Metro through the Metropolitan Exposition Recreation Commission. Metro will assume responsibility for the Expo master plan process begun by Multnomah County. This would include implementation of the "Portland Exposition Center Facilities Plan," prepared by the County, to the extent feasible as determined by further studies, further Metro/MERC planning efforts, and by the availability of resources for implementation.

It is understood that the Multnomah County Fair shall continue to be the sole and exclusive responsibility of Multnomah County. Metro shall continue to make Expo space and expertise available for the Multnomah County Fair, through a contract with the Multnomah County Fair Board. Both the County and Metro recognize the value of the County Fair to the community and are committed to the future success of this activity. The IGA on pages 15-16 defines the special considerations provided to the Multnomah County Fair during Phase I of this agreement.

PERSONNEL

Effective January 1, 1994, all staff presently budgeted in the County Recreation Fund shall be transferred to Metro.

USER FEES

Metro shall have the sole responsibility and authority to set user fees for any or all of the County Facilities except that Metro shall not increase user fees for County Facilities prior to July 1, 1994 without the joint agreement of the County and Metro.

EXCISE TAX

Metro shall have the sole responsibility and authority to enact an excise tax on all programs and activities comprising, or taking place at, the County Facilities, except that Metro shall not increase or impose such an excise tax prior to July 1, 1994. Any excise tax receipts shall not be restricted to the benefit of the County Facilities, but shall be used for any public purpose deemed appropriate by Metro.

TRANSITION TEAM

A transition team shall be established consisting of the Director of Environmental Services from Multnomah County, a representative of the County Chair, the Deputy Executive Officer of Metro, the Metro Council Administrator, and the General Manager of MERC. This transition team will be responsible for dealing with administrative issues, conflicts, etc... that might arise during Phase I of this agreement.

REPORTING REQUIREMENTS

Metro shall provide the County with a written report on activities within the County facilities on a quarterly basis.

NEIGHBORHOOD PARKS

The neighborhood parks shall be transferred to Metro in accordance with this agreement for operational and management purposes only. The level of maintenance for neighborhood Parks shall not exceed that provided by the county at the time of transfer, except as required by law. It is anticipated that both the operation and ownership of these neighborhood parks will be transferred to the City of Portland in the very near future. At all times, Metro's operation and management of any neighborhood parks shall be pursuant to this agreement, and shall be fully compensated. The provisions of Section 7, Phase II, Transfer of Ownership, shall not apply to any neighborhood parks.

TRANSFER OF OWNERSHIP

This agreement contemplates that, effective not later than July 1, 1996, Multnomah County shall transfer to Metro full ownership of all County facilities identified in this agreement with the exception of neighborhood parks.

SUMMARY

The Metro Council was provided with a variety of back ground materials related to this agreement particularly as it relates to the financial projections and assumptions. They were included as part of your notebook materials.

RECOMMENDATION

The Executive Officer recommends adoption of Resolution of 93-1877.



ATTACHMENT

METRO

DATE: November 22, 1993

TO: Metropolitan Policy Advisory Committee

FROM: *sz* Judy Wyers, Presiding Officer
Rena Cusma, Executive Officer

RE: Transfer of Multnomah County Regional Parks and Other Facilities

This is to advise you of the status of the Intergovernmental Agreement (IGA) between Metro and Multnomah County regarding the transfer of certain County facilities to Metro. This memorandum will also advise you of the status of those points MPAC recommended be included in the Memorandum of Understanding (MOU), and presumably in the IGA as well.

The IGA has been agreed to by negotiating teams representing the Multnomah County Board of Commissioners and the Metro Council and Executive Officer. It will be forwarded to each agency's governing body, with consideration by the Metro Council's Governmental Affairs Committee scheduled for December 2; if it passes out of committee at that time, it will be before the Metro Council on December 9.

MPAC submitted a memorandum from Commissioner Judie Hammerstad to Presiding Officer Judy Wyers dated October 14, which contained recommendations for amendments to the MOU. There were four substantive items in that memorandum, which shall be addressed individually. The Metro Council, in approving the MOU on October 14, added a provision to its resolution which called for the Council to "direct Metro's representatives in negotiations on the intergovernmental agreement to consider in the negotiations with Multnomah County, the recommendations regarding the regional parks and Expo transfer which the Metropolitan Policy Advisory Committee has forwarded to the Council."

The items recommended by MPAC, and their status in the IGA, are as follows:

1. Exclude the "neighborhood parks" from the transfer.

The IGA deals with the issue of the neighborhood parks in Section 3(Q) on page 22. That section stipulates that the neighborhood parks are to be transferred to Metro for operational and management purposes only, and that transfer of these parks to the City of Portland is anticipated. Costs for "operating,

managing, and otherwise maintaining the Neighborhood Parks" are to be paid by surplus revenues from the other County facilities, or reimbursed by the County. The IGA further prohibits Metro from expending funds on the neighborhood parks from any other Metro program. (Section 3(F)(2), pages 11-12.)

Both Metro and Multnomah County continue to expect a transfer of these neighborhood parks to the City of Portland to be completed prior to January 1, 1994, the effective date of the IGA. They are included in the IGA, however, in case that transfer is not completed prior to January 1 because there would otherwise be no staff or resources left at Multnomah County to manage and maintain them. In the unlikely event that Metro assumes maintenance responsibility for these facilities, the small annual cost of some \$3,000 for that maintenance will be a compensated service, as stipulated in the Metro Charter.

2. Perform financial analyses as stipulated.

"A. Agreement between Multnomah County and Metro on projected (for the next two years) financial performance of all properties and programs to be merged with Metro prior to the signing of the intergovernmental agreement. The levels of measurement will be part of the mutual agreement."

In cooperation with Multnomah County, Metro's finance staff performed several analyses of projected financial performance of the facilities and programs to be transferred. Based on the most recent of these, the Recreation Fund programs are projected to be self-supporting through FY 1995-96. This projection assumes a fund balance transfer of \$450,000, which will be necessary to help sustain the programs. (See August 11 Financial Projections sheet, attached.) The IGA further contains a stipulation that Metro shall not be required to subsidize the County facilities during the term of Phase I of the agreement, through June 30, 1996; if any such subsidy is made, the source of the subsidy may be repaid, with interest.

The levels of measurement requested in Commissioner Hammerstad's memo have not been included in the IGA because it was deemed by both governments that the financial projections performed by Metro were adequate to guide Metro's oversight of the transferred programs. It may not be in Metro's interests to assume responsibility for these operations if they require subsidy from other Metro funds and programs. Accordingly, the performance of the Regional Parks/Expo Fund will be closely monitored through the term of the agreement.

"B. That any financial shortfall or discrepancies which occur in operation/use of transferred facilities be borne by both Metro and Multnomah County, with Multnomah County's responsibility decreasing during the time of transition."

This recommendation has not been included in the IGA in the

form submitted by MPAC. The intent of the recommendation, to reduce the regional liability for the transferred programs, is addressed by other means. Those include the restriction on use of Metro funds to subsidize the operations of the Regional Parks/Expo Fund (cited above), and the Metro Council's authority to budget expenditures consistent with resources. Should a shortfall be projected, the Council may choose to reduce expenditures or raise fees to meet the shortfall. If a shortfall exists, Section 3(B) on page 6 requires Metro and the County to meet "to discuss available options." The terms of Phase I of the agreement also provide that the facilities may be returned to the County prior to the ownership transfer anticipated for Phase II in 1996.

"C. After the intergovernmental agreement becomes effective, Metro is to perform an operations audit on the combined operations as part of the regional government assuming management of programs and facilities."

The operations of the transferred facilities and programs will be subject to management by the elected Executive, oversight by the Council through a standing committee which will be assigned this oversight responsibility, and the performance audit process by the elected Auditor, effective January, 1995. If the term "operations audit" is consistent with our understanding of a "performance audit," the Metro Council could direct its contract performance auditor to perform such an audit in 1994.

"D. An oversight committee comprised of representatives from Multnomah County, Metro and Washington County or Clackamas County will review actual performance, versus projected (including method of allocation of costs), on a quarterly basis and report to both Metro and Multnomah County."

The IGA includes a provision for a transition team to be established, to be responsible for "information sharing among the agencies, resolution of minor contract disputes, and coordination of services." (Section 3(O), page 21.) The members will include Multnomah County's Director of Environmental Services, a representative of the County Chair, Metro's Deputy Executive Officer, Council Administrator, and MERC General Manager. This group will report to the two agencies' governing bodies, which include (at Metro) elected representatives from all three counties in the Metro area.

In addition, section 3(P), on page 21, requires Metro to provide to the County "a written report on activities within the County Facilities on a quarterly basis. This report shall include a financial status on the County programs, a summary of activity level at each facility, and a brief narrative of unusual or important issues or situations that have occurred during the reporting period." These reports will be matters of public

record, and will therefore be available to any interested parties.

3. Metro to define criteria for declaration of "metropolitan concern."

The Metro Council has an ordinance before it (#93-520, attached) which declares all the transferred facilities (except the neighborhood parks) to be of metropolitan concern, or otherwise meet the requirements for operation by Metro as delineated in Section 6 of the Charter. That ordinance has passed out of committee, and will be considered at the same Council meeting as the IGA.

Metro has given serious consideration to the option of establishing criteria for making findings of metropolitan concern (or other Section 6 requirements). Upon review of the Charter, and the minutes of the Charter Committee, however, Metro has determined that it was not the intent of the crafters of the Metro Charter that such criteria be established. Rather, findings of metropolitan concern will be made on a case-by-case basis as potential additional Metro responsibilities arise.

4. Limit Metro's responsibility to transfer staff currently budgeted in the Multnomah County Recreation Fund.

The specific language in Commissioner Hammerstad's memo recommended changing MOU language as follows: "~~All s~~Staff presently budgeted in the County Recreation Fund shall may be transferred to Metro" Our counsel advises that state law governing this action requires that no civil service employees of the transferring government be adversely affected by the transfer. Accordingly, Metro will accept transfer of all employees in the Recreation Fund effective January 1, 1994.

Thank you for your assistance in reviewing and commenting on this intergovernmental agreement. If you have any questions, please feel free to contact either of us.

