

# A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
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**METRO**

**MEETING:** METRO COUNCIL REGULAR MEETING  
**DATE:** February 9, 1995  
**DAY:** Thursday  
**TIME:** 2:00 p.m.  
**PLACE:** Council Chamber

<u>Approx. Time *</u>		<u>Staff Presenter</u>	<u>Lead Councilor</u>
2:00 PM	<b>CALL TO ORDER AND ROLL CALL</b>		
(5 min.)	1. <b>INTRODUCTIONS</b>		
(5 min.)	2. <b>CITIZEN COMMUNICATIONS</b>		
(5 min.)	3. <b>EXECUTIVE OFFICER COMMUNICATIONS</b>		
	4. <b>CONSENT AGENDA</b>		
2:15 PM (5 min.)	4.1 Consideration of Minutes for the February 2, 1995 Metro Council Regular Meeting and the Minutes for the January 31, 1995 Metro Council Work Session.		
	5. <b>ORDINANCES SECOND READINGS</b>		
2:20 PM (10 min.)	5.1 <b>Ordinance No. 95-586</b> , An Ordinance For the Purpose Of Amending The Metro Code Relating To Parking Regulation At Metro Facilities.	Burton	Washington
2:30 PM (10 min.)	5.2 <b>Ordinance No. 95-589</b> , An Ordinance Amending the FY 1994-95 Budget And Appropriations Schedule By Transferring \$6,500 From Materials and Services To Personal Services In The Building Management Fund For The Purpose Of Adding One Security Officer 1 Position In Lieu Of One Contract Security Officer; And Declaring An Emergency	Burton	Washington
	6. <b>RESOLUTIONS</b>		
2:40 PM (15 min.)	6.1 <b>Resolution No. 95-2096</b> , For The Purpose Of Authorizing The Executive Officer To Execute An Intergovernmental Agreement Creating A regional Arts and Cultural Agency		Washington
2:55 PM (10 min.)	7. <b>COUNCILOR COMMUNICATIONS</b>		

For assistance/Services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office)

\* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

Approx.  
Time \*

Presenter

- |           |    |                          |  |
|-----------|----|--------------------------|--|
| 3:05 PM   | 8. | <b>LEGISLATIVE ITEMS</b> |  |
| (10 min.) |    |                          |  |
| 3:15 PM   |    | <b>ADJOURN</b>           |  |

\* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

**AGENDA ITEM NO. 5.1**  
**Meeting Date: February 9, 1995**

**Ordinance No. 95-586**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO. 95-586
THE METRO CODE RELATING TO	)	
PARKING REGULATIONS AT METRO	)	Introduced by Mike Burton,
FACILITIES	)	Executive Officer

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. A new chapter is added to the Metro Code to read as follows:

CHAPTER 2.14

PARKING REGULATIONS

SECTIONS:

2.14.010 Purpose. The purpose of this Chapter is to provide for regulations governing the use of Metro parking lots and controlling the parking of automobiles on Metro facilities.

2.14.010 Definition:

(a) "Parking Lot" means any Metro owned or managed vehicle parking areas including but not limited to the Metro Washington Park Zoo Parking Lot, the Convention Center Parking Lot, parking at the Metro Regional Center, Expo Center, facilities managed by the Metro Regional Parks and Greenspaces Department or any other Metro-owned or operated parking facility, whether currently owned or managed or which Metro acquires or assumes responsibility hereafter.

(b) "Premises" mean any property, buildings or grounds which are either owned by Metro or which are the responsibility of Metro to manage.

2.14.010 Parking Regulation: The following rules shall govern all vehicles operated within the area of any Metro Parking Lot or Metro Premises.

(a) It shall be a violation of this Code for the driver of any motor vehicle or bus to violate any legend or direction contained in any sign, signal, or marking now installed or hereafter installed upon any portion of Metro Premises or Metro Parking Lot areas. Drivers of all vehicles shall drive in a careful and safe manner at all times, and shall comply with the signals and directions of the police or security officers and all posted traffic signs. Blocking of entrances, driveways, walks, loading platforms, fire lanes, or fire hydrants is prohibited. Parking without authority, or parking in an unauthorized locations or in locations reserved for other persons or contrary to the directions of posted signs, is prohibited.

(b) Metro or Metro ERC security personnel designated by the Executive Officer as serving as a Metro parking patrol shall have the authority and duty to issue parking citations in accordance with subsection (c) of this section for a violation specified by subsection (a) of this section. The Metro parking patrol shall have no other police authority. Persons appointed as Metro parking patrol shall be special police officers of Metro. As special police officers, the Metro parking patrol personnel shall have authority to issue citations for violations of parking or non-moving traffic violations occurring on Metro Premises or Metro Parking Lots, and particularly they shall have authority to issue citations. To the extent of the power and authority granted in this section, such personnel shall exercise full police power and authority.

(c) Parking Citations:

- (1) Form of citations. All parking citation forms used by the Metro parking patrol shall be in a form approved by the General Counsel of Metro and as issued by the District Court for the State of Oregon for Multnomah County. Such parking citations shall, at a minimum, clearly state:
  - (A) the date, place, and nature of the charge;
  - (B) time and place for the defendant's appearance in court;
  - (C) name of the issuing officer;
  - (D) license number of the vehicle.
- (2) Procedure for issuing citations. Any citation form issued pursuant to this Code section shall either be delivered to the defendant or placed in a conspicuous place upon the vehicle involved in the violation. A duplicate original of the notice shall serve as the complaint in the case when it is filed with the court. In all other aspects, the procedure now provided by law in such cases shall be followed, but ORS 810.365 does not apply. The officer need not have observed the act of parking, but need only observe that the car was parked in violation of Metro Code.
- (3) Use of parking citation as complaint. The original of the traffic citation form when completed to meet the minimum requirements of ORS 221.340 may serve as a complaint, other forms of parking complaints are prohibited.
- (4) Citation form books issued by District Court. Citation form books for parking violations shall be provided by the District Court and upon request distributed to the Metro parking patrol officers who issue them.

(5) List of parking citations. A list of the parking citations issued by Metro parking patrol officers shall be forwarded to the District Court within twenty-four (24) hours.

(d) Person Responsible for Violation Charged by the Citation: The registered owner of the vehicle is prima facie responsible for the violation charged by the citation.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

ATTEST:

\_\_\_\_\_  
Recording Secretary

rpj  
1208

## STAFF REPORT

RECOMMENDS AND SEEKS APPROVAL FOR METRO ORDINANCE NO. 95-586 TO AUTHORIZE DESIGNATED METRO STAFF TO ISSUE PARKING CITATIONS AT METRO PARKING LOTS.

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Date: February 2 1995

Presented by: Doug Butler

### Staff Findings

Metro operates parking lots which serve Metro visitors and staff at Metro facilities. The parking lots that are open to the general public generate revenues for Metro.

Ordinance 95-586 provides a method for controlling illegal and unauthorized parking at Metro parking lots through the issuance of Multnomah County District Court parking citations. Currently, except for the Metro Zoo, Metro staff responsible for parking lot management do not have authority to issue Multnomah County District Court parking citations to illegally parked vehicles at Metro parking lots located at Metro Regional Center, Oregon Convention Center and Greenspaces/Parks facilities.

The four hundred space Metro parking structure, for example, located next to Metro Regional Center accommodates Metro Regional Center building visitors and serves as a revenue generating enterprise through daily and monthly parking rentals. During 1994 one-hundred and fifty cars were issued warnings for illegally parking in the Metro parking structure. Illegal parkers do not pay the monthly or daily parking fees and are not visiting Metro Regional Center building. The number of vehicles receiving the warnings in 1994 represents a portion of cars which illegally parked in the structure. The warnings reminded parkers that the structure is a pay for parking area except when visiting Metro. In some instances some illegally parked cars recieved warnings more than once.

Current Metro Code does not authorize the issuance of Multnomah County District Court parking citations at the Metro parking structure and City of Portland ordinance prohibits the towing of illegally parked cars from the parking structure because parking ticket stubs are not offered to daily parking structure customers. Staff is seeking to have Metro Ordinance 95-586 approved and to install an automated daily pay for parking ticket dispenser at the Metro parking structure.

Together, Metro Ordinance 95-586 and the installation of a daily paid parking ticket dispenser at the Metro parking structure will greatly reduce the incidences of unauthorized parking at the Metro parking structure.

As an aside, analysis cited by Parking Management, Incorporated, indicates the convenience of automated pay for parking ticket dispensers like the unit proposed to be installed at the Metro parking

structure have increased daily parking revenues by approximately 20% when installed at downtown Portland public parking lots.

In addition to the structured parking facility adjacent to the Metro Regional Center, the proposed Metro Ordinance 95-586 will allow;

\*authorized security staff at the Oregon Convention Center to issue Multnomah County District Court parking citations to vehicles parked in public right-of-ways, and

\*Metro/Greenspaces Park Rangers to issue Multnomah County District Court parking citations to vehicles parked in restricted areas such as emergency fire truck lanes and public right-of-ways to visitors of heavily used facilities such as Blue Lake Park.

#### Budget Impact

No Metro staff additions or new equipment purchases are proposed.

#### Recommendation

The Executive Officer recommends adoption of Ordinance NO. 95-586.



**AGENDA ITEM NO. 5.2**  
**Meeting Date: February 9, 1995**

**Ordinance No. 95-589**

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY )  
1994-95 BUDGET AND APPROPRIATIONS )  
SCHEDULE BY TRANSFERRING \$6,500 )  
FROM MATERIALS AND SERVICES TO )  
PERSONAL SERVICES IN THE BUILDING )  
MANAGEMENT FUND FOR THE )  
PURPOSE OF ADDING ONE SECURITY )  
OFFICER I POSITION IN LIEU OF ONE )  
CONTRACT SECURITY OFFICER; AND )  
DECLARING AN EMERGENCY )

ORDINANCE NO. 95-589

Introduced by Mike Burton,  
Executive Officer

WHEREAS, The General Services Department currently uses contract security services to cover the main security/reception desk in the Metro Regional Center, and

WHEREAS, The contracted security officer at this station provides the initial point of contact and information for many visitors to the Regional Center, and

WHEREAS, This purpose can be better served by a Metro employee than by a contracted individual, and

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1994-95 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 ORDAINS AS FOLLOWS:

1. That the FY 1994-95 Budget and Schedule of Appropriations is hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$6,500 from Materials and Services to Personal Services in the Building Management Fund.

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 \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of the Council

RSR I:\BUDGET\FY94-95\BUDORD\95-589\ORD.DOC

## STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 95-589 FOR THE PURPOSE OF AMENDING THE FY 1994-95 BUDGET AND APPROPRIATIONS SCHEDULE BY TRANSFERRING \$6,500 FROM MATERIALS AND SERVICES TO PERSONAL SERVICES IN THE BUILDING MANAGEMENT FUND FOR THE PURPOSE OF ADDING ONE SECURITY OFFICER I POSITION IN LIEU OF ONE CONTRACT SECURITY OFFICER; AND DECLARING AN EMERGENCY.

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Date: January 23, 1995

Presented by Doug Butler

### BACKGROUND AND ANALYSIS

This Ordinance amends the Metro Regional Center budget within the Facilities Services Division of the General Services Department in the Building Management Fund to add one Security Officer I position in lieu of one contracted security officer. The annual cost increase for next year will be \$2,126 and is already reflected in the proposed FY 1995-96 budget.

The net cost increase for the remainder of this fiscal year is \$780 (assuming implementation on April 1st) and can be funded with other savings within the Department Budget. The net effect of this change this fiscal year will be to transfer \$6,500 from Materials and Services to Personal Services. Of this amount \$5,720 will be a decrease in the existing security contract and the balance of \$780 will be a decrease in Cleaning Services.

The General Services Department currently uses contract security services to cover the main security/reception desk in the Metro Regional Center 24 hours per day. The person assigned at this station provides the initial point of contact and information for many visitors to the Regional Center. This is particularly true of the individual assigned during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) when most visitors are in the building.

The security contractor rotated approximately 30 different individuals through this position during the normal business hours shift during the last calendar year. This high turn-over rate has resulted in substandard performance and has created a poor public impression. Further, this high turn-over has resulted in a significant loss of existing staff time to train and assist these numerous individuals. (We estimate that it takes our existing staff approximately 16 hours to get a new employee fully trained.)

This high-turnover of contract personnel is primarily a function of the low salaries paid in that industry. (Typically, the individuals in this position are paid \$5.25 - \$5.50/hour.)

Studies of this problem across the country have indicated that turn-over is reduced as salaries are increased. One option for addressing this problem would be to amend the existing contract to specify a higher minimum salary for individuals employed to cover the security/ reception desk during normal business hours. If this option were selected, Metro would be responsible for the resulting increased costs including typical contractor mark-ups. During the our negotiations for a new contract, for example, an increase in individual salary to \$7.00/hour, would result in a charge of \$11.00/hour to Metro.

This Ordinance addresses this turn-over problem by replacing a contract employee with a Metro employee during normal business hours. (While it might be desirable to consider replacing all of the contract security employees rather than just one shift, the increased costs of this strategy encourages a more conservative approach.) There are two primary advantages of this approach over the option of amending the contract to pay higher salaries. First, the combination of a good salary, excellent benefits, and a long-term job assignment will dramatically reduce turn-over from what can be expected under the contract even if contract salaries are increased. (The base salary for a Security Officer I is \$8.74/hour with a fringe benefit rate of 33.5%. The total cost is, approximately \$12.02/hour (including 6-month step increase) but the employee gets the full benefit of this expense compared with only \$7.00 under an amended contract.)

Second, the long-term Metro employee will certainly be more productive and more readily accepted. With more experience and consistency, the individual will know the staff and the activities of Metro well. In turn, this creates the opportunity to make assignments that could not be made to a temporary employee. Finally, the higher compensation rates will allow us to attract and screen for well-qualified individuals with a friendly, helpful attitude and to expect much greater competency.