Meeting Date: December 9, 1993
Agenda Item No. 8.2

RESOLUTION NO. 93-1878



METRO

DATE: December 3, 1993
TO: Metro Council
Executive Officer
Interested Parties
FROM: Paulette Allen, Clerk of the Council *PA*
RE: AGENDA ITEM NO. 8.2; RESOLUTION NO. 93-1878

The Governmental Affairs Committee report on Resolution No. 93-1878 will be distributed to Councilors in advance of the Council meeting December 9, 1993, and copies will be available for distribution at that meeting, also.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE) RESOLUTION NO. 93-1878
PAY SCHEDULE AND CLASSIFICATIONS)
FOR THE LABORERS INTERNATIONAL) Introduced by Rena Cusma,
UNION, LOCAL 483 CONTRACT) Executive Officer

WHEREAS, The Council approved the current pay schedule and classifications for the Laborers International Union, Local 483 by Resolution 93-1808A; and

WHEREAS, The Intergovernmental Agreement between Metro and Multnomah County to transfer County Parks and Exposition Center facilities and employees to Metro necessitates the continuation of the classifications of Arborist and Park Ranger for the Parks Department to appropriately function; and

WHEREAS, Personnel and LIU Local 483 have successfully concluded negotiations on the transfer of the Parks Department to include these two classifications within the existing negotiated pay structure; now, therefore,

BE IT RESOLVED,

1. That LIU Local 483 collective bargaining agreement is amended to include the new classifications of Arborist and Park Ranger as shown in Exhibits A and B respectively attached hereto.

2. That the pay schedule for the Laborers International Union, Local 483, is amended as shown in Exhibit C attached hereto to place the two new classifications at existing salary ranges.

ADOPTED by the Metro Council this _____ day of _____, 1993.

Judy Wyers, Presiding Officer

METRO
Class No: 468
Classification Title: Arborist
Range:
Bargaining Unit: LIU, Local 483
FLSA: Non-Exempt

Established: 1/1/94
Revised:
EEO:
AA:

GENERAL STATEMENT OF DUTIES:

Performs advanced journey level responsibilities in the inspection, care, and maintenance of trees on Metro property; involves chemical application, operating of major equipment, and grounds maintenance.

SUPERVISION RECEIVED:

Receives general supervision from assigned management and supervisory staff.

SUPERVISION EXERCISED:

Serves as a lead worker over park workers assisting in tree care and maintenance, work crews, and temporary workers, providing functional and technical oversight.

EXAMPLES OF PRINCIPAL DUTIES:

An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee in this classification may be expected to perform.

1. Inspects trees on Metro property for disease, insect infestation, and pruning requirements; performs inspection on own initiative and also in response to requests.
2. Arranges for the appropriate spraying for insect and related disease problems; performs chemical application and trains other employees as needed; and arranges for the control of landscape or aquatic weeds by work crews.
3. Prunes, trims, bolts, and fills cavities on trees at ground level and above ground level, using hand tools, power tools, safety climbing equipment, aerial truck, or other necessary equipment.
4. Identifies trees for removal; removes trees as needed for safety or for disease and insect control.
5. Issues permits to utilities to operate equipment on Metro property and inspects area before and after permit is used.

EXAMPLES OF PRINCIPAL DUTIES (cont'd):

6. Trains and schedules work of assigned crew of permanent, temporary, or volunteers who assist in performing above duties.
7. Performs preventive maintenance and minor repairs on equipment used on the job; arranges for major maintenance and repair as needed.
8. Performs administrative duties related to position, for example: records of chemical usage as required by federal and local laws; equipment orders; time sheets and activity reports.
9. Assists in special projects such as construction, maintenance, or training employees.

RECRUITING REQUIREMENTS:

KNOWLEDGE, SKILL, ABILITY:

- Knowledge of techniques of arboriculture to include the identification of trees and shrubs.
- Knowledge of the techniques of pruning, bolting limbs, and filling cavities.
- Knowledge of chemicals used in disease treatment and care maintenance of trees and shrubs.
- Skill in the identification and treatment of tree insects and disease.
- Skill in the safe operation of hand tools, power tools, climbing equipment, and vehicles required to perform duties.
- Ability to physically perform all of the essential duties of the position including climbing, crawling, kneeling, sitting, running, standing, stooping, walking, bending, twisting, and lifting 50 pounds.
- Ability to apply knowledge in the practice of the care and maintenance of trees.
- Ability to instruct others, assign and monitor work, and act as a lead worker for a crew.
- Ability to prepare and maintain accurate and complete records and reports.

Classification Title: Arborist
Classification No.: 468
Page: 3

Exhibit A--Page 3

EXPERIENCE AND TRAINING:

Associate of Arts Degree from an accredited college with major course work in arboriculture, horticulture, or forestry and three years or responsible arborist-related work involving tree climbing and chemical application or any combination of experience and training which provides the knowledge, skills, and ability to successfully perform the essential duties of the position.

LICENSE OR CERTIFICATE:

Possession of, or the ability to obtain upon hire, a valid Oregon driver's license.

Possession of, or the ability to obtain upon hire, a valid Oregon chemical application license.

METRO
Class No: 450
Classification Title: Park Ranger
Range:
Bargaining Unit: LIU, Local 483
FLSA: Non-Exempt

Established: 1/1/94
Revised:
EEO:
AA:

GENERAL STATEMENT OF DUTIES:

Performs a wide variety of tasks in the construction, law enforcement, maintenance and repair of Metro regional parks, parks facilities, cemeteries, and other public areas.

SUPERVISION RECEIVED:

Receives immediate supervision from assigned management or supervisory staff.

SUPERVISION EXERCISED:

May serve as a lead worker over temporary workers or work crews, providing functional and technical oversight.

EXAMPLES OF PRINCIPAL DUTIES:

An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee in this classification may be expected to perform.

1. Performs a wide variety of tasks in the construction, maintenance and repair of parks, park facilities, marine facilities, cemeteries, and other public areas.
2. Operates and performs maintenance and upkeep on a variety of hand and power tools and equipment; these tools may include a dump truck, pickup truck, power mower, chain saw, cement mixer, air compressor, backhoe, brush and stump chipper, scoop mobile, and edger and trimmer.
3. Performs cemetery maintenance and operation tasks such as mowing lawns, arranging opening and closing of gravesites, setting up for burials and assisting in locating graves and selling cemetery plots.
4. Performs park maintenance and repair tasks such as mowing lawns, chemical spraying, clearing roads and trails, cleaning and stocking restrooms, removing garbage and litter and planting and cultivating trees, shrubs and lawns.

EXAMPLES OF PRINCIPAL DUTIES (cont'd.):

5. Repairs and/or builds park facilities such as water systems, restrooms and other structures; picnic tables, barbecues, fences, signs, walks and trails; may involve tasks such as building forms and pouring concrete, painting, carpentry, grading, and laying asphalt.
6. Opens and/or closes a regional park and may be placed in charge of park during absence of Regional Park Supervisor; gives information and directions to the public; collects fees; enforces rules and regulations and issues citations, if necessary.
7. Orients, trains, and leads a crew of temporary or alternative park workers; gives work assignments and assures safe and proper completion of work.
8. Keeps records of employees, work progress, equipment repair and maintenance, and supplies; performs related administrative work.
9. Responds to a variety of emergency situations which might involve injuries, misconduct, fires or other related incidents.

RECRUITING REQUIREMENTS:

KNOWLEDGE, SKILL, ABILITY:

- Knowledge of park systems, grounds maintenance, cemetery layout, or construction projects.
- Knowledge of the use of environmental land and facilities involving use by the public in a variety of ways.
- Knowledge of a variety of sprays and chemicals and their usage.
- Skill in the safe and effective operation of a variety of hand and power tools.
- Skill in minor maintenance a variety of equipment and hand and power tools.
- Skill in communicating effectively with and working with other employees and the public.
- Ability to perform manual work indoors and outdoors under severe climate conditions.

KNOWLEDGE, SKILL, ABILITY (cont'd.)

- Ability to understand and follow written and oral instructions.
- Ability to lay out work, train, and lead the work of other employees.
- Ability to prepare and maintain accurate and complete records and reports.
- Ability to enforce park rules to maintain public safety and crowd control.
- Ability to physically perform all the duties of the essential duties of the position including climbing, kneeling, sitting, standing, stooping, walking, bending, twisting, and lifting 50 pounds.

EXPERIENCE AND TRAINING:

High school diploma or G.E.D. and two years of progressively responsible experience in park, golf course, destination resort maintenance or closely related field or any combination of experience and training which provides the required knowledge, skills, and abilities necessary to perform the essential duties of the position.

LICENSE OR CERTIFICATE:

Possession of, or the ability to obtain upon hire, a valid Oregon driver's license.

Possession of, or the ability to obtain within six months from hire, a valid Oregon commercial driver's license.

METRO
LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE

Pay Range (Hourly Rates):

Class Code	Classification	Entrance Rate	After Six Months	After One Year
019*	Typist-Receptionist	9.13	9.55	10.25
035*	Clerk/Bookkeeper	9.61	10.26	10.93
020*	Clerk/Stenographer	10.29	10.94	11.68
430*	Laborer (90 working days)	10.32	-----	-----
461*	Stationmaster	11.33	11.71	12.14
465*	Gardener 1	11.72	12.55	12.99
445*	Maintenance Worker 1	11.72	12.55	12.99
535*	Nutrition Technician	12.18	13.18	14.19
470*	Animal Keeper	12.18	-----	14.19
466*	Gardener 2	12.76	13.40	14.37
446*	Maintenance Worker 2	12.76	13.40	14.37
450*	Park Ranger	12.76	13.40	14.37
447*	Maintenance Worker 3	13.58	14.20	15.16
467*	Senior Gardener	14.67	15.32	16.28
468*	Arborist	14.67	15.32	16.28
478*	Work Center Coordinator	14.67	15.32	16.28
471*	Senior Animal Keeper	14.98	-----	-----
448*	Maintenance Technician	15.10	15.79	16.86
455*	Maintenance Lead	15.80	-----	17.63
456*	Master Mechanic	15.80	-----	17.63
457*	Maintenance Electrician	20.34	-----	-----

* Non-exempt classifications. Employees in these classifications are eligible to receive overtime compensation.

Effective: January 1, 1994 - June 30, 1994

Prepared: November 23, 1993

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 93-1878, FOR THE PURPOSE OF AMENDING THE LABORERS INTERNATIONAL UNION, LOCAL 483 CONTRACT PAY SCHEDULE AND CLASSIFICATIONS.

Date: November 24, 1993

Presented by: Paula Paris

BACKGROUND: The Intergovernmental Agreement (IGA) between Metro and Multnomah County to transfer the County Parks and Expo facilities and employees to Metro necessitates the continuation of the classifications of Arborist and Park Ranger for the Parks Department to appropriately function.

Personnel has successfully completed transfer negotiations with LIU Local 483 which includes maintaining these two classifications within the existing negotiated pay structure in the current collective bargaining agreement. The Council has previously approved the pay schedule and classifications for the Laborers International Union, LIU, Local 483 collective bargaining contract by Resolution No. 93-1808A. The transfer negotiations have amended the previously adopted resolution.

FISCAL IMPACT: Because the negotiated inclusion of the Arborist classification and Park Ranger classification are within current salary ranges in the LIU Local 483 contract pay schedule, there is no additional monetary impact.

RECOMMENDATION: We believe these revisions to the LIU, Local 483 pay schedules are necessary for the implementation of the IGA and the appropriate transfer of the County Parks Department employees. It is, therefore, recommended by the Executive Officer that Resolution No.93-1878 be adopted.

Meeting Date: December 9, 1993
Agenda Item No. 8.3

RESOLUTION NO. 93-1880



METRO

DATE: December 3, 1993

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 8.3; RESOLUTION NO. 93-1880

The Governmental Affairs Committee report on Resolution No. 93-1880 will be distributed to Councilors in advance of the Council meeting December 9, 1993, and copies will be available for distribution at that meeting, also.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING A) RESOLUTION NO. 93-1880
CONTRACT WITH TALBOT, KORVOLA &)
WARWICK FOR FY 93-94 PERFORMANCE) Introduced by
AUDIT SERVICES) Governmental Affairs Committee

WHEREAS, The Metro Council has entered into a Personal Services Contract with Talbot, Korvola & Warwick for Performance Audit Services (Metro Contract No. 902742); and

WHEREAS, The term of the Contract is from September 25, 1992 through June 30, 1995 with periodic amendments being required to determine a new Scope of Work and additional contract costs; and

WHEREAS, The Governmental Affairs Committee recommends that the third Performance Audit for FY 1993-94 focus on the Metro Public Affairs Function, now, therefore,

BE IT RESOLVED,

1. That the Metro Council acting as the Contract Review Board exempts Contract Amendment No. 2 from the competitive procurement procedures of Section 2.04.053.
2. That the Metro Council approves Amendment No. 2 attached hereto to the contract with Talbot, Korvola & Warwick for performance audit services.

ADOPTED by the Metro Council this _____ day of December, 1993.

Judy Wyers, Presiding Officer

AMENDMENT NO. 2

ADDITIONAL SCOPE OF WORK AND CONTRACT AMOUNT

That Contract between Metropolitan Service District, hereinafter referred to as "Metro", and Talbot, Korvola & Warwick hereinafter referred to as "CONTRACTOR" dated November 13, 1992, for Performance Audit Services. Contract No. 902742 is hereby amended to 1) add the Scope of Work for FY 93-94 as described in Exhibit A attached hereto; and 2) increase the maximum amount that Metro shall pay to the CONTRACTOR for services provided to NINETY FIVE THOUSAND AND NO/100TH (\$95,000) dollars.

All other terms of the Contract remain in full force and effect.

DATED this _____ day of December, 1993.

CONTRACTOR

METRO

By: _____

By: _____

METRO PUBLIC AFFAIRS DEPARTMENT SCOPE OF WORK

This exhibit describes the contractor's work plan, deliverables, and budget for conducting a performance audit of Metro's Public Affairs Department and related activities.

The performance audit will be conducted in two separate phases: a preliminary information gathering/survey phase (Phase I) and in-depth review/audit phase (Phase II). Phase I will gather detailed information on the Department, ascertain if concerns exist that warrant further examination and determine audit feasibility. Specific objectives will be developed based on this preliminary analysis. Under Phase II, the contractor will conduct an in-depth review of those areas identified in Phase I which warrant further review.

The audit will be conducted in accordance with Generally Accepted Performance Auditing Standards.

WORK PLAN

The work plan for the completion of the performance audit of the District's Public Affairs Department and related activities follows. It is based on the assumption that the Council's Governmental Affairs Committee will perform oversight of this performance audit. If a different oversight arrangement is adopted by the Council, the contractor will modify the work program accordingly.

The level of effort, distributed by professional staff level, for the tasks set forth in the contractor's work plan are shown in the budget section of this scope of work. The contractor agrees to complete the work within 120 days of the execution of this contract.

PHASE I - PRELIMINARY INFORMATION/SURVEY

Task 1 - Conduct Start-up Activities

This task includes:

- a). Entrance conference with key elected officials and management staff to introduce audit team, refine scope and audit objectives and discuss project coordination.
- b). Collection and review of general documents regarding the Public Affairs Department and related activities of Metro.

Task 2 - Establishment of a Basis for Evaluation

This task includes conducting interviews with applicable persons to gather additional information and to establish the specific objectives of the program which can be objectively reviewed.

- a). Document the current policies under which public affairs activities are conducted throughout the Metro organization:
 - Organization
 - Costs
 - Allocation of resources
 - Other

- b). Analyze current methods for budgeting of public affairs activities:
 - Determine how activities are budgeted.
 - Assess the methodology used for the actual application of costs.
 - Develop a framework for establishing whether objectives are achieved with current practices.

- c). Document public affairs activities, both within the formal Public Affairs organization and throughout Metro by operational entity:
 - Council
 - Executive Office
 - Planning
 - Finance and Management Information
 - Regional Facilities Department
 - MERC
 - Solid Waste Department
 - Counsel
 - Zoo

- d). Document the public affairs activities performed at Metro by functional area:
 - Public information preparation and dissemination
 - Media relations
 - Graphics arts
 - Public involvement
 - Other

- e). Determine the level of performance related documentation which exists (as applicable) for each activity:
 - Time spent
 - "Client" satisfaction
 - Volume of work
 - Other

- f). Document the current policy relative to the equitable charging of costs to areas of development:
 - Develop proforma schedules for alternatives.
 - Assess the changes necessary to current accounting systems.

- g). Prepare a brief report outlining findings and expanding on the items outlined below for analysis under Phase II.

PHASE II - DETAILED REVIEW

Task 3 - Perform In-Depth Study

This task will assess the results developed in Phase I and develop specific objectives to achieve during the review/audit phase of the project. Detailed analysis of the identified areas for further review will take place.

Task 4 - Preparation of the Audit Report

This task will include:

- a). Preparation of the draft audit report which summarizes the following:
 - Scope of work performed.
 - Methodology for conducting the study.
 - Major findings in each area reviewed.
 - Conclusions of the study.
 - Recommendations to improve performance.

- b). Review the draft report with Council staff and key management staff to:
 - Provide an opportunity for additional explanation or clarification regarding the results of the study.
 - Discuss the appropriateness and feasibility of contractor's recommendations.
- c). Review the draft report with Council Governmental Affairs Committee to:
 - Present the results of the study.
 - Clarify any questions raised by the Committee.
- d). Finalize the report:
 - Make any necessary changes to the draft report based upon the review and comments.
 - Present the final written report to the Metro Council.

DELIVERABLES

Based on the Scope of Work, the contractor will provide the following deliverables:

- 1) Task 2, item 'g' - Report of preliminary findings.
- 2) Task 4 - Draft report of findings, conclusions, and recommendations developed in Phase II - detailed review.
- 3) Task 4 - At least 30 copies of the final report

METRO CONTRACT MANAGER

The Council Administrator shall serve as contract manager for this contract. The contractor agrees to provide periodic status reports to the contract manager and Governmental Affairs Committee as mutually agreed to by the contractor and contract manager.

BUDGET

The proposed costs to accomplish this scope of work are as follows:

PROFESSIONAL	PHASE I			PHASE II		
	Hours	Rate	Fee	Hours	Fee	Total
Principal/Partner Jack Talbot	30	\$100	\$3,000	32	\$ 3,200	\$ 6,200
Manager Brad Rafish	50	\$ 70	3,500	168	11,760	15,260
Consultant Rob Buckingham	80	\$ 45	3,600	210	9,450	13,050
TOTAL	160		\$10,100	410	\$24,410	\$34,510

EXPENSES

Report production	Draft	190
	Final	300

Total Audit Costs	\$35,000
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The rates shown are for fiscal year 1993-94 work. Contractor agrees that Mr. Jack Talbot and Mr. Brad Rafish will serve as the principal and manager respectively for the term of this contract unless Metro agrees to change the person(s) so designated.

Meeting Date: December 9, 1993
Agenda Item No. 8.4

RESOLUTION NO. 93-1869

FINANCE COMMITTEE REPORT

RESOLUTION NO. 93-1869 ACCEPTING METRO'S COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 1993, THE SCHEDULE OF FEDERAL FINANCIAL ASSISTANCE FOR THE FISCAL YEAR ENDED JUNE 30, 1993 AND THE LETTER TO MANAGEMENT PROVIDED BY KPMG PEAT MARWICK

Date: November 30, 1993

Presented By: Councilor Monroe

COMMITTEE RECOMMENDATION: At its November 23, 1993 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 93-1869. Committee members present and voting were Councilors Devlin, Kvistad and Monroe. Councilors Buchanan and Van Bergen were excused.

COMMITTEE DISCUSSION/ISSUES: The Committee considered this resolution at its November 10 and November 23, 1993 meetings. At the November 10 meeting Don Cox, Accounting Manager, and Joe Hoffman, Partner with KPMG Peat Marwick, presented the Staff Report. Mr. Cox presented and reviewed a draft copy of the Comprehensive Annual Financial Report for the Year ended June 30, 1993. He indicated it was in draft form because KPMG had not completed the opinion letter and printed the document in final form.

Mr. Cox pointed out that the report includes the following significant disclosures:

1. There were four instances of expenditures in excess of appropriations during the past fiscal year. This is down from thirteen in the prior year which shows significant improvement in the ability to track and control expenditures.
2. The remaining estimated liability for closure of the St. Johns Landfill is about \$23 million and the Solid Waste Revenue Fund has about \$15 million set aside for this purpose. In response to a question from Councilor Monroe Mr. Cox pointed out additional revenue would come from interest earnings and disposal charges. In response to a question from Councilor Van Bergen, Mr. Cox stated no funds have been borrowed from the Closure account.
3. The audit shows that there is an unfunded pension benefit obligation of \$4.5 million. In response to a question from Councilor Van Bergen, Mr. Cox said the PERS actuarial evaluation to be completed by December 31, 1993 would provide information on possible reductions to the unfunded obligations.

Mr. Cox also pointed out that the financial activities of the Metro ERC are shown in the report under the headings titled "Component Unit".

Joe Hoffman, KPMG Peat Marwick, stated that his firm will give a clean unqualified opinion on the audit. He reviewed with the Committee the draft Letter to Management pointing out there is one comment regarding fixed assets, two comments regarding financial administration of Federal Grants and one comment regarding leases. Councilor Van Bergen expressed concern that the issue tracking of fixed assets keeps appearing from time to time at Metro and that the financial administration of Federal Grants should be fixed since it is such an important source of funds for the agency. Councilor Devlin asked for additional information from the Accounting Office on this matter.

The Committee decided to hold the resolution over to the next meeting so the final printed documents would be available for review.

At the November 23, 1993 meeting Don Cox, Accounting Manager, presented the Staff Report. He indicated the audit documents have been printed in final form and distributed to the members. The administration responses to the Letter to Management are included in the document. He also pointed out that the information about grant billing procedures requested by Councilor Devlin has been distributed to the Committee (See Attachment 1 to this report). There were no questions or comments from the Committee.