## BUDGET IMPACT

We expect to hire a Security Officer I beginning April 1, 1995 at \$8.74 per hour which equals \$6,500 (including fringe benefits) for the balance of FY 1994-95. This expense will be partially offset by a reduction of \$5,720 in the contract amount for security services - the amount associated with the reduction of one position from that contract. The net increase of \$780 is proposed to be funded from savings in our contract for janitorial services which has recently be renegotiated at a substantial savings.

## EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 95-589.

Exhibit A  
Ordinance No. 95-589

# Building Management Fund

FISCAL YEAR 1994-95		CURRENT BUDGET		REVISION		ORDINANCE 95-589	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Metro Regional Center Operations</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Director	0.30	21,303			0.30	21,303
	Associate Program Supervisor	0.55	26,725			0.55	26,725
	Principal Administrative Services Analyst	0.10	5,798			0.10	5,798
	Assistant Management Analyst	0.25	10,404			0.25	10,404
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	0.65	18,381			0.65	18,381
	Building Service Worker	1.45	33,191			1.45	33,191
	Security Officer II	0.90	21,000			0.90	21,000
	Security Officer I	0.90	16,864	1.00	4,869	1.90	21,733
511400	OVERTIME		1,260				1,260
512000	FRINGE		66,620		1,631		68,251
	Service Reimbursement-Workers' Comp		0				0
	<b>Total Personal Services</b>	<b>5.10</b>	<b>221,546</b>	<b>1.00</b>	<b>6,500</b>	<b>6.10</b>	<b>228,046</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		1,500				1,500
521220	Custodial Supplies		7,500				7,500
521240	Graphics/Reprographic Supplies		2,000				2,000
521292	Small Tools		1,500				1,500
521310	Subscriptions		100				100
521510	Maintenance & Repairs Supplies-Building		500				500
524190	Misc Purchased Professional Services		55,000		(5,720)		49,280
525110	Utilities-Electricity		135,000				135,000
525120	Utilities-Water & Sewer		17,680				17,680
525130	Utilities-Natural Gas		63,440				63,440
525190	Utilities-Other		6,790				6,790
525200	Cleaning Services		194,353		(780)		193,573
525610	Maintenance & Repairs Services-Building		45,900				45,900
525620	Maintenance & Repairs Services-Grounds		9,400				9,400
526310	Printing Services		1,500				1,500
526800	Training, Tuition, Conferences		2,300				2,300
526900	Misc. Other Purchased Services		25,760				25,760
528100	License, Permits, Payments to Other Agencies		2,000				2,000
	<b>Total Materials &amp; Services</b>		<b>572,223</b>		<b>(6,500)</b>		<b>565,723</b>
	<b>Total Capital Outlay</b>		<b>55,000</b>				<b>55,000</b>
	<b>TOTAL EXPENDITURES</b>	<b>5.10</b>	<b>848,769</b>	<b>1.00</b>	<b>0</b>	<b>6.10</b>	<b>848,769</b>
<b>TOTAL BUILDING MANAGEMENT FUND EXPENDITURES</b>		<b>6.55</b>	<b>2,801,038</b>	<b>1.00</b>	<b>0</b>	<b>6.55</b>	<b>2,801,038</b>

**Exhibit B  
Ordinance No. 95-589**

**FY 1994-95 SCHEDULE OF APPROPRIATIONS**

	<b>Current</b>		<b>ORD. NO. 95-589</b>
	<b>Appropriation</b>	<b>Revision</b>	<b>Proposed</b>
			<b>Appropriation</b>
<b>BUILDING MANAGEMENT FUND</b>			
Personal Services	242,612	6,500	249,112
Materials & Services	700,249	(6,500)	693,749
Capital Outlay	60,000		60,000
Interfund Transfers	1,428,958		1,428,958
Contingency	50,000		50,000
Unappropriated Balance	319,219		319,219
<b>Total Fund Requirements</b>	<b>2,801,038</b>	<b>0</b>	<b>2,801,038</b>

**All Other Appropriation Levels Remain as Previously Adopted**

**AGENDA ITEM NO. 6.21**  
**Meeting Date: February 9, 1995**

**Resolution No. 95-2096**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 95-2096
THE EXECUTIVE OFFICER TO EXECUTE	)	
AN INTERGOVERNMENTAL AGREEMENT	)	Introduced by Councilor
CREATING A REGIONAL ARTS AND	)	Ed Washington
CULTURAL AGENCY	)	

BE IT RESOLVED:

That the Metro Council hereby authorizes the Executive Officer to execute an Intergovernmental Agreement creating a Regional Arts and Cultural Agency in a form substantially similar to attached Exhibit "A."

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

**METRO**

Date: February 2, 1995

To: Metro Council

From: Ed Washington, Regional Facilities Lead Councilor

Re: Resolution No. 95-2096 For the Purpose of Authorizing the Executive Officer to Execute an Intergovernmental Agreement (IGA) Creating a Regional Arts and Cultural Agency

This is to inform you that I have introduced Resolution No. 95-2096 for the Council to approve the IGA which will give Metro's support for the creation of the private non-profit organization called the Regional Arts and Cultural Council (RACC). As you recall the Council had a substantial review and discussion of the IGA at its January 31, 1995 Work Session. At that time we heard responses to questions raised by Council Staff from the representatives of the RACC. Executive Officer Mike Burton appeared to raise several concerns about the IGA specifically the rationale for the make up of the Board of Directors and the designation of the RACC as the distribution agency for potential regional revenues acquired for the support of arts programs.

In response to these concerns, the RACC representatives assured the Council that this IGA is an interim step to develop a long range, publicly supported regional arts and cultural program. They pointed out that if we are successful in obtaining a stable, regional funding source for arts and cultural programs, then the provisions of this IGA are expected to be reviewed and appropriate changes can be made to the program and organization at that time.

This IGA is the culmination of a lot of hard work by citizens and governmental officials who support the development of arts and cultural programs in this region that are accessible to all persons in the region. I heartily recommend that the Council adopt Resolution No. 95-2096.

cc: Mike Burton, Executive Officer  
Pat Harrington  
Bill Bulick  
Kathleen Johnson-Kuhn

## INTERGOVERNMENTAL AGREEMENT

### PARTIES

This Intergovernmental Agreement is among the City of Portland, Oregon, Multnomah County, Oregon, Clackamas County, Oregon, Washington County, Oregon, Clark County, Washington, and Metro, Oregon.

### RECITALS

1. STATEMENT OF HISTORY OF METROPOLITAN ARTS COMMISSION (MAC)

a. City of Portland/Multnomah County Intergovernmental Agreement

(i) Purpose

The City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.

(ii) Fiscal Agent

The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.

(iii) Regional Planning

MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.

(iii) Arts Plan 2000+

Arts Plan 2000+, a citizen created cultural plan, was completed in February, 1992 with goals of region-wide access, coordination, support, policy and planning for the arts. Arts Plan made 72 recommendations to achieve a vital and regionally

balanced arts and cultural sector, recognizing the varied interests of the public, the individual artists, facility and fiscal needs of arts organizations. A coordinated, regional approach was identified as a key to fulfillment of all strategies. MAC was directed by an amendment to the 1973 City/County Intergovernmental Agreement to transform and expand into a regional coordinating body. In partnership with all affected jurisdictions MAC appointed a regionally balanced "Regional Arts Council Transition Team" which developed a new agenda and governing structure, adopted by MAC, the City of Portland, Multnomah County, Clackamas and Washington Counties and the Regional Arts Funding Task Force. The Regional Arts Funding Task Force is a Metro/City of Portland Task Force with representation from all regional counties.

(iv) Addition of Clackamas, Clark, and Washington Counties

The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas, Washington and Clark Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.

b. Public Art Program

(i) Establishment of Public Art Program

As a part of the development of a region-wide arts industry, the Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC contracts with Tri-Met, Port of Portland, City of Gresham and with other public agencies for the selection and management of Public Art. MAC, with advice from the Public Art Advisory Committee is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art in the City/County Public Art Collection.

(ii) Zoning Code responsibility

MAC is responsible for approving art substitutes

for ground floor windows and for approving art bonus floor area ratios as defined in the City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.

(iii) Other responsibilities

The Public Art Program also operates the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection, and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.

c. Public Art Trust Fund

The Public Art Trust Fund is a fund within the City of Portland Treasury into which monetary contributions for Public Art are deposited. Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the Public Art Trust Fund if separate accounting is requested by a participating agency or required by law.

d. Regional Funding and Programs

As a result of Arts Plan 2000+, Washington and Clackamas Counties and Metro have recognized the importance of regional cooperation, coordination and collaboration by recognizing MAC as the designated regional arts council and they have made their first contributions to a regional funding pool.

2. STATEMENT OF HISTORY OF REGIONAL ARTS AND CULTURE COUNCIL (RACC)

a. Incorporation and tax status

RACC is incorporated under the Oregon Nonprofit Corporation Law. RACC is tax exempt under Section 501(c)(3) of the Internal Revenue Code.

b. Formerly called Metropolitan Regional Arts Council

Founded during Arts Plan 2000+ in 1991, the Metropolitan Regional Arts Council was established to administer an Arts in Education Program and to ultimately accept the duties of MAC and to expand those duties on a regional basis.

c. Articles of Incorporation and Bylaws

The Regional Arts and Culture Council has amended its articles of incorporation and bylaws to reflect the change from the Metropolitan Regional Arts Council to RACC.

c. Purposes

RACC exists to foster the development of arts and culture among our regional communities so that they might touch and improve the lives of all citizens, to represent the public in cultural policy making, and to provide leadership, financial support, resource development, strategic planning, advocacy and coordination of the regional arts industry.

RACC will be the steward of public investment in the arts, providing cost effective, efficient and flexible services in the promotion of access, inclusion and excellence in the arts and culture; to leverage other resources for the arts and culture; to enhance their contribution to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

WHEREFORE: THE PARTIES AGREE AS FOLLOWS:

1. RACC DESIGNATED AS REGIONAL ARTS AND CULTURAL AGENCY  
RACC shall be designated as the arts and cultural agency with responsibility for the stewardship of public investment, and for serving citizens of the region by providing leadership, strategic planning, policy development, coordination, and financial support of the regional arts industry.
2. SELECTION OF BOARD OF DIRECTORS  
The board of directors shall consist of twenty three members as long as the governmental entities listed below continue to be a party to this agreement. If a governmental entity chooses to withdraw from this agreement, then the number of directors shall be reduced by the number of directors assigned to that jurisdiction. The RACC board of directors, or a board committee to which the task has been delegated, shall work in conjunction with citizens and elected officials of each jurisdiction, to develop a list of potential candidates for each appointing authority. From those lists, directors shall be appointed as follows: 6 directors appointed by the Multnomah County Chair; 10 directors appointed by the Mayor of the City of Portland; 2

directors appointed by the Chair of the Clackamas County Board of Commissioners; 2 directors appointed by the Chair of the Washington County Board of Commissioners; 1 director appointed by the Chair of the Clark County Board of Commissioners; and, 2 directors appointed by the Metro Executive.

3. APPOINTMENT OF LIAISON  
Each jurisdiction shall appoint one elected official to serve as liaison to RACC.
4. IMPLEMENTATION OF ARTS PLAN 2000+  
The parties to this agreement shall work with RACC to implement Arts Plan 2000+.
5. REGIONAL FUNDING  
The parties to this agreement shall identify and seek a new regional public sector mechanism for funding the arts and culture with RACC assuming responsibility for administering and distributing funds for arts and cultural programs.
6. TRANSITION AGREEMENT  
A transition agreement shall be entered into between the City of Portland and RACC, transferring MAC services, employees, assets and contracts.
7. TERMINATION OF CITY OF PORTLAND AND MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT  
The Intergovernmental Agreement between the City of Portland and Multnomah County shall be terminated as of the effective date of this agreement and the City of Portland and Multnomah County agree that the assets of MAC listed in Exhibit A of the Transition Agreement shall be distributed to RACC notwithstanding Clause XI of the City/County Intergovernmental Agreement.
8. SERVICE AGREEMENTS BETWEEN RACC AND INDIVIDUAL JURISDICTIONS  
Services agreements for developing and administering arts and culture programs shall be entered into between RACC and City of Portland, Multnomah County, Clackamas County, Clark County, Washington County, and Metro.
9. IMPLEMENTATION  
(a) Arbitration  
In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, any party to a dispute may

submit the dispute to binding arbitration by giving notice to all other parties to the dispute. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the notification of the submission of the dispute to arbitration. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, and shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the parties. Insofar as the parties legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Performance of work  
Notwithstanding any dispute under this Agreement, whether before or during arbitration, RACC shall continue to perform its work pending resolution of the dispute.

10. EFFECTIVE AND TERMINATION DATES  
This Intergovernmental Agreement shall be effective as of January 15, 1995 and shall continue until: (a) it is terminated by mutual agreement of the parties or (b) jurisdictions having authority cumulatively to appoint more than eleven directors have withdrawn from the Agreement. A jurisdiction can cease to be a part of the Agreement with sixty (60) days notice to the RACC Executive Director. Withdrawal of a jurisdiction from the Intergovernmental Agreement shall not be cause for enforcement of paragraph 9 (a). The withdrawal of a party



from the Agreement shall not change the Agreement among the remaining parties as long as the parties remaining have appointing authority of a total of twelve (12) or more directors.

**CITY OF PORTLAND, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Auditor  
Date: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
City of Portland Attorney

**MULTNOMAH COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
County Counsel

**METRO, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WASHINGTON COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLARK COUNTY, WASHINGTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

P:\DATA\COUNSEL\WPDATA\WINE\571LK.IGA\mrv

## Regional Arts and Culture Council

309 SW Sixth Avenue, Suite 100

Portland, Oregon 97204

503-823-5111; FAX: 823-5432

January 30, 1995

**TO:** Councilor Washington, Regional Facilities Lead  
Councilor McCaig, Regional Facilities Support

**FROM:** Bill Bulick, Executive Director

**RE:** Review of proposed Intergovernmental Agreement (IGA) on  
Regional Arts and Culture Council (RACC)

The purpose of this memo is to respond to the questions raised by Don Carlson in preparation for the Metro Council Work Session on the IGA scheduled for Tuesday, January 31, 1995. Please excuse my slight delay in responding. I was in Washington D. C. for sessions of our national board, an event with the US Conference of Mayors and meetings with our Congressional Delegation.