PLEASE NOTE:

The following audit documents have been distributed separately to Finance Committee members and other Councilors within the past two weeks:

1. COMPREHENSIVE ANNUAL FINANCIAL REPORT for the Year Ended June 30, 1993.
2. Independent Auditor's Report in Accordance with the Single Audit Act of 1984.
3. The LETTER TO MANAGEMENT dated October 8, 1993.

An Office Copy of the above documents are available for review in the Council Office. Please contact Paulette Allen, Council Clerk.



ATTACHMENT 1

(Fin. Comm. Rpt./Res. 93-1869)

METRO

Date: November 22, 1993

To: Council Finance Committee

Through: Jennifer Sims, ^{JS} Director of Finance & Management Information

From: Donald R. Cox, Jr., ^{DC} Accounting Manager

Re: Councilor Devlin's Grant Process Information Request

This memo provides additional information on Metro's grant accounting process as requested by Councilor Devlin at the November 10, 1993 Finance Committee meeting. The memo summarizes the details of the procedural issues to be addressed to correct the problems noted in KPMG Peat Marwick's letter to management. These corrections and adjustments will require the cooperation of the various Metro operating departments, primarily the Planning Department, Finance, Information Services (ISD), Regional Facilities and Accounting.

The procedure document was reviewed with the Planning Department and Contracts Office for completeness and to receive comments on any suggested changes in the Spring of 1993. At this time, these procedures describe the current expectations of the Accounting Division. Accounting staff will continue to monitor procedural changes required as part of the new programming effort under way by ISD and suggestions received from other staff.

SUMMARY OF THE PROCESS:

The accounting and billing process for Metro planning grants is a unique operation based upon a matrix approach that permits multiple projects to be funded by multiple funding sources and multiple funding sources to fund multiple projects. The data requirements for this system include:

- Project account codes and charges
- Source account codes and receipts
- Project source relationships and project budget allocations (matrix contents)
- Leave, fringe and overhead (cost allocation) rates - provisional and final
- Unix computer cost allocation to projects - provisional and final

- Identification of ultimate funding source (ie, federal funds determination) and identification number for the grant and CFDA (catalog of federal domestic assistance)
- Funding/match requirements
- Subgrantee and contractual relationships

Upon receipt of the data noted above, the data is entered into spreadsheet software to verify completeness and proper allocations. This data is then reentered into the financial system project and source screens to enable the printing of various management reports and production of the grant billing report itself. The system reports grant charges and produces billings for each period (monthly) based upon the expenditures incurred at the time. The charges contained in these reports are reconciled to the general ledger to assure completeness. A grant billing packet is produced showing the funds requested, copies of applicable invoices and supporting pages from the financial reporting system. The packet is reviewed by the Planning Department and authorized for billing. Invoices are then issued, or funds requested electronically, as applicable. For funding sources without signed contracts, invoices are held back until the contract is signed and manual accounting efforts are required to track the delayed billings. This is true for any other funding sources either advance billed or held for billing based upon instructions from the Planning Department.

PROBLEM AREAS:

The primary difficulties currently experienced are:

- Delays in Metro receiving signed contracts from granting sources (e.g., ODOT), which delays Metro's ability to bill the entity under the agreement and requires subsequent manual accounting efforts outside the automated grant system.
- Other billing modification instructions received from operating departments that require additional manual accounting efforts outside the automated billing system, such as advance billing of revenues.
- Delays in receiving requests for establishment of source and project account numbers in preparation for the coming fiscal year, and lack of adherence to account number request procedures.
- Delays in receiving project/source information for grant matrix management and accounting purposes, information which is currently the basis for all accounting and billing efforts.

- Delays in receiving invoices from operating units, on occasion, which understates grant expenditures during interim periods.
- Difficulties in reconciling certain grant billing reports to the general ledger which requires additional time-consuming manual reconciliation.
- A high number of account coding correction requests during the year which result in changes to project expenditures and grant billings.
- Matrix adjustments at year end that may result in unearned revenue which requires manual monitoring at the present time.
- At year end, the closing process requires multiple phases in order to first close the Support Services, Risk Management and Building Management Funds in order to determine the actual overhead charges to apply to grants based upon Metro's cost allocation plan. In addition, final leave, fringe and computer usage rates are determined in the Planning Fund. Once the rates are determined this factor is applied, which leads to further matrix adjustments.
- Difficulty in documenting prior year grant carryover amounts, fund balance reserves and unearned grant revenue into the next year's matrix.

As noted in management's response contained in the management letter, efforts have been and are currently underway to resolve these issues. ISD has expended significant efforts to develop new grant billing and reporting applications to ease the reporting and billing burden and minimize report discrepancies requiring manual reconciliation and duplicate input. Communication was begun with the Planning Department staff in winter and spring 1993 to begin to improve the process. The Finance and Management Information Department considers this area a high priority for work in FY 1994.

cc: Andy Cotugno, Planning Director
Dick Engstrom, Deputy Executive Officer
Joe Hoffman, KPMG Peat Marwick
Merle Waterman, KPMG Peat Marwick

GRANTS BILLING (TRANSPORTATION)

Number: AR-GT-1	Effective: 9/15/92	Page 1 of 15	Approved:
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RESPONSIBILITY

PROCEDURE

GRANT INITIATION:

Transportation Department

1. Generate a *Grant Application Form* {AR-59}.
2. Send *Grant Application Form* to Finance Division.

Finance Division

1. Review *Grant Application Form*.
2. Send *Grant Application Form* to Sr. Accountant.

Sr. Accountant

1. Copy *Grant Application Form*.
2. Place copy of *Form* in a "Pending File."
3. Send original *Form* to Transportation Department.

GRANT SET-UP:

Transportation Department

1. After approval, generate an *Account Number Request Form* {AR-60} and four copies of the contract.
2. Send *Account Number Request Form*, all contract copies and the original *Grant Application Form* to the Procurement Management Division.

Procurement Management
Division

1. Review and approve contract.
2. Send all documents to Sr. Accountant.

Sr. Accountant

1. Review and approve contract and *Account Number Request Form*.
2. Remove one copy of contract.
3. Remove *Grant Application Form* from "Pending File."
4. File *Grant Application Form* and contract copy in "Central Grant File" by number.
5. Send contract to Finance Section.
6. Send *Account Number Request Form* to Accounting Manager.

Finance Division

1. Review and approve contract.
2. Send contract to Procurement Management Division.

Procurement Management
Division

1. Distributes contract to applicable parties.

Accounting Manager

1. Review *Account Number Request Form*.
2. Add a Source Code Number.
3. Input grant information from *Form* into *F/EXPN - Expense File Control Screen (or "TI Record")* {AR-61}.
4. Manually update Metro's Chart of Accounts.

Accounting Manager
(Cont.)

5. Sign and date *Account Number Request Form*.
6. Send *Account Number Request Form* to Sr. Accountant.

Sr. Accountant

1. Input information from *Account Number Request Form* into the following screens:
 - a). *F/TBLS - Table Descriptions Control Screen (Source Code Set-up)* {AR-70}. Enter:
 - F/TB
 - FCN IN or AD
 - TABLE ID FS - Federal
 - SS - State
 - LS - Local
 - OS - Other
 - CODE Source Code Number
 - CODE DESCRIPTION
 - "TRANSMIT"
 - b). *F/PROJ - Project Screen (Project Code Set-up)* {AR-71}. Enter:
 - F/PR
 - FCN IN or AD
 - PROJECT NO
 - TYPE 1 - Transportation
 - 2 - Planning
 - PROJECT TITLE
 - STATUS 1 - Active
 - 2 - Closed
 - DESC Description
 - PROJECT PERIOD:
 - START Beginning of Month
 - ORIGINAL COMPLETION
 - End of Month
 - LOCATION 1 - Trans
 - 2 - Planning
 - PERCENT 100
 - "TRANSMIT"

Sr. Accountant

c). *F/SP - Source Project Control Screen (Ties Source Code with Project).*

{AR-72}. Enter:

- F/SP
- FCN IN or AD
- PROJECT F - Federal
 - S - State
 - L - Local
 - O - Other
- SOURCE Source Code #
- PARTICIPATION Budget Amount
- TOTAL PARTICIPATION Total Budget Amount
- LEAVE PERCENT
- SALARY FRINGE PERCENT
- TEMP FRINGE PERCENT
- OVERHEAD PERCENT
- "TRANSMIT"

2. Upon completion of transmission of *F/SP Screen*, inquire to assure all information was correctly input:

a). FCN IN

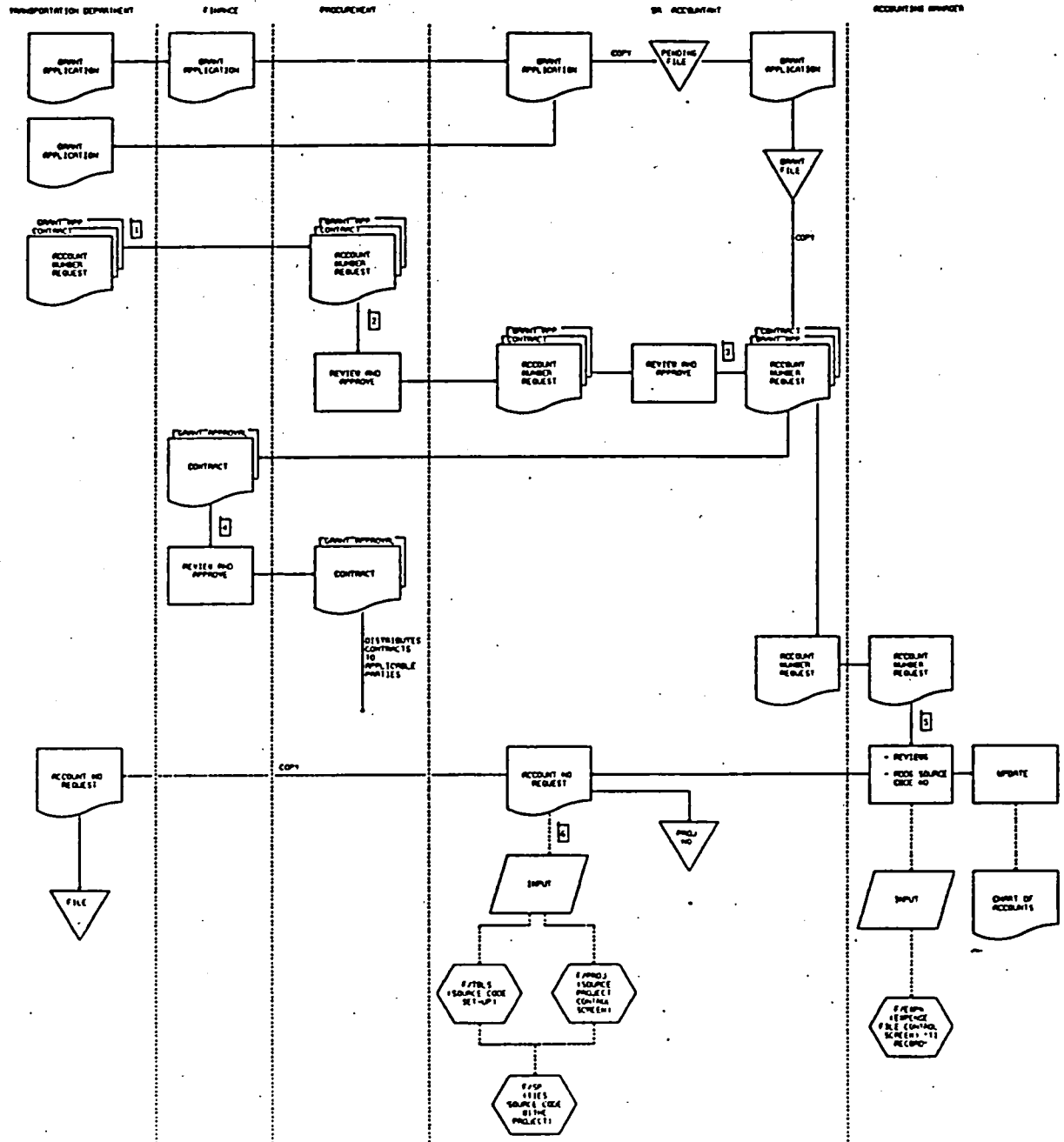
3. Make two copies of *Account Number Request Form*.