These answers are numbered and provided in the same order as Don's questions and comments. Please refer to his memo.

### 1) Reasons for creating a non-profit regional arts council: history/evolution

Arts Plan 2000+, a comprehensive citizen driven cultural planning process, with funding and participation of Metro and five other regional governments, clearly identified the need for regional access, coordination and support of cultural services. Arts Plan and the follow-up Regional Arts Funding Task Force (with Metro as the lead sponsor) specifically recommended the transition of the MAC to a regional, non-profit entity as a principal strategy to enhance regional coordination. Attached is "Recommendations for a Regional Arts Council," approved by the Metro Task Force, 1/21/93 and by the Metropolitan Arts Commission, 4/14/93.

The Metropolitan Arts Commission (MAC) was created by an Intergovernmental Agreement between Multnomah County and the City of Portland to serve the citizens of those jurisdictions at a time (1973) when cultural activities were concentrated in the central city and those governments saw a clear public benefit in supporting an arts industry that contributes so much to economic vitality, tourism, civic identity, education, neighborhood livability and quality of life.

MAC's evolution to a regional organization began in 1992 with the addition of board members from Clackamas, Washington and Clark Counties and continued

with careful planning and preparation for the January 1995 transition into the non-profit structure.

The choice of a non-profit structure was embraced by all participants in both planning efforts because it provides a less bureaucratic and costly, more flexible and entrepreneurial operating structure for the organization. As with sister organizations such as the Association for Portland Progress, the Private Industry Council and Pioneer Courthouse Square, the non-profit structure is an ideal vehicle for public/private partnerships. Of the 3800 local arts agencies in America, over 70% are non-profit. 19 of the 40 largest metropolitan regions are now served by non-profit cultural agencies.

Metro can be assured that RACC will continue a 22 year tradition of operating in an open, accessible, "public" manner, including meetings, accounts and records. All board members are appointed by public officials and accountable to them.

2) RACC responsibility for managing regional governments' public art programs:

The Intergovernmental Agreement expresses regional governments commitment to work together on behalf of cultural development, including public art -- with RACC as the primary agent for public policy and program operations. The IGA provides a framework under which each government will contract separately with RACC for the provision of specific services, including public art. The individual ordinances governing public art will also have to be amended by replacing references to MAC with RACC. This has already occurred for Portland and Multnomah County.

MAC/RACC's association with Metro dates back even before Arts Plan. The agency has been under contract to manage public art projects for Metro since 1987 (ordinance passed 3/2/87) -- most notably the Convention Center and Metro Headquarters.

3) RACC designated as the arts and cultural agency for the region.

It is the well established habit of governmental jurisdictions in Oregon and around the country to create or choose one cultural agency as the central coordinating body for public policy, funding and programs rather than contract with several because it is easier to hold one agency accountable for fairness, equity, management and stewardship of tax payer dollars. Governments which have attempted to manage cultural funding as a direct prerogative of the legislative body without intervening policy or process have frequently been charged with mis-management and favoritism. (See ""Recommendations for a Regional Arts Council" for further elaboration.

The National Endowment for the Arts and other federal agencies, require that applicants be designated by their governments. There is currently over \$500,000

flowing into the Metro jurisdiction for regional cultural development as a result of MAC/RACC's long standing national reputation for excellence. We are currently planning or have submitted applications totalling another \$500,000 over the next few years for this work. These grants will leverage approximately \$3 million in direct private sector support.

#### 4) Make up and selection of RACC Board of Directors

The method and make up provided for in the IGA reflects one step on RACC's recommended evolution towards fully regional status.

The City of Portland and Multnomah County appoint 10 and 6 members, respectively. These governments will still be the primary funders of regional cultural services for the "foreseeable" next few years -- a total of almost \$1.5 million annually.

2 appointments each are provided for new funders and participants: Metro and Washington and Clackamas Counties. Clark County will have 1 appointment when it signs the IGA.

The structure and appointment process recommended in the Regional Arts Funding Task Force report at the point when funding is fully regional on an equitable basis is as follows: 5 appointments each from Portland and the Counties, all approved by Metro; 1 appointment made directly by Metro.

#### 5) Implementation of Arts Plan and regional funding measures.

Metro did "accept" Arts Plan in February, 1992 (the report actually includes 72 recommendations -- substantial progress has been made on over 50). This report, along with a Metro convened Facilities study, provided the basis for the Metro sponsored Regional Arts Funding Task Force, whose report Metro "accepted" on March 24, 1994. The report includes updated recommendations for a regional funding measure.

The Intergovernmental Agreement before you is intentionally general and philosophical in nature, but it is entirely consistent with the structure and funding recommendations of the Metro Regional Arts Funding Task Force report. We understand that specific short and long term funding commitments will be negotiated separately and approved via resolution and contract. This is especially true of the regional cultural funding measure recommended in Metro's Regional Arts Funding Task Force report. Much negotiation and deliberation will occur when and if any measure is recommended for referral to voters.

The lack of a single, dedicated regional funding source has not kept the regional arts sector from working cooperatively with regional governments, business and

community sectors to implement recommendations of the successive planning studies. This IGA is one more step in the process.

6) The IGA provides for RACC accountability in three ways:

- a) The entire board is appointed by and is accountable to regional governments.
- b) Each government provides an elected official liaison who sits on an advisory board created for this purpose. RACC is also responsible to report directly to each liaison.
- c) Each government enters a strictly defined contractual relationship with RACC which describes duties and responsibilities and a regular reporting schedule and format. MAC/RACC is currently under such a contract with Metro to account for 94/95 funding. Contracts with Multnomah County and the City of Portland for the coming fiscal year have already been signed.

7) RACC service agreements:

I have attached a copy of our current Metro contract, #903909 approved 8/25/94 as well as the one recently approved by the City of Portland, as a result of signing the IGA.

There are no general contributions to RACC outside the scope of the separate service agreements with each government. These agreements, together with the IGA, hold RACC completely accountable for all funding received from regional governments.

8) By Laws:

By laws for RACC are attached. They were drafted by the same attorney (Terry Pancoast; Stoel/Rives) who drafted the IGA and contracts -- so as to provide complete conformity.

Governments must attach multiple strings to public investment in order to guarantee accountability to the public. Since RACC's purpose (following on MAC's 22 year history) will remain stewardship of public funding we must remain accountable in order to continue winning the trust, support and funding of regional governments.

cc: Metro Council  
Mike Burton, Executive Officer  
Kathleen Johnson Kuhn  
Don Carlson, Metro Council Analyst

## Recommendations for a Regional Arts Council for the Portland metropolitan region

*The following recommendations were made by the Regional Arts Council Transition Team and were received and approved by the Metro Funding Task Force 1/21/93 and by the Metropolitan Arts Commission on 4/14/93.*

1. That a Regional Arts Council be created and adopted by all parties as the agency to distribute the arts program funds described in the Metro Task Force's Funding Needs Subcommittee in accordance with the goals and intents described in Arts Plan and that Committee's further review. This includes funds, programs and services directed to counties and communities outside Portland.

Benefits of having one Regional Arts Council:

- a) A strong policy making Regional Arts Council can serve as an expert and fair arbiter of diverse interests (urban/rural; large/ small; institution/individual artist; euro-centric/diverse) and respond to changing needs over the years.
- b) Over the last 20 years virtually all line item arts funding mechanisms at the local, state and federal level have been eliminated in favor of dispersing public funds through agencies which combine policy making, accountability, advocacy and facilitation of public/private partnerships.
- c) This independent policy making body is essential to assure access, excellence, a focus on education and cultural diversity and to provide unified leadership throughout the region. Combining policy making with resource allocation is essential to assure that these will remain priorities.
- d) Such a Council has the expertise and flexibility to incorporate broader cultural goals and steward funds for groups such as OMSI and Historical Societies if called upon and could increase its board representation to do so.
- e) If regional funding is channeled through the Regional Arts Council, significant grants from the National Endowment for the Arts (already in process) and national foundations can be leveraged.
- f) The programs of the Regional Arts Council are designed to nurture cooperation and professionalism among the various urban, suburban arts groups and to link such services as marketing and technical assistance with granting to assure the best value and impact on arts providers and audiences. The RAC would set minimum standards and criteria for the

various arts producers and providers designated to receive or seeking funds from the regional tax. This will assure continued development toward artistic excellence & program quality.

g) Controversies and new challenges will surely arise. The region needs an experienced, articulate and unified arts advocate.

h) The RAC model builds on Arts Plan and two years of ground work that went into building trust and relationships that are just beginning to bear fruit.

i) One Regional Arts Council allows counties to participate efficiently, through appointments to the Council rather than duplicate RAC's functions through new county based bureaucracies for re-grants and other services to local arts councils and arts providers in their jurisdictions.

2. That the current Metropolitan Arts Commission be restructured as a private non-profit Regional Arts Council with a board appointed in cooperation with participating jurisdictions, including the Metropolitan Service District. \*

#### Benefits of a Non-Profit

a) More conducive to private fund raising

b) Has the degree of autonomy needed to satisfy all participants

c) More saleable to voters as a public - private partnership that reduces existing government rather than creating new bureaucracies.

Also, administrative costs will actually be decreased as a percent of budget from the existing MAC administrative costs.

d) Non-profits can respond more quickly and often more cost effectively than governments. There is also more flexibility for advocacy work at the state and federal level.

e) There are numerous organizations -- Pioneer Courthouse Square, POVA, the Private Industry Council and dozens of major metropolitan arts councils that can serve as successful models.

3. That the Regional Arts Council contract with the Metropolitan Service District for the expenditures of revenues collected for the purposes intended and account to Metro through regular reports and contract review to be agreed between the RAC and METRO.



**Accountability Benefits of Contract and Board Appointments:**

- a) gives a degree of accountability to elected officials and the public via county/city/Metro appointments to the board.
  - b) gives Metro accountability through annual budgetary process and regular contract review periods to be negotiated and agreed upon among the various stakeholders during the current process.
  - c) One Regional Arts Council can be far more responsible and accountable for public funds than individual grant recipients and county or city agencies (a much more attractive alternative to Metro and Counties, etc. who would otherwise have to devise processes for receiving and reviewing grants and services to hundreds of arts organizations and community arts projects annually!)
4. That the jurisdictions involved enter into a preliminary Agreement of Intent to utilize the Regional Arts Council for these purposes and to give direction to the RAC and Metro for the appropriate allocation of resources among the communities, local arts councils, arts providers, arts educators and other key components of the Arts Industry.
- \* The Transition Team would alternatively support the Regional Arts Council as a Commission/agency that would exist through Ordinance of Metro with a supplemental intergovernmental agreement or statement of intent.

I HEREBY CERTIFY THAT THE FOREGOING  
IS A COMPLETE AND EXACT COPY OF THE  
ORIGINAL THEREOF

  
Clerk of the Metro Council

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING	)	RESOLUTION NO.94-2025
INTO A GRANT AGREEMENT WITH	)	
THE METROPOLITAN REGIONAL ARTS	)	Introduced by Rena Cusma
COUNCIL	)	Executive Officer

WHEREAS, Metro has historically worked through the Metropolitan Arts Commission (MAC) and with various arts organizations that utilize facilities operated by the Metropolitan Exposition-Recreation Commission (MERC) and that serve and enrich the Metro region through a variety of arts and cultural activities; and

WHEREAS, various citizen advisory bodies convened by local government have analyzed the fiscal needs of the arts and arts organizations and of the convention, trade and spectator facilities operated by Metro through the Metropolitan Exposition-Recreation Commission; and

WHEREAS the Metro Regional Arts Funding Task Force chaired by David Knowles has made various short and long term recommendations regarding arts and cultural activities; and

WHEREAS, the Metro Council in response to those studies and task force recommendations has adopted a budget appropriation of \$115,000 for the 1994-95 Fiscal Year to be coupled with \$10,000 appropriated by MERC; and

WHEREAS, the Metropolitan Regional Arts Council (MRAC) is the successor of the Metropolitan Arts Commission which was established by intergovernmental agreement between the City of Portland and Multnomah County; now, therefore,

BE IT RESOLVED:

That in recognition of the mutual interest of the parties the agreement attached hereto as Contract No.903909 is adopted and that grant funds shall be conveyed to the Metropolitan Regional Arts Council according to the terms of the agreement.

ADOPTED by the Metro Council this 25th day of August, 1994.

  
Ed Washington, Deputy Presiding Officer

METRO CONTRACT NO.903909

AGREEMENT

This Agreement, dated as of August 17, 1994, is by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736 and the Metropolitan Regional Arts Council, a nonprofit entity legally chartered under applicable Federal law and State statute whose address is The Portland Building, 1120 S.W. Fifth Avenue, Portland, Oregon, 97204, hereinafter referred to as "MRAC."

Witnesseth:

Whereas, Metro has historically supported the work of the Metropolitan Arts Commission (MAC) and other arts organizations cultural activities that serve and enrich the Metro region and that utilize facilities operated by the Metropolitan Exposition-Recreation Commission (MERC); and

Whereas, various citizen advisory bodies convened by Metro and local government have analyzed the fiscal needs of the arts and arts organizations and of the convention, trade and spectator facilities operated by Metro through the Metropolitan Exposition-Recreation Commission; and

Whereas, the Metro Regional Arts Funding Task Force chaired by David Knowles has made various short and long term recommendations regarding arts and cultural activities; and

Whereas, the Metro Council in response to those studies and task force recommendations has adopted a budget appropriation of \$115,000 for the 1994-95 Fiscal Year to be coupled with \$10,000 appropriated by MERC; and

Whereas, the Metropolitan Regional Arts Council (MRAC) is the successor of the Metropolitan Arts Commission which was established by intergovernmental agreement between the City of Portland and Multnomah County;

Now, Therefore, in recognition of the mutual interests of the parties and based upon the terms and conditions contained herein it is hereby mutually agreed that Metro shall provide grant funding to be utilized by MRAC effective July 1, 1994 through and including July 30, 1995 to pursue, execute and accomplish the projects and specific tasks described herein.