4. Send copy of *Account Number Request Form* to Transportation Department.

5. File copy of *Account Number Request Form* in Central Grant File.

6. File *Account Number Request Form* by project number.

METRO: GRANTS (TRANSPORTATION) - INITIATION/SET-UP



GRANT BILLING:

Information Systems Division
(ISD)

1. Generate *MIPGM Report* {AR-73} twice/month (Upon completion of each payroll period posting).
2. Submit *Report* to Sr. Accountant and Transportation.

Sr. Accountant

1. Review *MIPGM Report*.

Transportation Department

1. Review *MIPGM Report*.
2. Identify appropriate corrections: reporting, cost allocation, payroll, etc.
3. Send corrected report to Sr. Accountant.

Sr. Accountant

1. Receives corrected *MIPGM Report*.
2. Makes identified corrections through: J/E's, notification of corrections to appropriate Divisions, etc.
3. At the end of each month:
 - a). Generate two sets of post and trial reports through the *440 Screen* {AR-74}:
 - *440-300 - Project Grant Billing-Project Listing* {AR-75}
 - *440-500 - Project Grant Billing-Source Listing and Posting* {AR-76}
 - b). Generate *F/200 - Detailed Distribution Listing* through the *200 Detail Screen*.

Sr. Accountant
(Cont.)

4. Retain one "set" of reports in "Post Mode."
5. Send one "set" of reports in "Trial Mode" to Transportation.
6. Review all reports -- *MIPGM, F/200, 440-300, 440-500* -- to assure accuracy.
7. Recycle *MIPGM Report* and "Post Mode" *440's*.
8. Enter information from *Reports* into *Grant Billing Screen {AR-66}* (A LOTUS generated screen).
9. Print *Grant Invoice Request Approval {AR-77}*, *UMTA Echo Payment Request {AR-78}* and *Invoice Request Form {AR-68}*.
10. Copy billable pages from *440-500 Report*.
11. Attach billable pages of *440-500 Report* to the printed forms.
12. File the *440's* and *200 Report* in Grant Billing File.
13. Send the *Grant Invoice Request Approval, UMTA Echo Payment Request, 440-500 Billable Pages* and *Invoice Request Form* to Transportation Department.

Transportation Department

1. Review all forms.
2. Attach any applicable questions.
3. Send forms to Sr. Accountant.

Sr. Accountant

1. Make any appropriate modifications to grant billing.
2. Reprint *Invoice Request Form* if needed.
3. Produce *Journal Entry Forms* {AR-67}, *ODOT Forms* {AR-79} and *Grant Release Form* {AR-80} through *Grants Billing Screen*.
4. Access *Grant Billing Screen* through LOTUS 1-2-3 file:
C:\LOTUS\TRANSFD\G-BILLIN.WK3
5. Enter:
 - a). DATE OF INVOICE REQUESTS
 - b). MONTHS COVERED BY INVOICE REQUEST
 - c). UMTA INVOICE #
 - d). JOURNAL ENTRY PERIOD COVERED
 - e). JOURNAL ENTRY EFFECTIVE DATE
 - f). AMOUNT TO BE BILLED
5. Attach an *Instruction Sheet to Invoice Request Form*.
6. Place *Grant Invoice Request Approval*, *Echo Payment Request*, *440-500 Report* and *Journal Entry Form* in "Grants Billing File".
7. Send *Instruction Sheet* and *Invoice Request Form* to the A/R Clerk I.

INVOICING:**A/R Clerk I**

1. Upon receipt of *Invoice Request Form* and *Instruction Sheet* {AR-69}, Date stamp and manually type an *Invoice* {AR-49}.
2. Manually record information from *Invoice Request Form* in "A/R Log."
3. Send *Invoice Request Form* and *Invoice* to the Lead Accounting Clerk.

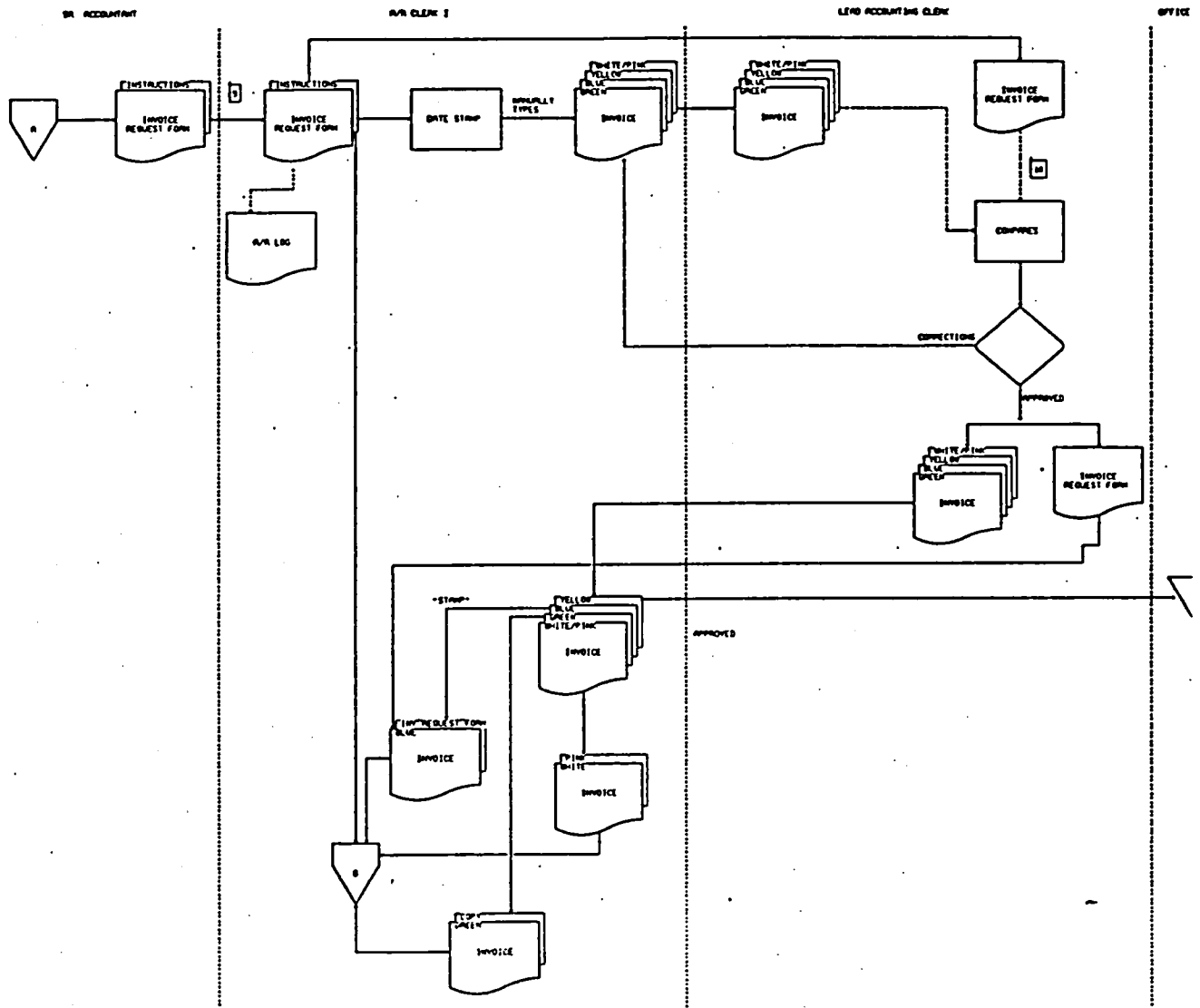
Lead Accounting Clerk

1. Compare *Invoice Request Form* and *Invoice*.
2. If corrections are necessary, identify, and send both *Forms* back to the A/R Clerk I for modification. (Clerk then repeats steps 1 - 3 above.)
3. If *Invoice* is approved, initial blue copy in lower left corner and send it and *Invoice Request Form* to A/R Clerk I.

A/R Clerk I

1. Upon receipt of *Invoice* and *Invoice Request Form*:
 - a.) Remove yellow *Invoice* copy and send it to Office Assistant for filing in a numeric file.
 - b.) Remove blue *Invoice* copy and stamp with "Control Stamp."
 - c.) Attach blue *Invoice* copy to *Invoice Request Form*.
 - d.) Leave pink and white *Invoice* copies attached.
 - e.) Remove green *Invoice*.
 - f.) Copy green *Invoice* and place with original.
2. Send blue, pink, white, green and copy, and *Instruction Sheet* to Sr. Accountant.

METRO: GRANTS (TRANSPORTATION) - INVOICING



GRANT FINALIZATION:**Sr. Accountant**

1. Retrieve *Grant Release Form, Grant Invoice Request Approval, Echo Payment Request, 440-500 Report* and the *Journal Entry Form* from the " Grants Billing File."

Transportation Department

2. Generate a "Packet" consisting of:
 - a). *Grant Release Form*
 - b). *Journal Entry Form*
 - c). *Grant Invoice Request Approval*
 - d). *Echo Payment Request*
 - e). *Copy of Invoice*
 - f). *ODOT Consultant Billing Form*
 - g). *440-500 Report*

Sr. Accountant

3. Write J/E number on *Invoice Request Form* and *blue Invoice*.
4. Initial *Invoice Request Form* and *blue Invoice* in "entered by" box.
5. Send *Invoice Request Form* and *blue Invoice* to A/R Clerk I.
6. Send "Packet" to the Accounting Manager.
7. Place pink and white *Invoice* copies in Grant Billing File.