1. SCOPE OF WORK:

This Agreement is exclusively for the personal services of MRAC to be utilized for the administration of the following:

D) Regional Events and Access Campaign: A key tool will be production marketing and distribution of an events calendar, possibly in collaboration with The Oregonian. Emphasis will be on family activities. PCPA events and activities will be prominently featured in all aspects of the regional public information campaign. Up to \$10,000 (the MERC appropriation) has been designated for PCPA's use in a partnership with businesses for bi-monthly calendars of upcoming events. marketing purposes

MERC FUNDING		\$10,000
METRO GENERAL FUND		\$115,000
	TOTAL	\$125,000

## 2. MRAC/BCA FIDUCIARY RELATIONSHIP:

Metro understands and agrees that MRAC and the Northwest Business Committee for the Arts (NWBCA) will partner in completing the grant workplan and that MRAC will delegate certain tasks and projects to the NWBCA together with Metro grant funds necessary for their completion.

## 3. RELEASE OF METRO FUNDS:

In recognition that demands upon grant funding will not be evenly distributed across the grant period, Metro agrees to release one-half of the grant funds (\$62,500) to MRAC upon completion and signing of the necessary documents. The second one-half of the grant funds (\$62,500) shall be released approximately one-half of the way through the grant period, on or about January 1995.

## 4. REPORTING REQUIREMENTS:

MRAC shall be responsible for providing written program progress and financial reports to Metro and MERC on a regular basis across the grant period. At a minimum, MRAC shall report quarterly to the Metro Council Regional Facilities Committee (or other appropriate body as may be determined by the Metro Council's Presiding Officer) and the MERC Commission and shall provide such other verbal and written reports as may be requested by Metro and MERC.

Those reports shall be presented verbally by representatives of MRAC/NWBCA so as to allow queries, if any, and shall, whenever possible, be accompanied by examples of products produced. Financial reports shall include revenue expenditure information in detail for the work elements shown above.

## 5. INDEMNIFICATION:

The parties hereby agree that MRAC is an independent organization, and that the activities of MRAC, their officers, agents, and employees, shall not constitute actions of Metro for any purpose. Therefore, MRAC hereby agrees to indemnify, hold harmless, and defend Metro, MERC, Multnomah County and the City of Portland, and

their respective members, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) arising out of the activities of MRAC, its officers, agents, employees, contractors, and invitees.

#### 6. TERMINATION

Metro may terminate this Contract upon giving MRAC seven (7) days written notice. In the event of termination, MRAC shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against MRAC.

#### 7. SITUS:

The situs of this Agreement is Portland, Oregon, and any litigation related hereto shall be governed by the laws of the state of Oregon and conducted in the State circuit court for Multnomah County.

#### 8. NONTRANSFERABILITY:

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

#### 9. CONTACTS:

The manager of this grant for Metro and MERC shall be (until such time as the Executive Officer may name a replacement)::

Donald E. Rocks, Executive Assistant  
Executive Management Dept, 600 N.E. Grand Avenue, Portland, Oregon 97232  
Telephone 797-1504

And all correspondence and reports shall be addressed to him.

The manager of this grant for MRAC shall be:

Bill Bulick  
Portland Building, Room 1023  
Telephone 823-5111

And all correspondence and payments shall be addressed to him.

#### 10. ENTIRE AGREEMENT:

PROJECTS/ACTIVITIES

COST<sup>1</sup>

**PLANNING & COORDINATION**

**A) Leadership Development: Consultation with elected officials, managers, Metro, county and municipal planners to identify community priorities and needs. Incorporate arts and cultural issues into such planning efforts as Future Vision, 2040 and related growth management planning.**

100 hours at \$30/hr \$3,000

**B) Inventory Resources: Complete a comprehensive inventory of arts and cultural resources, community organizations and facilities in the region in collaboration with the growing network of local arts councils, and arts producers**

Project manager, surveys and compilation \$3,750  
Design and layout for guide \$4,000

**C) Town Meetings on the Arts: Facilitate community dialogues to integrate arts into economic development, education, growth management and quality of life strategies.**

9 facilitated town meetings and consulting \$4,500  
20 speakers presentations \$1,000

**D) Provide Coordination and Training to Regional Arts Industry: Organize monthly meetings of arts groups outside Portland and encourage partnerships with Portland based groups by linking the Regional Art Network and the Arts Alliance; provide management and other professional practices training such as fundraising, production, marketing and board development.**

50 hours meeting organizations at \$30/hr \$1,500  
Trainer honoraria; net costs of workshops \$5,000

**E) Planning and Coordination for MRAC Re-grant Program: New funding throughout the region to support arts activities and education projects; manage the process, conduct outreach and technical assistance to applicants, recruit/train knowledgeable, geographically representative arts panelists; facilitate public grant making meetings.**

150 hours planning @ \$25/hr \$3,750

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<sup>1</sup> NOTE: Amounts shown for projects and activities do not represent their whole cost in every instance, matching funds (other governments and the National Endowment for the Arts) will be coupled with Metro grant monies.

F) Printing and Distribution of Technical Information: Development of the regional arts infrastructure and reports for public meetings, etc.

- \* develop and disseminate a quarterly progress report on regional arts plan implementation
- \* organize joint board and staff meetings at least annually
- \* publish issue monographs; survey results
- \* Expand distribution of monthly technical assistance newsletter (competitions, grant and training opportunities)

Staffing, postage, printing and materials \$2,500

G) Arts Education Planning and Coordination: Cooperation with regional arts and education leaders so that all communities are linked to the best critical and strategic thinking on this important topic.

Administration/hosting meetings \$1,000

#### RESEARCH

H) Polling: (Public needs, interests, attitudes) \$15,000

#### PUBLIC EDUCATION AND ACCESS

(Building public awareness of resources and accessibility)

A) Umbrella Media/Print Advertising Campaign: To promote general public awareness of wide ranging regional arts and cultural activities and the effect on our quality of life. Scheduled on TV, The Oregonian, regional media.

\$10,000

B) Neighborhood and Regional Event Cultural Tour Bus: A painted cultural bus will be launched by Tri-Met in partnership with Northwest Business Committee for the Arts (NWBCA), Metropolitan Regional Arts Council (MRAC), Association for Portland Progress (APP), Portland/Oregon Visitors Association (POVA) and the Arts & Cultural Alliance. The painted bus will tour to outdoor regional events in late summer and fall to promote regional access. Funding will bring high caliber professional performance groups to scheduled family festivals and events throughout the region. The primary goal is to initiate business and arts partnerships to build a stronger regional base of support for the arts. This promotion will encourage use of the new bus services by families throughout the region.

\$45,000

C) Cultural Tourism and Audience Development: Promoting use of arts and cultural facilities and activities throughout the region to our growing visitor industry in collaboration with MAC, NWBCA, POVA, the Regional Art Network and Washington, Clackamas and Clark County tourism councils.

\$5,000

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated and as follows:

METRO

METROPOLITAN REGIONAL ARTS  
COUNCIL (MRAC)

By: Richard D. Engstrom

By: Donna Milrany

Print Name: RICHARD D. ENGSTROM

Print Name: DONNA MILRANY

Title: DEP. EXEC. OFFICER

Title: ASSOCIATE DIRECTOR

Date: 8-29-94

Date: 8/31/94



**AGREEMENT FOR SERVICES****CAPTION:**

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Regional Arts and Culture Council (Contractor).

**RECITALS:**

1. The City decided in 1973 that a vital arts sector was a worthwhile investment and co-founded the Metropolitan Arts Commission (MAC) by Intergovernmental Agreement with Multnomah County to support the development of the arts and increase their availability to the public;
2. MAC's Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art of the City/County Public Art Collection.
3. MAC is responsible for approving art substitutes for ground floor windows and for the percent for art floor area ratio bonus program as defined by City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.
4. MAC's Public Art Program operates the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection, and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.
5. A Public Art Trust Fund exists in the City of Portland Treasury into which monetary contributions for Public Art are deposited (City Code 5.74.040). Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the fund if requested by participating agency or required by law.
6. The City of Portland was a primary sponsor, funder and participant in the citizen driven Arts Plan 2000+;
7. The City of Portland demonstrated its leadership and commitment to the arts by adopting Arts Plan 2000+ (resolution #34949) in February 1992, providing and sustaining increased funding and including Arts Plan implementation as one of thirteen City Council goals in fiscal years 1993/94 and 1994/95;
8. The City of Portland and Multnomah County recognized the increasingly regional scope of MAC's duties and amended the Intergovernmental Agreement in 1993 to include Clackamas,

Washington, and Clark Counties allowing for regional representation and service by MAC;

9. The City of Portland was an active participant in the Metro Regional Arts Funding Task Force, which recommended short and long term solutions to arts programs and facilities needs, including the transition of MAC to a regional nonprofit organization;

10. The City of Portland adopted an Arts Funding Policy in 1994 (resolution 35313) to represent its long term commitment to the health and vitality of the arts in Portland.

11. MAC has restructured into a nonprofit organization in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force recommendation to provide more cost effective, efficient and flexible services;

12. It is well established and confirmed that local governments have an appropriate role in encouraging the arts, using modest public investments to leverage other resources. This transition is not intended to diminish that role;

13. The purpose of local government investment in the arts, including City of Portland funding, is to promote access, inclusion and excellence in the arts, to leverage other resources for the arts, and to enhance the contribution of the arts to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life;

14. The City of Portland along with Metro, Multnomah, Washington, Clackamas, and Clark Counties have entered into an Intergovernmental Agreement (1994) designating the Contractor as the regional arts and cultural agency and agreed to enter into service agreements with the Contractor to provide its professional expertise for leadership, strategic planning, policy making, financial support, and coordination for the regional arts industry.

#### **AGREEMENT:**

##### **1. SCOPE OF CONTRACTOR SERVICES**

(a) The Contractor shall provide services specifically to the City of Portland. The Contractor shall provide the City those services set out below:

##### **A. General Services:**

The Contractor shall provide the following general services:

1. Oversee and review all public art matters for the City of Portland and Metro, Multnomah, Washington, Clackamas, and Clark Counties.

2. Continue operation of the Public Art Program.

3. Provide support to cultural development through grants to artists and arts and cultural

organizations, public art commissions and technical assistance.

4. Seek to make the arts and culture a part of every child's education by fostering partnerships with schools and providing residencies, teacher training and grants to arts education providers.

5. Coordinate and focus cultural development through policy-making, initiation of new partnerships and exercise of leadership.

6. Advise the City of Portland and Metro, Multnomah, Washington, Clackamas and Clark Counties in connection with artistic and cultural development;

7. Implement Arts Plan 2000+;

8. Advocate for the arts and culture at the local, regional, state, and national level by representing the arts in public forums, providing information to the media, general public and key decision makers, helping to define a role for the arts in the community and developing new resources.

9. Plan for development and wise stewardship of our cultural resources within the cultural sector and seek to incorporate an arts and cultural agenda into regional economic development, education, human service and growth management strategies.

10. Involve citizens in its decision making at all levels, evaluating its services and reporting on their outcomes.

11. Promote and encourage public programs to further the development and public awareness of, and participation in, the visual, literary, and performing arts;

**B. Specific Services:**

In providing the general services described above, the Contractor shall provide not less than the following services:

1. Continue operation of the Public Art Program:

a) MAC Percent for Art Guidelines, revised in 1991, shall continue to be used as the process for selecting, purchasing, commission, placing, and maintaining the art purchased through the Percent for Art Program;

b) Continue programming, managing and maintaining the exhibits on display at the Metropolitan Center for Public Art located in the Portland Building;

c) Continue administration of the Visual Chronicle of Portland, a collection of

artworks depicting Portland, and the City of Portland's Portable Works Collection;

d) Continue to participate in the joint approval process for memorials in public parks according to 1989 city adopted policy;

e) Continue administration of the art substitute for ground floor windows guidelines and arts bonus floor area ratios contained within Chapter 33.702.190 of the Code of the City of Portland according to Metropolitan Arts Commission adopted guidelines;

f) Continue to advise other governments and private developers on development of public art programs;

g) Continue to develop public art education programs for schools, tourism groups and the general public;

h) Continue to administer the Public Art Trust Fund which is the vehicle for funding Percent for Public Art.

2. Provide support to cultural development through grants to artists and arts organizations, public art commissions and technical assistance.

a) Continue operation of the Re-grants program which supports the visual, literary and performing arts through direct grants to arts organizations and artists, according to MAC administrative guidelines;

b) Continue operation of the Community Services Program, which comprises the coordination, planning, partnership development and advocacy work of MAC, including administrative functions, Arts Plan tracking and implementation and development of new and alternative resources for the arts. The program includes technical assistance to arts groups and artists to improve their effectiveness and outreach to under served communities and artists.

3. Seek to make the arts and culture a part of every child's education by fostering partnerships with schools and providing residencies, teacher training and grants to arts education providers.