Accounting Manager

1. Review and Approve (with a signature) "Packet."
2. Sign *Grant Release Form, Journal Entry Form* and *Echo Payment Request*.
3. Send "Packet" to Sr. Accountant.

Sr. Accountant

1. Send original *Journal Entry Form* to Data Entry Staff for entry.
2. Place copy of *Journal Entry Form* in "Packet"
3. Send "Packet" and green *Invoice* to Transportation Department.

Transportation Department

1. Review and sign *Grant Release Form - Administrative Assistant*.
2. Review and sign *Grant Release Form, Echo Payment Request* and *ODOT Consultant Billing Form - Transportation Director*.
3. Send "Packet" with any attachments to be mailed with *Invoices* to Sr. Accountant.

Sr. Accountant

1. Review "Packet" for signatures.
2. Copy signed *ODOT Consultant Billing Form* and *440-500* and place in "Packet."
3. Retrieve pink and white *Invoice* copies from Grant Billing File.
4. Attach appropriate *440-500 Sheet* and if appropriate, *ODOT Consultant Billing Form* and inserts from Transportation Department to pink and white *Invoice* copies.
5. Send *Invoices* and supporting documents to A/R Clerk I for mailing.
6. If FTA Grant, submit FTA billing via modem.
7. Remove *FTA Form*, copy and place copy in "Packet."

**Sr. Accountant
(cont.)**

8. File original *FTA Form* chronologically.
9. Notify Management Analyst amount of funds to be deposited.

Management Analyst

1. Notify Sr. Accountant when funds are received.

Sr. Accountant

1. Pull *Echo Payment Request Journal Entry*.
2. Date *Echo Payment Request Journal Entry*.
3. Attach notification from Management Analyst.
4. Send *Echo Payment Request Journal Entry* to Accounting Manager.

Accounting Manager

1. Review and approve *Echo Payment Request Journal Entry*.
2. Send *Echo Payment Request Journal Entry* to Sr. Accountant.

Sr. Accountant

1. Attach copy of *Echo Payment Request Journal Entry* to back of "Packet."
2. File "Packet" in Grants File.

BEFORE THE COUNCIL OF METRO

FOR THE PURPOSE OF ACCEPTING METRO'S) RESOLUTION NO. 93-1869
COMPREHENSIVE ANNUAL FINANCIAL REPORT)
FOR THE FISCAL YEAR ENDED JUNE 30, 1993,) Introduced by the
THE SCHEDULE OF FEDERAL FINANCIAL) Finance Committee
ASSISTANCE FOR THE FISCAL YEAR ENDED)
JUNE 30, 1993 AND THE VARIOUS AUDITOR)
REPORTS THEREON, AND THE LETTER TO)
MANAGEMENT PROVIDED BY KPMG PEAT)
MARWICK)

WHEREAS, ORS 297.425 requires the preparation of an annual financial report by Metro; and

WHEREAS, KPMG Peat Marwick, independent Certified Public Accountants, has completed their examination of the financial statements and provided their reports thereon; and

WHEREAS, the Comprehensive Annual Financial Report and the Schedule of Federal Financial Assistance and the auditor's reports thereon, must be submitted to the Secretary of State of the State of Oregon no later than December 31, 1993; and

WHEREAS, the Metro Council's Finance Committee has discussed the reports with KPMG Peat Marwick; now, therefore

BE IT RESOLVED,

1. That the Metro Council accepts Metro's Comprehensive Annual Financial Report for the fiscal year ended June 30, 1993 and audit reports thereon,
2. That the Metro Council accepts Metro's Schedule of Federal Financial Assistance for the fiscal year ended June 30, 1993 and the audit reports thereon,
3. That the Metro Council accepts the Letter to Management prepared by KPMG Peat Marwick.
4. That the Metro Council directs the Executive Officer to file the above reports with the appropriate state and federal cognizant agencies.

ADOPTED by the Council of Metro the _____ day of _____, 1993.

Judy Wyers, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION 93-1869, FOR THE PURPOSE OF ACCEPTING METRO'S COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED JUNE 30, 1993, THE SCHEDULE OF FEDERAL FINANCIAL ASSISTANCE FOR THE YEAR ENDED JUNE 30, 1993 AND THE VARIOUS AUDITOR REPORTS THEREON, AND THE LETTER TO MANAGEMENT PROVIDED BY KPMG PEAT MARWICK

Date: October 29, 1993

Presented by: Jennifer Sims
Don Cox
Joe Hoffman, Peat Marwick
Merle Waterman, Peat Marwick

FACTUAL BACKGROUND AND ANALYSIS:

The *Comprehensive Annual Financial Report for the year ended June 30, 1993* (CAFR) prepared by Metro's Finance & Management Information Department's Accounting Division is in final draft form and will be presented to the Council Finance Committee by staff. The final CAFR is scheduled for release the week of November 15, 1993 and will be provided to the Council at that time. The completion of the report has been achieved approximately one month earlier than the prior year, thanks to the hard work of Accounting staff and use of additional resources provided to the Division in the FY 1993-94 budget. The completion of this effort at an earlier time enables the division to bring current fiscal year data up to date earlier for distribution to departments and to move forward on current year work programs, such as solid waste user fee audit work, parks transfer work tasks and other priority assignments.

Don Cox, Accounting Manager will be present to highlight significant disclosures in the CAFR. Primary attention will be given to:

- Certificate of Achievement for Excellence in Financial Reporting
- Post-Closure Liability Disclosure
- Budgetary Over-Expenditure Disclosure (the number of appropriation categories exceeded has continued to decline, dropping to three in FY 1993 from thirteen in FY 1992)
- Component Unit presentation of MERC Operations
- PERS Actuarial Unfunded Liability Status

The draft Schedule of Federal Financial Assistance will also be provided by staff at this time.

KPMG Peat Marwick Audit Partner, Joe Hoffman, and Audit Manager, Merle Waterman, will be present to discuss the audit report on Metro's CAFR, the audit reports required by the Single Audit Act of 1984, and the draft Letter to Council and Executive Officer which contains observations and recommendations for improvement.

Metro staff will incorporate responses to the auditors observations upon review of the comments, and will return to the Finance Committee at a later date to review the responses.

The above documents must be filed with the State of Oregon's Division of Audits, the cognizant Federal agency and the Government Finance Officer's Association no later than December 31, 1993. The staff therefore proposes the Council adopt the resolution accepting the reports. Staff commits to providing the final copies of the reports prior to the applicable Council meeting (November 23, 1993) and to return to the Finance Committee to discuss management's response to the Letter to Management. Staff has brought the documents to the Finance Committee at this time to enable questions and discussions with Joe Hoffman, KPMG Peat Marwick Audit Partner, who will be out of town on the date of Finance Committee and Council meetings later in the month.

PROPOSED ACTION

Adoption of Resolution 93-1869.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends Resolution No. 93-1869 be adopted.



METRO

**MEDIA SUMMARY SHEET
METRO COUNCIL AGENDA
4 p.m. Dec. 9, 1993
Council chamber**

- Item 1:** Introductions.
- Item 2:** Citizen communications.
- Item 3:** Executive Officer communications.
- Item 4:** Other business.
- Item 4.1:** Executive session to discuss real estate
transactions involving Metro.
- Item 5:** Consent agenda. (These are housekeeping-type
items that have not been amended or have received
a unanimous vote from committee. Items under
the consent agenda generally are resolutions and
meeting minutes.)
- Item 6:** Ordinances, first readings. (These are proposed
ordinances that are being read on the record for
the first time. There will be no action taken on
them at this time).
- Item 6.1:** Ordinance revising current budget to pay for
continued work on business plan for Metro
Exposition-Recreation Commission. This ordinance
would transfer \$40,237 into the Program
Development Division of the Regional Services
Department to pay for a staff person to spend
half of her time during the next six months on
continuing to develop a business plan for Metro ERC.
Work has been progressing on the plan, but
additional work is needed.

Item 7: Ordinances, second readings. (These are proposed ordinances that have undergone "first readings" at a previous council meeting, have received a recommendation from a council committee, and are now ready for action).

Item 7.1: Ordinance to adopt a new chapter to the Metro Code pertaining to elections. This ordinance would make several housekeeping-type changes in the Metro Code as it relates to elections, including: (a) challenges to ballot statements can occur after the filing deadline if the challenge is resolved before printing of the Voters' Pamphlet, and Metro ballot measures can be printed in county-wide but not state-wide pamphlets; (b) vacancies in elected Metro offices will be filled in accordance with requirements of the 1992 home-rule charter; and (c) the procedure for placing ballot measures, initiatives and referendums before the voters is more clearly defined. This is a public hearing.

Item 7.2: Ordinance revising current budget to hire consultant to meet with business and civic leaders for advice about greenspaces. This would transfer \$8,500 from the Council Department budget into the Greenspaces program to help pay for a consultant, whose total contract amount will be \$53,500. The consultant will meet with business and civic leaders, conduct an opinion poll, provide for two focus groups, and develop recommendations for funding a Greenspaces bond measure. This is a public hearing.

Item 7.3: Ordinance to determine which parks, exposition and recreation facilities operated by Multnomah County are regional in nature and may be transferred to Metro. This ordinance would identify which of the parks and recreational facilities under negotiation for transfer are used by people throughout the

metropolitan area and thus should be considered regional facilities. This is a public hearing.

Item 8: Resolutions. (These are items ready for action that have been referred from a council committee).

Item 8.1: Resolution to approve an intergovernmental agreement to transfer Multnomah County's parks, expo and recreation facilities to Metro. This resolution (and the accompanying legislation, Item 7.3) would finalize the process for transferring the Expo Center, regional parks and recreational facilities from Multnomah County to Metro. If this resolution is approved and if Multnomah County passes its legislation, an intergovernmental agreement between the two agencies would be signed, and the transfer would take effect Jan. 1, 1994.

Item 8.2: Resolution to amend the pay schedule and classifications for the Laborers International Union Local 483. This resolution is part of the parks transfer issue and is necessary for positions associated with operating a parks and recreation system. These positions, arborist and park ranger, will be included in Metro's job classification system at the existing pay scale. There will be no additional financial impact.

Item 8.3: Resolution to amend a consultant contract so that a departmental performance audit can be conducted. This resolution would direct Metro's performance audit consultant, Talbot, Korvola & Warwick, to conduct an audit of Metro's public affairs activities. Metro currently has a contract with the consultant and has used the firm for other program performance audits. This resolution would add to the contract and specify the scope of work for the proposed audit. This portion of the contract would cost \$35,000 and would

evaluate the agency's public relations functions, activities, and operations.

Item 8.4:

Resolution to accept Metro's annual financial report and various other financial reports for the past fiscal year. The annual comprehensive financial report, Metro's schedule of federal financial assistance, and a "Letter to Management" from KPMG Peat Marwick will be presented to the Metro Council. KPMG Peat Marwick is a certified public accounting firm that serves as a financial consultant for Metro. The firm will provide its reports to the council.