Operate the Artists in Education program which includes artist residencies in schools, pre-schools, special education sites and social service settings designed to integrate with curriculum according to Contractors guidelines;

4. Support development of and access to the arts.

a) Conduct studies, hearings, and investigations to determine the needs of the city

and region in the arts and culture and to provide leadership to activities of agencies and organizations having responsibility for services to and presentations of the arts and culture;

b) Prepare, publish and disseminate educational and other materials dealing with the arts;

5. Advocate for the arts and culture at the local, regional, state, and national level by representing the arts in public forums, providing information to the media, general public and key decision makers, helping to define a role for the arts in the community and developing new resources.

a) Work with local, regional, state and federal governmental agencies and with public and/or private groups and foundations to secure contributions and grants to finance programs for the arts and to develop collaborative projects beneficial to multiple services such as enhancing the travel and lodging industry through cultural tourism, to gather and consolidate information relation to the arts, and report to the City and Metro, Multnomah, Clackamas, Washington, and Clark Counties periodically on its findings;

b) Recommend changes in legislation in local laws and policies needed to promote the aesthetic and cultural development of the region;

6. Implement Arts Plan 2000+;

Serve City of Portland, Metro, Clackamas, Washington, Multnomah, and Clark Counties in the implementation of Arts Plan 2000+ to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, education, economic development, regional growth management, and quality of life, and to enter into contracts for grants and services in those jurisdictions.

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

RACC will develop annual goals consistent with the Scope of Contractor Services (Section 1, A and B) and submit them for City of Portland review at the same time that City Bureaus submit annual goals. For the period January 15, 1995 to June 30, 1995, the annual goals shall be MAC Bureau Management Objectives contained within the adopted 1994/95 city Budget. RACC will report on its annual goals on the same schedule that City Bureaus report.

2. SCOPE OF CITY SERVICES

(a) To assist the Contractor in carrying out its obligations hereunder, the City

shall perform the services set out below:

1. The City shall be responsible for the ongoing custody of City of Portland Public Art and shall be responsible for storage, structural integrity and insurance.
  2. The City shall be responsible for the ongoing maintenance of the Metropolitan Center for Public Art space and lobby space in the Portland Building.
  3. The City shall make meeting space available on same terms as any city bureau for Contractor official business.
  4. Appropriate City Bureaus shall submit a copy of their proposed and adopted CIP Budgets to the Contractor according to Chapter 5.74 of the City Code to be used in the Percent for Art program for planning and administering projects.
  5. The City shall continue maintaining the Visual Chronicle Storeroom and the preparator space to be used when preparator is on site.
  6. The City shall continue to maintain the Public Art Storeroom.
  7. The City shall appoint a City Council member as an ongoing liaison with Contractor.
  8. The Mayor shall appoint members to RACC board in accordance with RACC bylaws.
  9. The City shall include the Executive Director of Contractor in city goal setting, annual retreats, and appropriate task forces.
- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:
1. Ongoing responsibilities shall begin on January 15, 1995;
  2. City Council liaison shall be appointed by January 15, 1995.
  3. CIP budgets shall be submitted to the contractor according to City adopted MAC administrative guidelines.
  4. Board of director appointments shall be at the request of the Contractor's project manager.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after

the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

1. Funding Base

The prior year discretionary base adopted by the Portland City Council for MAC shall be the funding base for RACC. The City of Portland shall annually increase the yearly funding target for arts programs by an amount equal to the annual growth rate in the Portland urban wage earners consumer price index (CPIW) or the growth rate in transient lodging tax revenues, whichever is greater, for the 12 month period ending in the December prior to the beginning of the new fiscal year as forecast by the City Bureau of Financial Planning within the General Fund Financial Forecast.

2. Adjustment of funding base

In the case of extraordinary circumstances causing severe financial restraints resulting in the curtailment of budgets, the arts funding target may be reduced by an amount not to exceed the average reduction in general fund discretionary budgets for similar size budgets.

3. Additional special appropriations

The City may consider additional special appropriations as opportunities may from time to time arise.

4. Phone system

The contractor shall continue to utilize and be billed for the use of the City of Portland Centrex phone system.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below: There will be two payments to Contractor. On July 1, at the beginning of the fiscal year, the City shall pay the Contractor 70% of the approved appropriation. On January 1 of the fiscal year, the City shall pay the Contractor the remaining 30% of the appropriation.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of January 15, 1995 and shall be terminated on June 30, 2000 unless this agreement is renewed for an additional 5 years by written amendment prior to termination.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the

event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection 6(a) or 6(b), EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 8(a), REMEDIES.

(d) In the event of early termination all of the Contractor's work product shall become and remain property of the City.

8. REMEDIES

(a) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.

(b) The remedies provided to the City under section 6, EARLY TERMINATION OF AGREEMENT and section 8, REMEDIES, hereof, for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 6(c), EARLY TERMINATION OF AGREEMENT, and section 7(b), PAYMENT ON EARLY TERMINATION, hereof.

9. CITY PROJECT MANAGER

(a) The City Project Manager shall be the City Commissioner assigned as liaison to contractor or such other person as shall be designated in writing by the City designated liaison.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein and to carry out any other City actions referred to herein.



10. COMPLIANCE WITH LAWS

(a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state and local laws and regulations.

(b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the laws of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. INDEMNIFICATION

The Contractor shall hold harmless, defend and indemnify for public liability and property damage the City, and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and for Qualification as an Independent Contractor prior to commencing work under this Agreement. The Questionnaire is attached to this Agreement as Exhibit A and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this

Agreement. In the event of breach pursuant to this subsection, the City may terminate the Agreement immediately and the notice requirement contained in subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, shall not apply.

14. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

(a) The Contractor is engaged as an independent contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its subcontractors and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

17. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Commissioner Mike Lindberg  
1220 SW Fifth Ave  
Portland, Oregon 97204

If to the Contractor: Bill Bulick, Executive Director  
309 SW 6th Ave, Suite 100  
Portland, Oregon 97204

18. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be

stricken.

19. INTEGRATION

This Agreement in combination with the Intergovernmental Agreement establishing contractor as the Regional Arts and Culture Council and the Transition Agreement between the City of Portland and Contractor contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

20. FUNDS

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

21. BUSINESS LICENSE

The Contractor shall obtain applicable business license, if any, that may be required for a Section 501(c)(3) tax exempt corporation.

22. COMMENCEMENT OF WORK

The Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 13, **WORKERS' COMPENSATION INSURANCE**; and,
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,
- (c) the effective date of this Agreement as specified in section 5, **EFFECTIVE AND TERMINATION DATES**.

23. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the City and to document the performance of services in accordance with this agreement. The City or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Contractor regarding its billings and performance of services. The Contractor shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

24. AUDITS

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 23, **MAINTENANCE OF RECORDS**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government

Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services under section 1, SCOPE OF CONTRACTOR SERVICES, is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 6, EARLY TERMINATION OF AGREEMENT, and section 8, REMEDIES.

25. LIABILITY INSURANCE

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damage; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor. If the insurance is cancelled or terminated prior to completion of the Agreement, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

26. BREACH OF AGREEMENT

(a) The City or the Contractor shall breach this Agreement if it fails to

perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

(b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in section 1, SCOPE OF CONTRACTOR SERVICES, section 2, SCOPE OF CITY SERVICES, or section 3, COMPENSATION.

27. ARBITRATION

(a) In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, the parties will submit the dispute to binding arbitration.

(b) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(c) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of the dispute, and the City shall make payments as required by the Agreement for undisputed portions of the work.

28. CONTRACTOR'S PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

<u>Name</u>	<u>Capacity</u>
Bill Bulick	Executive Director

The Contractor shall not change these personnel assignments without the written consent of the Project Manager, which consent shall not be unreasonably withheld.

29. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

(c) The Agreement may be extended for a 5 year period from July 1, 2000 to June 2005 by agreement of the Project Manager and the Contractor.

30. PROGRESS REPORTS

The Contractor shall provide semi-annual progress reports to the Project Manager. Each progress report shall contain the following information:

(a) Progress on annual goals;

(b) Record of expenditures.

31. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

32. PROHIBITED INTEREST

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor, except for those employees transferred from city employment to contractor appointment, during the period of the Agreement.

33. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

R.A.C.C.

CONTRACTOR: ~~Tim Fink~~

By: Tim Fink

Title: Executive Director

Date: 11/1/95

Business License No. NA

Tax I.D. No. 15-1057037

Social Security No. NA

APPROVED AS TO FORM:

[Signature]  
City Attorney

CITY OF PORTLAND

By: Vera Katz

Name: VERA KATZ

Title: MAYOR

Date: 11/23/95

By: Barbara Clark

Name: BARBARA CLARK

Title: AUDITOR

Date: 1/24/95

ORDINANCE NO. 168385

\* Agreement for services for five years, with provision of a five year renewal, with the Regional Arts and Culture Council for overseeing all public art matters for the City (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.
2. The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.
3. MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.
4. The City of Portland demonstrated its leadership and commitment to the arts by adopting Arts Plan 2000+ (resolution #34949) in February 1992; providing and sustaining increased funding and including Arts Plan implementation as one of thirteen City Council goals in fiscal years 1993/94 and 1994/95;
5. The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas, Washington and Clark Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.
6. The City of Portland was an active participant in the Metro Regional Arts Funding Task Force, a Metro/City of Portland Task Force with representation from all regional counties, which recommended short and long term solutions to arts programs and facilities needs, including the establishment of a nonprofit organization;



7. The City of Portland adopted an Arts Funding Policy in 1994 (resolution 35313) to represent its long term commitment to the health and vitality of the arts in Portland.
8. MAC has restructured into a nonprofit organization, the Regional Arts and Culture Council (RACC), in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force recommendation to provide more cost effective, efficient and flexible services;
9. The purpose of local government investment in the arts, including City of Portland funding, is to promote access, inclusion and excellence in the arts, to leverage other resources for the arts, and to enhance the contribution of the arts to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized and directed to enter into an agreement for services substantially in conformance to that attached hereto as Exhibit A, that provides for transfer of Metropolitan Arts Commission services between the City and Regional Arts and Culture Council.

Section 2. The Council declares that an emergency exists because the Metropolitan Arts Commission will become the Regional Arts and Culture Council on January 15, 1995 and in order for there to be no interruption of services the Professional Services Contract must be in effect. Now therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, DEC 21 1994

Mike Lindberg  
Bill Bulick  
12-16-94

**BARBARA CLARK**  
Auditor of the City of Portland  
By *Britta Olson* Deputy



METRO

Date: January 25, 1995

To: Councilor Washington, Regional Facilities Lead Councilor  
 Councilor McCaig, Regional Facilities Support Councilor

From: Donald E. Carlson, *DE* Council Analyst

Re: Review of the Proposed Intergovernmental Agreement (IGA)  
 on the Regional Arts and Cultural Agency (RACC)

The purpose of this memo is to follow up on our meeting with representatives of the art community who are advocating Council approval of the IGA on the RACC. At that time you asked me to provide a list of questions and comments regarding the proposed IGA for consideration by both the RACC advocates and the Council. It is my understanding that this matter will be on the January 31, 1995 Council Work Session agenda. Below are my questions or comments.

1. In the Recitals section of the IGA it appears the RACC has been established to take on the responsibilities of the Regional Arts Council and ultimately accept the duties of the Metropolitan Arts Commission (MAC) which is an institution created by intergovernmental agreement between the City of Portland and Multnomah County. What is the reason for the creation of a private non-profit organization to undertake this effort rather than transform the MAC into a regional organization?
2. In the Recitals section of the IGA in the sub-section titled "Public Art Program (Page 2) the statement is made that ordinances are in place for MAC to manage several governments Per Cent for Art Programs (including Metro). Will the relationship between RACC and the various governmental units automatically continue as a result of the approval of the IGA, or will some other action be necessary?
3. On Page 4 of the IGA the parties agree that the RACC shall be designated as the arts and cultural agency for the region. What is the meaning of this designation? Is it an exclusive designation? Are the jurisdictions party to the IGA prohibited from providing direct support for art and cultural programs provided by other organizations?
4. The IGA provides for a Board of Directors for the RACC of 23 members and provides a method for the selection of the Board. What is the rationale for the number of Board members and the method of selection? Is it based on a population formula or the potential ratio of expected contributions from the various governmental entities involved, or some other reason?

5. The IGA on Page 5 provides a commitment by the parties to the agreement to work with the RACC to implement the Arts Plan 2000+. As shown in Exhibit A attached the Arts Plan 2000+ contains approximately 37 Key Recommendations and specific Proposals for Action under 10 key subject matter headings ranging from Arts Education to Resources. Two Key Recommendations in the Resource section are 1) to find a dedicated source of public funds for regional and local arts programs and 2) to increase public funding for the arts to \$6 million annually by 1996. While Metro has participated in various studies in recent years regarding potential funding for the arts, staff has not found any record of the Metro Council out right adopting the Arts Plan 2000+ recommendations.

6. No where in the IGA is there language which addresses the issue of oversight of the operation and program of the RACC by any of the entities which will provide funds to support the operation of the RACC. How will this subject be dealt with? To whom is the RACC accountable?

7. The IGA on Page 5 contemplates service agreements between the RACC and individual jurisdictions for developing and administering arts and cultural programs? What are examples of these service agreements? How will the services provided by these agreements differ from the services contemplated to be provided as a result of general contributions made by various jurisdictions as a result of this IGA?

8. Have the Bylaws for the RACC been adopted? If so, by whom and how do they relate to the provisions included in the IGA?

cc: Metro Council  
Mike Burton, Executive Officer  
Bill Bulick  
Pat Harrington  
Kathleen Johnson-Kuhn

EXHIBIT A  
(Excerpts from ARTS PLAN 2000+)

KEY RECOMMENDATIONS

Leadership, resources and coordination will strengthen programs and make them more widely available to our region's children. Local citizens and planners have identified three priorities: school-based instruction, educational programs offered by arts organizations, and opportunities for lifelong arts education.

▼ Establish a Regional Arts Education Steering Committee, staffed through the regional arts council, to plan, fund raise and advocate for arts education. Members will represent public and private schools, colleges and universities, cultural organizations, businesses, parents and community organizations.

▼ Provide funds for exemplary arts education programs in schools and community settings to be matched by schools and the private sector.

▼ Initiate an "arts team on loan to schools" program to demonstrate the role of the arts in childhood development and help schools adopt state-mandated arts education goals.

▼ Upgrade teacher certification requirements to reflect the skills necessary to meet state curriculum goals in the arts and to incorporate the arts into total childhood development.

▼ Increase multi-cultural arts activities in schools, recreation programs and arts organizations by offering coordination and financial support to successful diversity outreach programs.



## Arts Education

A public opinion survey conducted by the Wolf Organization reported an extremely high level of support, region-wide, for arts education programs.

### ARTS PLAN ACTION PLAN FOR ARTS EDUCATION

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Establish a Regional Arts Education Steering Committee.	▼			Regional Arts Council
2	Provide funds for exemplary arts education programs in schools and community-based settings.		▼		Regional & Local Arts Councils Schools Foundations Business Individuals
3	Initiate an "arts team on loan to schools" program.		▼		Arts Organizations Arts Education Steering Comm. Schools Artists
4	Upgrade teacher certification requirements to reflect the skills necessary to meet state curriculum goals in the arts and to incorporate the arts into total childhood development.		▼		Arts Education Steering Comm. Higher Education
5	Increase multi-cultural arts activities in schools, recreation programs and arts organizations.	▼			Regional & Local Arts Councils Arts Organizations Reg. Parks & Rec. Programs Multi-Cultural Arts Task Force
6	Convene a regional "arts in education" conference.		▼		Arts Education Steering Comm. Arts Organizations Regional & Local Arts Councils Schools & Higher Education
7	Establish a regional "awards for excellence in arts education" recognition program.			▼	Arts Education Steering Comm.
8	Initiate a Teacher Pre-Service and In-Service Art Education Project.		▼		Arts Education Steering Comm.
9	Create a parent arts advocacy group in each school.		▼		Arts Education Steering Comm. Schools Parent/Teacher Assoc.

### KEY RECOMMENDATIONS

- ▼ Encourage more free and low-priced events to attract new audiences.
- ▼ Provide grants to arts organizations for pursuing new audiences, including the disabled and traditionally underserved populations, and for developing activities which extend activities throughout the region.
- ▼ Establish a central marketing group, staffed under the regional arts council, to promote collaborative audience development and outreach efforts among arts groups, community development agencies, tourism associations and arts councils.
- ▼ Design and implement a long-range plan to promote cultural tourism. Elements may include tour packages, and centralized ticketing.



It is important that no one leaves this earth without discovering who and what they are as an artist.

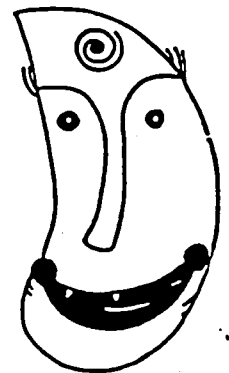
▼ Sharon Morgan,  
Director of the  
Oregon Coast Council  
for the Arts

**ARTS PLAN ACTION PLAN FOR ACCESS TO THE ARTS**

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Encourage more free and low-priced events.	▼			Arts Organizations Regional & Local Arts Councils Metro. Expo. Rec. Comm. Business Foundations Individuals
2	Provide grants to arts organizations for pursuing new audiences.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals
3	Establish a central marketing group to promote collaborative audience development and outreach efforts.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
4	Design and implement a long-range plan to promote cultural tourism.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
5	Develop region-wide information and promotion strategies to encourage greater public participation in the arts.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
6	Take advantage of the arts and cultural implications of Portland's role as a Pacific Rim City	▼			Arts Organizations Sister City Organizations Eco. Dev. & Tourism Agencies Regional & Local Arts Councils Higher Education
7	Create a world-class international arts festival emerging from leadership of existing festivals and arts organizations.	▼			Arts Organizations Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations MERC
8	Explore opportunities to develop and sell arts-related products that promote the arts of the area and provide support to local artists.	▼			Arts Organizations Regional & Local Arts Councils
9	Enhance convenience and safe accessibility in connection with getting to and from regional arts events.	▼			Regional Governments Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Assoc. for Portland Progress Portland OR Visitor's Assoc. MERC TRI-MET

**KEY RECOMMENDATIONS**

- ▼ Permanently fund and staff the Minority Outreach Program begun by the Metropolitan Arts Commission. The program offers training and information on funding sources for minority artists and arts organizations region-wide.
- ▼ Extend funding for fellowships and commissions to all artists and arts organizations. Ensure fair evaluation of minority applicants.
- ▼ Increase the number of culturally diverse artists used in programs such as Arts in Education, Art Literacy and Young Audiences.
- ▼ Create “arts incubators” for small and emerging arts organizations, especially multi-cultural and underserved groups, through business/arts partnerships.





# Diversity: Learning From a Wealth of Differences

People of color constitute 17% of the population, yet only 5% of arts audiences.

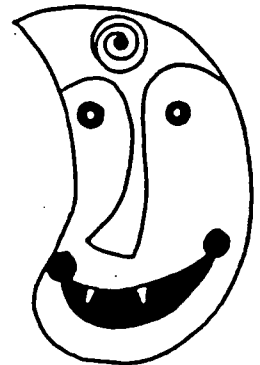
▼ The Wolf Report

## ARTS PLAN ACTION PLAN FOR DIVERSITY

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Permanently fund and staff the Minority Outreach Program.	▼			Regional Arts Council
2	Extend funding for fellowships and commissions to all artists and arts organizations.	▼			Regional Arts Council
3	Increase the number of culturally diverse artists used in programs such as Arts in Education, Art Literacy or Young Audiences.	▼			Regional & Local Arts Councils Arts Organizations NW Multi-Cultural Task Force Schools
4	Create "arts incubators" for small and emerging organizations through business/arts partnerships.		▼		Regional Arts Council OR Bus. Comm. for the Arts OR Assoc. of Minority Entrepreneurs Portland Development Comm. Reg. Chambers of Commerce
5	Encourage arts organizations to increase culturally diverse and targeted constituent programming as appropriate to their artistic goals.	▼			Regional Arts Council
6	Foster and fund non-school based education programs including those based in neighborhoods and those which are aimed at preserving and presenting the work of various cultures and targeted constituent groups.	▼			Regional & Local Arts Councils Reg. Parks & Recreation Prog.
7	Insure barrier-free and decentralized facilities for arts activities in neighborhoods for culturally diverse and targeted constituent groups.		▼		Regional Governments Redevelopment Agencies Arts Organizations
8	Build on MAC's Multi-Cultural Issues Committee to regionally focus on concerns to people of color.	▼			Regional Arts Council
9	Create a regional Targeted Constituents Issues Committee to address arts accessibility for underserved populations - senior, disabled and homosexual.	▼			Regional Arts Council.
10	Encourage arts organizations and local governments to include representatives of underserved communities on boards and selection committees.	▼			Regional & Local Arts Councils
11	Develop strategies and tools for disseminating information to the various cultural communities and targeted constituents.	▼			Regional & Local Arts Councils Arts Organizations
12	Take advantage of the arts and cultural implications of Portland's role as a Pacific Rim City.	▼			Arts Organizations Sister City Organizations Eco. Dev. & Tourism Agencies Regional & Local Arts Councils

**KEY RECOMMENDATIONS**

- ▼ Establish a dedicated funding source for the arts which supports regional programs and facilities and also funnels dollars directly to communities.
- ▼ Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.
- ▼ Create a regional arts council, based on the Metropolitan Arts Commission, to coordinate arts programs and lobby for expanded public funding. Clark, Clackamas, Multnomah and Washington Counties, METRO and local governments will be invited to create such an organization.
- ▼ Appoint an ad hoc group of the *Arts Plan 2000+* steering committee to monitor the creation of the regional arts council and the leadership group.



The greatest need is developing a corps of active, prominent community leaders for the arts.

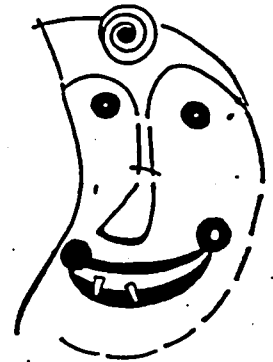
▼ The Wolf Report

**ARTS PLAN ACTION PLAN FOR REGIONAL COORDINATION**

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Establish a dedicated funding source for the arts which supports regional programs and facilities.		▼		Regional Governments Private Leadership Citizens
2	Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.		▼		OR Bus. Comm. for the Arts
3	Create a regional arts council based on the Metropolitan Arts Commission.		▼		Regional Governments
4	Appoint an ad hoc group of AP2+ Steering Committee to monitor the creation of a Regional Arts Council and leadership group.		▼		AP2+ Steering Committee Regional & Local Governments
5	Forge allies and partnerships for regional funding options with projects such as Greenspaces, the Zoo, libraries and the End of the Oregon Trail Interpretive Center.		▼		Regional Governments Regional & Local Arts Councils Arts Organizations Metro. Expo. Rec. Comm.

### KEY RECOMMENDATIONS

- ▼ Create Artist Trust, a private, independent non-profit corporation, to provide grants and advocacy for individual artists.
- ▼ Initiate a fellowship program, under the regional arts council, for exemplary artists.
- ▼ Increase grants for artists' community projects.
- ▼ Expand technical assistance and business training programs for artists.
- ▼ Assist artists in securing cooperative, low-cost studio and presenting spaces.



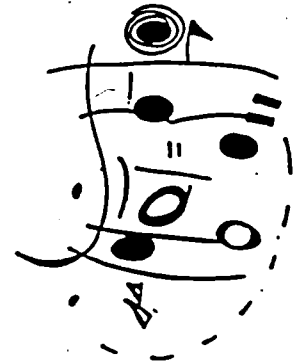
We cannot afford the flight of our most creative citizens.

**ARTS PLAN ACTION PLAN FOR ARTISTS**

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Create Artist Trust to provide grants and advocacy for individual artists.	▼			Artists Business Foundations Individuals
2	Initiate a fellowship program for exemplary artists.	▼			Regional Arts Council Artist Trust Foundations Business Individuals
3	Increase grants for artists' community projects.	▼			Regional Arts Council Artist Trust Foundations Business Individuals
4	Expand technical assistance and business training for artists.	▼			Regional & Local Arts Councils Foundations OR Business Comm. for Arts OR Assoc. of Minority Entrepreneu Artist Trust
5	Assist artists in securing cooperative, low-cost studio and presenting space.	▼			Regional & Local Arts Councils Redevelopment Agencies Private Developers Artist Trust
6	Create an annual state-wide Arts Congress for artists and arts organizations to share common concerns.	▼			Regional & Local Arts Councils Arts Organizations Artist Trust

**KEY RECOMMENDATIONS**

- ▼ Increase funding for operating expenses of arts organizations.
- ▼ Support small, emerging, and multi-cultural organizations through:
  - 1) Grants for community projects
  - 2) Technical assistance for fundraising and business training
- ▼ Investigate a one-time, public/private funding initiative to financially stabilize arts organizations that would not compete with individual organizations' fundraising campaigns.
- ▼ Establish fair and equitable support for facility use, including appropriate rent for non-profit users of PCPA, and support for organizations which own and operate their own regionally significant facilities.



## Arts Organizations

Attendance at arts activities in 1990 was estimated at over three million.

### ARTS PLAN ACTION PLAN FOR ARTS ORGANIZATIONS

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Increase funding for operational expenses for arts organizations.	▼			Regional Governments Business Foundations Individuals
2	Support small, emerging and multi-cultural organizations through grants and technical assistance.	▼			Regional & Local Arts Councils Foundations Business
3	Investigate a one-time, public/private funding initiative to financially stabilize arts organizations.		▼		Regional Arts Council Arts Organizations OR Bus. Comm. for the Arts Foundations Business
4	Establish fair and equitable support for facilities, including appropriate rent for non-profit users of PCPA and support for organizations which own and operate their own regionally significant facilities.	▼			Regional Arts Council Metro. Expo. Rec. Comm.
5	Expand existing project grant program.	▼			Regional Arts Council
6	Offer technical assistance to arts organizations in fund-raising, with an increased emphasis on planned giving.		▼		Regional Arts Council OR Bus. Comm. for the Arts Non-profit Community
7	Develop "Reverse Technical Assistance" to assist corporations and media in meeting their arts support goals.	▼			Arts Organizations
8	Develop a regional marketing strategy which includes joint promotion and packages.	▼			Regional Arts Council Arts Organizations Eco. Dev. & Tourism Agencies Business MERC
9	Create an annual state-wide Arts Congress for artists and arts organizations to share common concerns.			▼	Regional & Local Arts Councils Arts Organizations Artist Trust

### KEY RECOMMENDATIONS

- ▼ Encourage public agencies, municipalities and businesses region-wide to adopt public art programs.
- ▼ Increase the ratio of artists and arts professionals on public art advisory committees.
- ▼ Expand the definition of public art to include works of limited duration, and performing arts, literature, historical documentation, film and video projects.
- ▼ Increase commissions of public art that represent minority and international cultures through wider publicity about available commissions and by inviting people of various cultures to serve on selection panels.