Item 9

Councilor communications and committee reports.

(Estimated adjournment time is 6:40 p.m.)

TALKING PAPER

Council
12/9/93
4.1

Re: Subleasing Metro Center

Background

- Original Assumption: Subleasing to 95% within four (4) months; estimated loss of \$50,000
- Contract with CB Commercial to market building
- FY 1993-94 Budget anticipates \$589,336 in revenues from subleasing and parking (85% occupancy); only \$56,700 in revenues now anticipated
- Metro/AMCO Master Lease runs through June 1996; monthly rent is \$24,230

Current Status

- Two (2) long-term tenants remain in building plus one temporary tenant.
- Seven (7) additional firms are in position to execute subleases
- AMCO will extend Metro lease for three (3) years to allow subleases of five (5) years duration; extension at present rent

Options Evaluated

- Status Quo: Keep present tenants; continue to pay rent through end of Master Lease
 - Cost: \$536,860 to \$1,150,885
 - Sensitive to: Availability of full building tenant; some exposure through continued operation; potential for funding a full building tenant
 - Downside: Cost; rejection of potential tenants
- Mothball: No tenants until end of Master Lease; continue to pay rent through end of Master Lease
 - Cost: \$768,475
 - Sensitive to: Availability of full building tenant; cost of maintenance of dormant building
 - Downside: Cost; impact of empty building; rejection of potential tenants
- Buy-Out: A one-time payment to AMCO in return for immediate termination of the Master Lease
 - Cost: \$1,100,000
 - Sensitive to: Acceptability by both AMCO and Metro
 - Downside: Cost; rejection of potential tenants
- Sublease: Extend present Master Lease through June 1999; sublease portions of building to multiple tenants
 - Cost: \$293,610 to \$663,801 over five years
 - Sensitive to: Occupancy level; operations cost
 - Downside: High up-front costs (\$478,030 on top of make-up of lost revenue); Excise Taxes on rents

Discussion

- Executive Officer is prepared to recommend continuation of the subleasing option (Resolution No. 93-1883).
- Companion Ordinance No. 93-526 would proposed utilizing savings from General Revenue Bond refinancing along with a loan from the Solid Waste Operating Fund to cover foregone revenues and up-front costs.

Desired Action

- Approve subleasing concept.
- Approve commencement of demolition in Metro Center to allow installation of sprinkler system and initial tenant improvements.

Council
12/9/93
7.1

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

ORDINANCE NO. 93-517B, ADOPTING A NEW TITLE TO THE METRO CODE PERTAINING TO ELECTIONS.

Date: December 6, 1993

Presented by: Councilor Moore

COMMITTEE RECOMMENDATION: At its December 2, 1993 meeting the Governmental Affairs Committee voted 5-0 to recommend Council adoption of Ordinance No. 93-517B. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: General Counsel Dan Cooper presented the staff report. He noted that an earlier version of this ordinance had received earlier committee approval, but was returned to committee to act on comments from the Multnomah County Director of Elections, Vicki Ervin. (Note: The original staff report is attached; the December 6 report will deal only with changes approved at the December 2 committee meeting.)

Mr. Cooper said the two substantive revisions to the ordinance resulting from Ms. Ervin's suggestions are to delete the chapter on the voters' pamphlet and delete a provision that Metro give notice of Metro elections. The voters' pamphlet section should be deleted because the state voters' pamphlet for the next four years will not include local measures; however, County voters' pamphlets must include Metro measures. Administration of County voters' pamphlets is controlled by administrative rules developed by the Secretary of State. A Metro Code section on voters' pamphlets would be superfluous and could cause problems if the administrative rules were changed. The result of all this is the recommendation from Ms. Ervin and Mr. Cooper that Metro's proposed Code section on voters' pamphlets be deleted. Mr. Cooper said a section describing how explanatory statements for ballot measures would be developed was moved from the deleted section to Section 9.02.045.

The deletion of the section on election notice was also considered superfluous because County elections officials are required to give such notice. Adoption of a separate provision in the Metro Code could prove confusing.

Mr. Cooper summarized other changes in the "B" version of the ordinance. Deletion of the chapter on voters' pamphlet required re-numbering of the other two chapters, which become chapters 9.01 and 9.02. In Section 9.01.040(e), the time for filing nominations for a special election was changed from 34 to 50 days prior to election. This was suggested by Ms. Ervin, to conform with a change in state law. A new definition was added to Section 9.02.010, to define the word "Court" to mean the State Circuit Court. In Section 9.02.040(a), the time for drafting a ballot title for an Initiative Measure was changed from the first to the sixth day after filing. This was done to allow time for review of the legality of the initiative. In subsection (c) of

that section, the superfluous words "for the county" were deleted. In Section 9.02.045, on Explanatory Statements and Appeal, Mr. Cooper made some editorial changes from the earlier draft to show that the General Counsel shall draft explanatory statements and deleted a provision that the explanations be filed with the Executive before transmittal to the Elections Officer. Councilor Moore pointed out a typographical error in subsection (a) of this section, which said the explanatory statements would be filed with the Executive Officer. The committee agreed to correct that reference to the Executive Officer, properly replacing it with the word, "Director," referring to the Multnomah County Elections Director. A minor change was made to Section 9.02.050(c) regarding the number of signatures on an initiative petition. The final changes were in 9.02.080, to have the subsection listings conform with other changes.

No one testified at the public hearing, and there was no further Councilor discussion.

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

Council
12/9/93
7.1

ORDINANCE NO. 93-517A, ADOPTING A NEW TITLE TO THE METRO CODE
PERTAINING TO ELECTIONS

Date: November 23, 1993

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its November 18, 1993 meeting the Governmental Affairs Committee voted 3-0 to recommend Council adoption of Ordinance No. 93-517A. Voting were Councilors Gardner, Hansen, and Wyers. Councilors Gates and Moore were excused.

COMMITTEE DISCUSSION/ISSUES: The Governmental Affairs Committee considered this ordinance at three meetings, on October 21, November 4, and November 18. General Counsel Dan Cooper explained the purposes of the ordinance are to consolidate Code sections dealing with elections and filling of vacancies in elective office, to bring the Code in conformance with the Charter and applicable provisions of state law, and to provide a clear method for placing measures on the regional ballot.

Most of the substantive changes to the ordinance were made in Chapter 9.02, dealing with vacancies in office. At the October 21 meeting, the committee directed Mr. Cooper to revise the section on the filling of vacancies to provide for appointments to a vacant office to be for a short time, and for vacancies to be filled by election. Section 9.02.040 implements this change, providing that a vacancy will be filled by appointment for no more than one year, with an election held to fill the vacancy as soon as possible. This chapter also describes the process for filling a vacancy by appointment; that process is similar to the process for filling Council vacancies that is currently in the Code. Finally, this chapter includes provisions for emergency succession in the event of the death or disqualification of the Executive Officer. This provision was needed in order to permit the business of the agency to continue.

At the November 18 meeting, Mr. Cooper reviewed the changes from the prior draft. These included a provision on page 7 of the draft ordinance, in Section 9.02.030, to provide for Council to declare a vacancy by adoption of a resolution. On pages 9 and 10, dealing with the process for making appointments to fill vacancies on the Council, the period for advertising the vacancy and notifying neighborhood groups was extended to four weeks (increased from three and two weeks, respectively). A new subsection (3) was added to allow the Presiding Officer to begin the notification process prior to formal declaration of a vacancy. This would allow the process to start upon knowledge of a vacancy, through death or resignation, prior to Council's convening to consider a resolution declaring the vacancy. Finally, Mr. Cooper explained the provisions of the section on emergency succession, which stipulates that if the Director of

Finance succeeds to the position of Executive Officer, that person will continue to serve as Finance Director; this would allow that person to return to that position following appointment or election of an Executive.

Councilors Gardner and Wyers asked for clarification of the term "qualified" in the section on emergency succession. Mr. Cooper said the person filling the vacancy must otherwise be qualified to take the oath of office; if the Deputy Executive Officer, for example, were not a resident of the Metro area, s/he could not serve as the Executive Officer even on an interim basis.

Councilor Wyers asked for clarification on section 9.02.020, Vacancy in Office. Subsection 5 describes a criterion for vacancy in the office of Councilor upon absence from Council meetings for 60 days. Councilor Wyers asked how this would apply if, for example, a Councilor were hospitalized for over 60 days. Mr. Cooper said such absence would constitute grounds for declaration of a vacancy, but the Council would not be obligated to declare the vacancy. He further explained that Charter language calls for a vacancy upon such absence "without the consent of the Council." In such cases, the Council has some latitude in deciding whether to declare a vacancy.

Councilor Gardner asked to have subsections 9.02.060 - .080 renumbered to be in succession following the prior numbers. Those sections would be renumbered 9.02.050 - .070. Councilor Hansen moved to substitute the "A" version of the ordinance, including the renumbering. That motion, and a subsequent motion to recommend Council adoption of Ordinance 93-517A, both passed 3-0.



CLACKAMAS COUNTY

Metro
12/9/93
7.3

Board of Commissioners

DARLENE HOOLEY
CHAIR

ED LINDQUIST
COMMISSIONER

JUDIE HAMMERSTAD
COMMISSIONER

MICHAEL F. SWANSON
COUNTY ADMINISTRATOR

December 8, 1993

Metro Council Members
600 NE Grand Ave.
Portland, OR 97232-2736

RE: Resolution 93-520

Dear Council Members:

The Clackamas County Board of Commissioners continues to support the MPAC position and our understanding of the intent of the Metro Charter. This causes us to once again recommend that the Metro Council establish criteria for "metropolitan concern" prior to accepting additional responsibilities such as the operation of Multnomah County Parks. We hope that you do not pass this at your meeting tonight.

Instead, we would very much like to offer our help and work with you and the other counties to help establish the criteria for establishing "metropolitan concern." We strongly believe that by working in partnership, we can establish mutually agreed upon criteria that all can embrace. We look forward to the opportunity to be a part of the process in establishing the criteria to deal with the various concerns that will affect so many our region's citizens.

Thank you for your consideration.

Clackamas County Commissioners

Darlene Hooley, Chair

Ed Lindquist, Commissioner

Judie Hammerstad, Commissioner

cc: MPAC



MULTNOMAH COUNTY OREGON

Metro Council
12/9/93
8.1

M E M O R A N D U M

TO: Members of METRO
FROM: Multnomah Board of County Commissioners
RE: Parks transfer
Date: December 9, 1993

In response to concerns raised at the December 8, 1993 MPAC meeting, Multnomah County is taking the following actions in regards to our neighborhood parks. Chair Bev Stein reaffirmed directions to the Department of Environmental Services and County Counsel to prepare as promptly as feasible the necessary documents to expedite the transfer of the neighborhood parks to the City of Portland. The Board of Commissioners also reaffirms its commitment to its policy of the transfer of neighborhood parks to their host city. We expect the transfer of neighborhood parks to the City of Portland to proceed smoothly and with dispatch.