This newspaper has supported the One Percent for Art program... because it produces more effective buildings, improving the quality of life of the people who work and have dealings there.  
 ▼ *The Oregonian*, May 3, 1989

**ARTS PLAN ACTION PLAN FOR PUBLIC ART**

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTIN ORGANIZATION
1	Encourage public agencies, municipalities and businesses region-wide to adopt public art programs.	▼			Regional & Local Arts Council Reg. Public Art Programs Private Leadership
2	Increase the ratio of artists and arts professionals on public art selection committees.	▼			Regional & Local Arts Council Reg. Public Art Programs Artist Trust
3	Expand the definition of public art to include works of limited duration and performing arts, literature, historical documentation, film and video projects.	▼			Regional & Local Arts Council Reg. Public Art Programs
4	Increase commissions of public art that represent minority and international cultures.	▼			Regional & Local Arts Council Reg. Public Art Programs
5	Develop educational programs to promote the understanding and benefit of public art.		▼		Regional & Local Arts Council Arts Education Steering Comm
6	Encourage early planning for permanent, commissioned public art works, beginning simultaneously with architecture and landscape design.		▼		Regional & Local Arts Council
7	Develop policies and guidelines to improve stewardship of existing and future public art.		▼		Regional & Local Arts Council
8	Charge agencies their fair share for program management to provide adequate staffing.	▼			Regional Arts Council
9	A new approach to public art conservation should be developed which includes more complete planning, registration, condition monitoring and more realistic budgeting for conservation.		▼		Regional & Local Arts Council
10	The Regional Arts Council, as a model for the region, should develop a clear statement of purpose for its public art collection with standards to guide acquisition, screening and de-accessioning. A system should be developed for evaluating individual projects or collections as a whole.	▼			Regional Arts Council
11	Effective methods should be in place to encourage high quality art in projects by private developers.		▼		Regional & Local Arts Council
12	Design interactive education and marketing programs aligned to public art pieces and coordinated to each new work.			▼	Regional & Local Arts Council

**KEY RECOMMENDATIONS**

- ▼ Create a Regional Cultural Facilities Planning Group, through the regional arts council, to advise new facilities development throughout the region. This group will establish priorities and a process for siting facilities and also work with local governments to help them plan and build new facilities.
- ▼ Secure a regional dedicated funding source for PCPA's operations, capital improvements, marketing and educational programming.
- ▼ Reduce rent and user fees to arts organizations at PCPA and provide analogous support to arts organizations which own and operate their own facilities.



To solve that problem (Portland Center for the Performing Arts) without addressing other issues such as the operating losses of other arts organizations, multi-cultural arts programming, neighborhood facilities, arts education, cultural tourism, or the many other challenges brought up by this planning process would be a mistake.  
 ▼ The Wolf Report

**ARTS PLAN ACTION PLAN FOR CULTURAL FACILITIES**

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 84	BY FY 86	POSSIBLE IMPLEMENTING ORGANIZATION
1	Create a Regional Cultural Facilities Planning Group to coordinate new facilities development.		▼		Regional Arts Council Redevelopment Agencies Regional Governments Arts Organizations
2	Secure a regional dedicated funding source for PCPA's operations, capitol improvements, marketing and educational programming.		▼		Regional Governments Private Leadership Citizens
3	Reduce rent and user fees to arts organizations at PCPA and provide analogous support to arts organizations which own and operate their own facilities.		▼		Regional Arts Council Metro. Expo. Rec. Comm.
4	Support the major recommendations of the METRO Facilities Study Subcommittee on the Portland Center for the Performing Arts.		▼		Regional & Local Arts Council Regional Governments Business
5	Maintain a database of existing and proposed facilities in the region.		▼		Regional Arts Council Redevelopment agencies

### KEY RECOMMENDATIONS

- ▼ Assemble a regional leadership group of prominent citizens and corporate representatives which will devote itself to the needs and opportunities of the region's cultural sector.
- ▼ Establish a dedicated public funding source for the arts which supports regional programs and facilities and also funnels dollars directly to local communities' programs.
- ▼ Increase public funding for the arts to \$6 million annually by 1996.
- ▼ Increase contributions from corporations, foundations and individuals.



# Resources

Arts Plan has set a goal of \$6 million in public funding for the arts by the year 1996: the price of one movie ticket per resident per year.

## ARTS PLAN ACTION PLAN FOR RESOURCES

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.	▼			OR Bus. Comm. for the Arts
2	Establish a regional dedicated funding source for the arts.		▼		METRO Local Governments Citizens OR Bus. Comm. for the Arts
3	Increase public funding for the arts to \$6 million annually by 1996.			▼	METRO Cities Counties
4	Increase contributions from corporations, foundations and individuals.	▼			OR Bus. Comm. for the Arts Regional & Local Arts Councils Foundations Business Individuals
5	Establish a formula for redistribution of arts funds to assure local municipalities that they will have cash available for local needs.	▼			METRO Local Governments Regional & Local Arts Councils



METROPOLITAN ARTS COMMISSION

January 12, 1995

TO: Don Carlson, Staff to the Metro Council

FROM: <sup>WB</sup> Bill Bulick, Executive Director

We're looking forward to working with you.

I'm hoping you've already had time to talk with Casey and Ed Washington about the regional arts and facilities issues. Enclosed is a packet of background materials, including the following:

- 1) The Intergovernmental Agreement enabling the Metropolitan Arts Commission to implement the Regional Arts Funding Task Force and Arts Plan recommended transition to a regional non-profit organization, the Regional Arts and Culture Council (RACC). It is our fond hope that Metro can move on this fairly quickly. Clackamas and Washington Counties and the City of Portland have already approved; Multnomah County will approve it on January 26. We are planning a signing ceremony and open house in our new space in early February. It is very important to us that Metro be a full partner at this historic new beginning

This agreement does not obligate Metro to any funding. Funding decisions will be handled on a year to year basis via a contract for services such as the one currently in effect. However, the Regional Arts and Cultural Council does need this governmental designation to apply for federal funding, such as the \$470,000 NEA award that is currently benefiting the region. We plan to apply for a major NEA arts in education grant in January.

The Intergovernmental Agreement was presented to the Regional Facilities Committee in December along with a report of our progress on activities funded by Metro. The Committee response was extremely positive. My understanding is that Dan Cooper and Casey reviewed the document and felt fine about it too. We had hoped to bring it before the Council before the end of December but just ran out of time.

2) A report from the Metropolitan Arts Commission and the Business Committee for the Arts (BCA) about the progress made on programs funded by Metro in the current 94/95 fiscal year. I think you will see that much has been accomplished – all groundwork needed to meet the challenges ahead.

3) A draft 95/96 budget proposal for the next phase of RACC/BCA work that was presented to Rena Cusma and Mike Burton as they pulled their proposals together. It is my understanding that Mike has included it in his draft budget.

4) Copies of the information outlining the fiscal crisis at the PCPA.

I hope that we can meet with you soon.



## METRO

Date: February 6, 1995

To: Ed Washington, Regional Facilities Lead Councilor  
Patricia McCaig, Regional Facilities Support Councilor

From: Donald E. Carlson, Council Analyst *DCE*

Re: Clarification of IGA for Regional Arts and Cultural Council -- Resolution 95-2096

I have just received a call from Councilor Kvistad with a question about the IGA for the Regional Arts and Cultural Council (RACC). He pointed out that Section 1 of the IGA designates the RACC as the regional arts and cultural agency with the following responsibilities:

"...the stewardship of public investment, and for serving citizens of the region by providing leadership, strategic planning, policy development, coordination and financial support of the regional arts industry."

He further pointed out that Section 5 dealing with new regional funding states in part that the RACC will assume

"... responsibility for administering and distributing funds for arts and cultural programs."

His question is, does this agreement give the RACC any control, specific or implied, over existing or future Metro funds used to construct or operate regional arts facilities such as the PCPA?

I indicated that from all I've heard the agreement does not deal with the construction and operation of Metro facilities such as the PCPA in any manner. But this is a matter that should get clarified at the February 9, 1995 Council Meeting.

If you have any questions or need additional information, please let me know.

cc: Metro Council  
Mike Burton  
Dan Cooper  
Pat LaCrosse  
Bill Bulick





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From: Donald E. Carlson, <sup>DCE</sup> Council Analyst

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If you have any questions or need additional information, please let me know.

cc: Metro Council  
Mike Burton  
Dan Cooper  
Pat LaCrosse  
Bill Bulick



METRO

DATE: February 9, 1995  
TO: Metro Council  
Interested Parties  
FROM: Marilyn Geary-Symons, Council Assistant  
RE: Minutes for January 31, 1995 Metro Council Work Session

The minutes for the January 31, 1995 Metro Council Work Session are not available for approval at this time.

They will be available for approval at the next Metro Council Regular meeting to be held February 16, 1995.

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**METRO**

**DATE:** February 7, 1995  
**TO:** Metro Council  
Interested Parties  
**FROM:** Marilyn Geary-Symons, Council Assistant  
**RE:** January 26, 1995 -- Metro Council Meeting Minutes

The Metro Council Regular Meeting minutes of January 26, 1995 were not previously available at the February 2, 1995 Metro Council meeting and are attached herewith for approval by the Council.

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# MINUTES OF METRO COUNCIL REGULAR MEETING

Council Chamber

January 26, 1995

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Presiding Officer McFarland called the January 26, 1995 Metro Council Regular Meeting to order at 7:01 p.m.

## 1. INTRODUCTIONS

None.

## 2. CITIZEN COMMUNICATIONS

Romeo Bisorca, a student from Reynolds High School, addressed the Council and indicated he was in attendance as part of his school work. He felt there was paper waste in producing the documents for the Council meeting, and suggested using a board to write on instead. Presiding Officer McFarland noted there were other citizens who felt they did not receive enough information on paper nor did they receive it often enough. She noted information was also advertised in the local newspapers. Councilor McLain remarked that an electronic bulletin board was being activated for those who would be interested, which would also help eliminate the need for so much paper. She noted also that Metro had an effective recycling program within the agency. Presiding Officer McFarland thanked Mr. Bisorca for taking an interest in his government.

## 3. EXECUTIVE OFFICER COMMUNICATIONS

Carol Kelsey, Executive Assistant, addressed the Council and distributed a letter dated January 26, 1995 from Mike Burton, Executive Officer, in which he urged the Council to pass Ordinance No. 95-574, an ordinance repealing the Construction Excise Tax. This document has been made a part of the permanent meeting record.

## 4. CONSENT AGENDA

4.1 Consideration of Minutes for the January 5, 1995, January 12, 1995, and January 19, 1995 Metro Council Regular Meetings; and the Minutes for the January 10, 1995 and January 17, 1995 Metro Council Work Sessions.

Motion: Councilor Monroe moved to approve the minutes for the January 5, 1995, January 12, 1995, and January 19, 1995 Metro Council regular meetings; and the minutes for the January 10, 1995 and January 17, 1995 Metro Council Work Sessions as submitted.

Vote: Councilors Kvistad, McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye.

The vote was unanimous and the motion passed.

## 5. ORDINANCES SECOND READINGS

5.1 Ordinance No. 95-574, An Ordinance Repealing Ordinance No. 94-556C Relating to Taxation

Motion: Councilor Kvistad moved to adopt Ordinance No. 95-574. Councilor Washington seconded the motion.

Councilor Monroe said he would support the proposed ordinance to repeal the Construction Excise Tax, and he emphasized that should this ordinance pass it would be anticipated that the Metro excise tax would remain at 7.5% in the Executive Officer's proposed budget FY 1995-96. He added it would also be anticipated there would be no reduction in the solid waste disposal tipping fee of \$75 per ton. Councilor Monroe felt that it would not be possible to attempt to change those budget structures in the FY 1995-96 budget without the Construction Excise Tax in place.

Councilor McLain indicated she intended to support the repeal of the construction excise tax, and said her reasons included support of the new Executive Officer, particularly in his work in the budget and his confidence that the necessary savings could be found. Councilor McLain noted agency priorities had changed since she had voted for the construction excise tax, and felt it was necessary balance how many types of measures Metro could place on the ballot in May and be successful.

Councilor Morissette indicated he was pleased to have the opportunity to repeal the construction excise tax, and said he hoped Metro would be very careful about establishing similar taxes in the future.

Presiding Officer McFarland opened a public hearing. No citizens appeared before the Committee to testify. Presiding Officer McFarland closed the public hearing.

Councilor Monroe said he had received contacts from several groups and individuals who had an interest in the proposed ordinance asking whether or not they should appear to testify again. He said he had let them know that he understood the vote would be in favor of the proposed repeal, and he added that the fact that no one was present to testify should not be taken to mean that there was no further interest in the matter.

Presiding Officer McFarland recalled there had been numerous constituents who had come to testify previously. Councilor Kvistad thanked Councilor Monroe for all of his hard work to put forward what he felt was important as a means to fund this agency. Councilor Kvistad emphasized the need to recognize that Metro required a long term source of funding in order to be successful and effective. He said his vote to repeal the construction excise tax committed him to continue forth in the endeavor to find a broad based source for funding the work of Metro.

Vote: Councilors Kvistad, McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye.

The vote was unanimous and the motion passed.

Motion to Suspend the Rules: Councilor Kvistad moved to suspend the rules to consider Resolution No. 95-2030, For the Purpose of Withdrawing the Referral of Ordinance No. 94-556C Relating to Taxation to the Voters. Councilor McCaig seconded the motion.

Resolution No. 95-2030 was distributed to the Council. This document has been made a part of the permanent meeting record.

Vote on Motion to Suspend the Rules: Councilors McCaig, McLain, Monroe, Morissette, Washington, Kvistad and McFarland voted aye.

The vote was unanimous and the motion passed.

Motion: Councilor Kvistad moved to adopt Resolution No. 95-2030. Councilor Washington seconded the motion.

Councilor Kvistad said adoption of the proposed resolution would have the effect of removing the construction excise tax from the ballot and that the County Clerk would be notified.

Vote: Councilors McLain, Monroe, Morissette, Washington, Kvistad, McCaig and McFarland voted aye.

The vote was unanimous and the motion passed.

5.2 Ordinance No. 95-583A, Amending Chapter 2.01 of the Metro Code Relating to Council Organization and Procedures; and Declaring an Emergency

Motion: Councilor Monroe moved to adopt Ordinance No. 95-583A. Councilor Washington seconded the motion.

Casey Short, Council Analyst, presented the staff report, and referenced three memorandums distributed to the Council including: 1) a memorandum dated January 26, 1995 to the Presiding Officer from Daniel B. Cooper, General Counsel; 2) a memorandum dated January 25, 1995 to the Presiding Officer from Donald E. Carlson, Council Analyst; and, 3) his memorandum dated January 25, 1995 to the Metro Councilors from Mr. Short which contained two options regarding the office of Presiding Officer should the office become vacated. These documents have been made a part of the permanent meeting record. Mr. Short noted the proposed ordinance had been heard previously, and the options before the body represented the work of Staff to address questions that had been raised. Mr. Short noted Option No. 1 stated that the Deputy Presiding Officer would automatically become the Presiding Officer in the event that the office became vacated, and he said Option No. 2 stated that the Deputy Presiding Officer would serve as the Acting Presiding Officer until the Council elected a new Presiding Officer for the remainder of the term. Mr. Short noted the other memorandums referenced dealt with who had the authority to introduce legislation to the Council.

Presiding Officer McFarland opened a public hearing.

Jack Polans, King City resident, referenced pages 34, 35, and 36 of the proposed ordinance and suggested an amendment that qualifications for membership on the Boundary Commission include language that he or she must not be either for or against annexation, but rather be neutral.

Presiding Officer McFarland noted further discussion regarding the Boundary Commission would occur in a scheduled work session to take place January 27, 1995 from 12:00 p.m. to 3:00 p.m. Presiding Officer McFarland closed the public hearing.

Motion No. 1 to Amend: Councilor Morissette moved that Ordinance No. 95-583A include language reflected by Option No. 2; i.e. stating that the Deputy Presiding Officer would serve as the Acting Presiding Officer until the Council elected a new Presiding Officer for the remainder of the term, should the office of Presiding Officer become vacated during the term. Councilor McCaig seconded the motion.

In response to Councilor McLain, Mr. Short said an Acting Presiding Officer would not receive the salary due the Presiding Officer, and he said no one would until a new Presiding Officer was elected by the Council. Councilor Monroe said he favored Option 2 as well, but felt it should be noted that should the Presiding Officer's office be vacated there would also be a vacant seat on the Council.

With permission of the Presiding Officer, Councilor Washington indicated he preferred Option 1. He indicated if such an event were to occur, he felt it would be a time to demonstrate unity and dispel contentiousness, and felt Option 1 met those requirements in a better fashion.

Councilor Monroe said he agreed that Option 1 provided certainty in a time of crisis, and he noted there was a provision for removing a Presiding Officer with five votes. Mr. Cooper concurred. He said he felt, however, that Option 2 was more democratic.

Vote on Motion No. 1 to Amend: Councilors Monroe, Morissette, Washington, Kvistad, McCaig, McLain and McFarland voted aye.

The vote was unanimous and the motion passed.

Motion No. 2 to Amend: Councilor McCaig moved to amend Ordinance No. 95-583A, Section 2.01.070<sup>o</sup> to insert the words "the Auditor" after the reference to "a Committee of the Council," and before the reference "or the Executive Officer" as outlined in the January 26<sup>th</sup> memorandum from Mr. Cooper. Councilor McLain seconded the motion.

Councilor McCaig said she felt the proposed amendment would serve to expedite the process by allowing the Auditor to come directly before the Council for such matters, noting doing so would alter neither the ensuing discussion nor the votes.

Presiding Officer McFarland opened a public hearing. No citizens appeared before the Committee to testify. Presiding Officer McFarland closed the public hearing.

Councilor Kvistad did not support the amendment giving the auditor the authority to introduce legislation. He said that Charter language intended that it was the role of the Council and the Executive Officer of Metro to formulate public policy and develop ordinances and resolutions and referenced Mr. Carlson's January 25<sup>th</sup> memorandum.

In response to Councilor McLain, Mr. Cooper said case law supported that if there was an irregularity in having the Auditor lay an item before the body, a remedy would occur by following the Charter process of public notice, first reading, second reading, and sufficient votes of the Council.

In response to Councilor McLain, Councilor McCaig said the Secretary of State had such authority.

In response to Councilor Monroe, Mr. Short said he was aware that the City of Portland had such authority. Alexis Dow, Metro Auditor, indicated she was not aware whether or not the Multnomah County Auditor had such authority. Ms. Dow read from the Metro Charter regarding the responsibilities and duties of the Metro Auditor. She said it was her opinion that in order to fulfill the duties of the Office of Auditor it was incumbent upon the Office to have the privilege of bringing proposed actions before the Council.

The Council discussed the benefits and drawbacks of the proposed amendment further.

Vote on Motion No. 2 to Amend: Councilors Morissette, Washington, McCaig, McLain, Monroe and McFarland voted aye. Councilor Kvistad voted no.

The vote was 6 to 1 in favor, and the motion passed.

Main Motion as Amended: Councilor Monroe moved to adopt Ordinance No. 95-583B as amended.

In response to Councilor Morissette, Mr. Cooper explained that a 2/3 vote of the Council was 5, not 4. He said 4 would be less than 2/3 of the body of seven Councilors and that a 2/3 vote would need to be at least 2/3, or 5 votes. He added that 4 votes would equal 2/3 of the vote if only 6 Councilors were present, however.

Vote on Main Motion as Amended: Councilors Washington, Kvistad, McCaig, McLain, Monroe, Morissette and McFarland voted aye.

The vote was unanimous and the motion passed.

6.1 Resolution No. 95-2078, For the Purpose of Adopting Rules Establishing Procedures Relating to the Conduct of Council Business

Mr. Short presented the staff report, and described the rules of procedure for the conduct of Council business that would be implemented by adoption of the proposed resolution.

Councilor Morissette indicated he supported the proposed resolution, and noted that, following a conversation with the Presiding Officer, he was satisfied regarding placement of issues of interest on agendas for Work Sessions.

Presiding Officer McFarland opened a public hearing.

Mr. Polans addressed the Council, and said that the three minute time frame allotted to citizens for addressing the Council was not long enough. He asked whether written testimony would be acceptable. Presiding Officer McFarland said written testimony was always acceptable.

Presiding Officer McFarland closed the public hearing.

Motion: Councilor Monroe moved to adopt Resolution No. 95-2078. Councilor Washington seconded the motion.

Vote: Councilors Kvistad, McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye.

The vote was unanimous and the motion passed.

6.2 Resolution No. 95-2079, For the Purpose of Revising Guidelines for Councilor Expense and General Council Materials & Services Accounts

Main Motion: Councilor Kvistad moved to adopt Resolution No. 95-2079. Councilor Morissette seconded the motion.

Mr. Short presented the staff report, and said the proposed resolution would provide revision of guidelines for Councilor expenses, authorizing each Councilor to receive up to \$4,000 each fiscal year as reimbursement with the Presiding Officer authorized to receive an additional \$500 for each six months of service.

Councilor Kvistad said a resolution similar to the proposed resolution came before the Council periodically, and he added that needs of each Councilor had been analyzed based on a new and expanded Council districts while the number of Councilors reduced from 13 to 7. Councilor Kvistad said the budget guidelines included four 1,000 piece newsletters at approximately \$.35 each for citizen outreach, and he noted two travel items were included at approximately \$1,000 each. Councilor Kvistad supported the resolution adding that he encouraged Councilors to underspend.

The Council discussed the proposed resolution further.

Councilor Kvistad responded to questions raised by Councilor McCaig. Councilor McCaig recommended waiting to consider the proposed resolution until after the budget process.



Motion to Amend: Councilor McCaig moved to amend Resolution No. 95-2079 to change language in Exhibit A, Councilor Expense Accounts, section 1. to read:

"Each Councilor is authorized to receive up to \$1,800 each fiscal year as reimbursement..." rather than \$4,000; and, that the language in the next sentence be changed to read: "up to \$900 for authorized expenses for that fiscal year." rather than \$2,000.

Councilor Morissette seconded the motion.

Councilor Monroe felt that since the number of citizens in each Councilors' district was greater it was prudent to consider increasing the amount to be reimbursed for expenses incurred for Council related activities. Councilor McLain discussed expenses that would be incurred in the process of producing citizen outreach newsletters, and indicated she felt the newsletters were a priority.

Councilor Washington suggested the proposed resolution be carried over for further discussion and in Work Session.

Vote on Motion to Amend: Councilors McCaig and Morissette voted aye. Councilors McLain, Monroe, Washington, Kvistad and McFarland voted no.

The vote was 5 to 2 opposed and the motion failed.

Motion: Councilor Washington moved to send Resolution No. 95-2079 back to staff for revision. There was no second, and the motion died.

Vote on Main Motion: Councilors Monroe, Washington, Kvistad and McFarland voted aye. Councilors McLain, Morissette and McCaig voted no.

The vote was 4 to 3 in favor, and the motion passed.

6.3 Resolution No. 95-2077, For the Purpose of Authorizing the Auditor to Release a Request for Proposals (RFP) and Execute a Contract for Independent Audit Services

Ms. Dow presented the staff report, and said the proposed resolution would authorize the Auditor to release an RFP for independent audit services, noting the current contract was due to expire March 31, 1995.

In response to Councilor McCaig, Ms. Dow noted that in addition to the four reports required as detailed in the Proposed Scope of Work, a fifth report scheduled for before March 31, 1998 could likely be accomplished within the \$75,000 per year estimated cost.

Main Motion: Councilor McCaig moved to adopt Resolution No. 95-2077. Councilor Kvistad seconded the motion.

Mr. Carlson referenced his memorandum dated January 26, 1995 regarding possible amendments to the RFP. This document has been made a part of the permanent meeting record. He referenced page 83 of the agenda packet, page 5 of the RFP, and suggested a bullet heading stating General Revenue Bond Covenant Certification Letter be inserted at the bottom of the page followed by language to the effect, "After January 1, 1998 review Metro's method of determining department assessments under General Revenue Bond Covenants as required by Ordinance No. 91-439, Section 5.01(c) and provide a report of that review before March 1, 1998 including any recommendations for improvement."

Motion No. 1 to Amend: Councilor McCaig moved to amend Resolution No. 95-2077 with language as suggested by Council Staff. Councilor Kvistad seconded the motion.

Vote on Motion No. 1 to Amend: Councilors Monroe, Morissette, Washington, Kvistad, McCaig, McLain and McFarland voted aye.

Mr. Carlson referenced his memorandum dated January 24, 1995 regarding the proposed resolution and detailed a second amendment which was suggested. This document has been made a part of the permanent meeting record. In response to Councilor McCaig, Ms. Dow noted an extra piece of work had just been added with the passage of the amendment. Ms. Dow felt setting a maximum amount at \$237,000 would be appropriate.

Mr. Carlson suggested the RFP state the current budget had been set at \$65,000, thus encouraging respondents to validate reasons for increased costs over that figure.

Motion No. 2 to Amend: Councilor McCaig moved to amend Resolution No. 95-2077 to include language as follows:

“That the Metro Council hereby authorizes the Auditor to release a Request for Proposals (RFP) for Independent Audit Services in substantial compliance with the attached document. [and subsequently] The Metro Council authorizes the Auditor to execute a contract with the most advantageous proposer subject to the following conditions:

a) the contract Scope of Work is not materially different than the Scope of Work included in the RFP; and,

b) the total amount of the contract does not exceed \$237,000.”

Vote on Motion No. 2 to Amend: Councilors Morissette, Washington, Kvistad, McCaig, McLain, Monroe and McFarland voted aye.

The vote was unanimous and the motion passed.

Councilor McLain recommended continuing discussion regarding criteria and needs for the Office of the Auditor. Presiding Officer McFarland said she had given out questionnaires to the Councilors requesting input for Work Session discussions, and said she agreed the matter warranted further discussion. Councilor McCaig and Ms. Dow noted there were matters involved which were required by law.

Main Motion as Amended: Councilors Washington, Kvistad, McCaig, McLain, Monroe, Morissette and McFarland voted aye.

The vote was unanimous and the motion passed.

6.4 Resolution No. 95-2080A. For the Purpose of Accepting Nominees to the Metro Committee for Citizen Involvement (Metro CCI) (Action Requested: Motion to Adopt Resolution)

Councilor McLain presented the proposed resolution, and referenced a Staff Report by Judy Shioishi dated January 19, 1995 containing a proposed amendment, which would add Mr. Kenneth W. Buelt's name to the membership of the Metro Committee for Citizen Involvement (MCCI).

Councilor Kvistad commended the work of the MCCI, staff and Councilor McLain in reaching a good resolution.

Main Motion as Amended: Councilor McLain moved to adopt Resolution 95-2080A as amended.  
Councilor Kvistad seconded the motion.

Vote on Main Motion as Amended: Councilors Kvistad, McCaig, McLain, Monroe, Morissette,  
Washington and McFarland voted aye.

The vote was unanimous and the motion passed.

#### 7. COUNCILOR COMMUNICATIONS

Councilor Morissette commented the voters felt it was a time to try to find ways to deliver the services of this agency more affordably, and added he was pleased with the cooperation exhibited among the Councilors and staff to save money within the Metro budget. He said he was pleased with the outcome of Ordinance No. 95-574, and felt such matter should be referred to the voters. He added he would continue to be opposed to any future proposals for what he termed niche taxes.

Councilor McLain noted copies of information from the Neighboring City Grant meeting had been distributed to the Councilors, and that she would entertain any questions. She said she would provide information regarding the recent WARPAC meeting if requested, and said sewer and water providers were in attendance with representatives from the three counties. She said connections with the 2040 work were discussed, and said a special Task Force to meet monthly with Metro Staff had been set up.

Councilor Monroe said the action taken by the Council repealing the construction excise tax had the effect of denying the voters the right to vote on the tax.

Councilor Kvistad, liaison to the Friends of the Zoo, invited the Councilors to participate in a behind the scenes Zoo tour, date to be determined, either Wednesday or Friday. He noted that a tour of the light rail tunnel operation could also be arranged according to Andy Cotugno, Planning Director.

Councilor Washington noted seven visitors from the country of Bulgaria had toured Metro and had been given an overview of Metro's responsibilities. He said if any Councilors planned to visit Bulgaria in the future he would be able to put them in touch.

There being no further business, the meeting adjourned at 9:14 p.m.

Respectfully submitted,

Marilyn E. Geary-Symons  
Council Assistant

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**METRO**

DATE: February 9, 1995  
TO: Metro Council  
Interested Parties  
FROM: Marilyn Geary-Symons, Council Assistant  
RE: Minutes for January 31, 1995 Metro Council Work Session

The minutes for the January 31, 1995 Metro Council Work Session are not available for approval at this time.

They will be available for approval at the next Metro Council Regular meeting to be held February 16, 1995.

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