The language concerning neighborhood parks in the I.G.A. with METRO is expected to be needed only in the very short term, until the transfer can be finalized.

Sincerely,

Sharon Kelly
Don Saltzman
Bev Stein
Jay
Ray

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

Council
12/9/93
8.1

RESOLUTION NO. 93-1877, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND METRO REGARDING TRANSFER OF REGIONAL PARKS, NATURAL AREAS, GOLF COURSES, CEMETERIES, AND TRADE/SPECTATOR FACILITIES PRESENTLY OWNED AND OPERATED BY MULTNOMAH COUNTY TO METRO.

Date: December 6, 1993

Presented by: Councilor Devlin

COMMITTEE RECOMMENDATION: At its December 2, 1993 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Resolution No. 93-1877. Voting were Councilors Gates, Gardner, Hansen, and Wyers. Councilor Moore was excused.

COMMITTEE DISCUSSION/ISSUES: Deputy Executive Officer Dick Engstrom presented the staff report. He reviewed the background of this issue, and said the last two items considered dealt with the Natural Areas Acquisition and Protection Fund, and provisions concerning the Multnomah County Fair.

Councilor Moore raised concerns in three areas: neighborhood parks; Natural Areas Fund; and the excise tax. Her concern with the neighborhood parks was that the Intergovernmental Agreement (IGA) did not propose maintenance and operation of those parks to be a compensated service; such maintenance would be paid for from the Regional Parks/Expo Fund, unless funds weren't available, in which case the County would reimburse Metro for the expenses.

Senior Assistant Counsel Mark Williams said the proposal to have Metro take over the neighborhood parks was in the IGA at the County's insistence, as a stopgap measure in case the expected agreement to transfer those parks to the City of Portland were delayed. The County is transferring to Metro its staff and resources for neighborhood parks maintenance, and they would not have resources to take care of those parks after January 1, 1994. He added that his office believes the IGA meets requirements that this be a compensated service, because funds to pay for maintenance and operation of the neighborhood parks would be limited to County-originated funds; there would be no other Metro funds used to pay for this service. Councilor Devlin said it was clear that neither Metro nor Multnomah County wants to operate the neighborhood parks, and a transfer to the City of Portland would be in both agencies' interests. They are discussed in the IGA only to ensure that the small level of maintenance required will be done if necessary, and to provide that health and safety issues are addressed in an interim period prior to transfer to the City. He added that the City was concerned that health and safety needs be addressed in the IGA, so they would receive safe facilities at the time of transfer. Councilor Moore suggested the County contract with the City for maintenance.

Charlie Ciecko, Multnomah County Parks Manager, said the documents effecting the transfer would be filed with the County

Board of Commissioners for consideration in December. He said he foresaw no problem with the County Board, but he could not guarantee City acceptance, although he knew of no outstanding concerns at the City.

Councilor Gardner agreed that Metro does not want to be in the business of owning or operating the neighborhood parks. He said it is important for Metro to agree to maintain them for a short time in order to preserve the County's negotiating position with the City: without a provision for maintenance in the IGA, the County's options for dealing with the City would be quite limited. He said he supports the language in the IGA as long as it is clear that the Multnomah County parks system will generate the necessary revenues to provide for neighborhood parks' maintenance, and that Metro's commitment not to take ownership of the neighborhood parks is quite clear.

Councilor Wyers wanted Metro's interests to be covered in case the agreement between the City and County fell through. She said more specificity in the IGA would be preferable.

Councilor Moore said she wanted either a date certain for the end of Metro's responsibility for the neighborhood parks, or a clear provision that the County would provide direct payment for their operations.

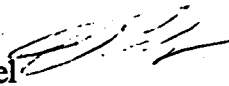
Councilor Moore asked for clarification on the excise tax, stating that it was her understanding the excise tax generated at the County facilities was supposed to be dedicated to those facilities. Mr. Williams said that all user fees would remain in the parks system, but the use of the excise tax was at the Metro Council's discretion. He added that this language was consistent with the MOU language. In response to a question from Councilor Wyers, he said that is consistent with Metro policy on the excise tax. Council Analyst Casey Short brought to the Committee's attention a point on the excise tax. He cited a memo from Mr. Williams which said the excise tax was not to go into effect until July 1, 1994, and Ordinance No. 93-520 (declaring the transferred facilities to be of metropolitan concern, and previously approved by the Committee) would need to be amended at Council to reflect the terms of the IGA.

Councilor Moore cited the County's resolution on the Natural Areas Fund, saying that it was to receive some of the proceeds of the sale of undeveloped property only. She was concerned that Metro would have not review over the types of properties sold or the use of the sale proceeds. Councilor Devlin said the terms of the IGA were as proposed because the Fund is a County Fund, and Metro would not have control over it, and a requirement for Metro review would pose a problem similar to those in the Consolidation Agreement with the City of Portland for MERC facilities. He added that the provision dealing with undeveloped properties only was added at the County to resolve a problem they had earlier had with sale of a Sheriff's facility that would have to be replaced;



METRO

*Council
12/9/93
8.1*

Date: December 7, 1993
To: Dick Engstrom, Deputy Executive Officer
From: Mark B. Williams, Senior Assistant Counsel 
Regarding: HOUSEKEEPING AMENDMENTS TO IGA
Our file: 7.§1.G

Attached as you requested please find, in redline/strikeout fashion, language for amendments to the IGA which would conform the County's version to Metro's, in order to assure that each governing body has passed the same IGA.

gl
1687

Attachment

Section 3(C)(1):

C. Real and Personal Property

1. Effective January 1, 1994, COUNTY hereby transfers to METRO the right to beneficial use of all real and personal property comprising the County Facilities, including any personal property associated with the management or operation of the County Facilities. COUNTY shall not take any action with regard to the real property or personal property comprising the County Facilities that would interfere with management and operation of the County Facilities by METRO. ~~During Phase I of this Agreement, METRO will not make any significant structural or functional changes to the County Facilities without first allowing the Transition Team to discuss the changes.~~ During PHASE I of this Agreement, METRO shall list COUNTY as an additional insured on METRO property policies with respect to the County Facilities.

Section 3(E)(4):

4. Capital Improvements/ADA Compliance The parties agree that the COUNTY shall complete and carry out any currently budgeted capital improvements and/or ADA compliance projects planned for the COUNTY facilities, regardless of whether funds for such improvements/projects are budgeted in the Multnomah County Recreation Fund or elsewhere in the COUNTY's budget. COUNTY shall complete these improvements/projects by transferring the appropriate budgeted funds to Metro upon the effective date of this Agreement, unless the parties ~~Transition Team~~ agrees upon an alternative method of completion.

Section 4(B):

B. Records and Information to be Provided in Advance of Effective Date

In addition to any records requested by METRO or Metro ERC, COUNTY shall provide the following records and information as soon as possible, and in no event later than December 31, 1993.

Council
12/9/93
8.2

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

RESOLUTION NO. 93-1878, AMENDING THE PAY SCHEDULE AND CLASSIFICATIONS FOR THE LABORERS INTERNATIONAL UNION, LOCAL 483 CONTRACT

Date: December 6, 1993

Presented by: Councilor Gardner

COMMITTEE RECOMMENDATION: At its December 2, 1993 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Resolution No. 93-1878. Voting were Councilors Gates, Gardner, Hansen, and Wyers. Councilor Moore was excused.

COMMITTEE DISCUSSION/ISSUES: Personnel Director Paula Paris presented the staff report. She said this item is a companion to the Multnomah County Parks/Expo Intergovernmental Agreement (Resolution No. 93-1877), and is needed to adapt Metro's pay and classification plan to add two new classifications for people who will be moving to Metro with the transfer. The changes followed discussions with Union representatives, and result in two additions to the classification plan. Those new positions are Arborist and Park Ranger.

Councilor Gardner asked if these changes represent differences in pay level compared with the existing pay rates at Multnomah County. Ms. Paris said all staff being transferred, with one exception, fall into applicable Metro pay ranges; Metro's ranges are higher at the top end, but have fewer steps. One person will see an increase of approximately \$1.24/hour, because of the differences in pay scales between the two agencies.

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

Council
12/9/93
8.3

RESOLUTION NO. 93-1880, AMENDING A CONTRACT WITH TALBOT, KORVOLA & WARWICK FOR FY 93-94 PERFORMANCE AUDIT SERVICES.

Date: December 6, 1993

Presented by: Councilor Gardner

COMMITTEE RECOMMENDATION: At its December 2, 1993 meeting the Governmental Affairs Committee voted 5-0 to recommend Council adoption of Resolution No. 93-1880. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Council Analyst Casey Short presented the staff report. He said this resolution is in draft form, for consideration by the Committee; if they forward it to the Council, it will require a motion to file with the Council Clerk and recommend adoption. The purpose of the resolution is to amend the contract with Talbot, Korvola, and Warwick for performance audit services, to have their third performance audit be of the Public Affairs Department at a cost of \$35,000. He discussed the scope of work and summarized the information in a December 1 memo to the committee from him and Council Administrator Don Carlson.

In response to a question from Councilor Hansen, Mr. Short and Jack Talbot of the contracting firm said they expected the performance audit to be completed in time for recommendations to be included in the FY 94-95 budget, probably in late March or early April, 1994.

Councilor Wyers asked for clarification on the costs of the contract. Mr. Short and Mr. Talbot said this is the second year of a three-year contract for up to \$180,000, with \$60,000 budgeted each year. The full \$60,000 was expended in 1992-93, and this amendment would raise the total amount spent to \$95,000; the \$35,000 proposed for this amendment would be the first expenditure against this contract in FY 93-94.

Councilor Wyers said she had heard from the Executive's office that they only became aware this contract was being proposed the day before the committee meeting, and commented that this showed a problem with the process. She wants to eliminate surprises between the Council and the Executive, and asked that more attention be paid to notice of such issues in the future.

Councilor Gardner asked for clarification of the Scope of Work as submitted in the draft resolution. In section d) of Task 2, he asked if the audit of public involvement activities would encompass just the Public Affairs Department or the agency as a whole. Mr. Talbot said he envisioned the audit to include a look at such programs throughout the agency in Phase I, in order to determine if there are problems to be explored more fully in Phase 2.

Councilor Moore said she wanted to be sure the scope of work was clear to the contractor and staff administering the contract, and that it reflected that the Phase I research would look at public affairs issues and programs agency-wide, not just in the Public Affairs Department. The committee concurred that the broader look was what it wanted, and amended the draft scope of work to reflect that direction. The amendments included making the words, "Public Affairs" lower-case where applicable on page 2 of the Scope of Work, and changing section b) of Task 2 to refer to "public affairs activities" rather than "Public Affairs office."