



Multnomah County Oregon

# Board of Commissioners & Agenda

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## BOARD OF COMMISSIONERS

### Bill Farver, Interim Chair

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-3308 FAX (503) 988-3093  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

### Pauline Anderson, Interim Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5220 FAX (503) 988-5440  
Email:  
[pauline.s.anderson@co.multnomah.or.us](mailto:pauline.s.anderson@co.multnomah.or.us)

### Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5219 FAX (503) 988-5440  
Email: [serena.m.cruz@co.multnomah.or.us](mailto:serena.m.cruz@co.multnomah.or.us)

### Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5217 FAX (503) 988-5262  
Email: [lisa.h.naito@co.multnomah.or.us](mailto:lisa.h.naito@co.multnomah.or.us)

### Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5213 FAX (503) 988-5262  
Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)

**ANY QUESTIONS? CALL BOARD  
CLERK DEB BOGSTAD @ (503) 988-3277**  
Email: [deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)

INDIVIDUALS WITH DISABILITIES PLEASE  
CALL THE BOARD CLERK AT (503) 988-3277,  
OR MULTNOMAH COUNTY TDD PHONE  
(503) 988-5040, FOR INFORMATION ON  
AVAILABLE SERVICES AND ACCESSIBILITY.

## APRIL 26, 2001

## BOARD MEETING

### FASTLOOK AGENDA ITEMS OF INTEREST

Pg. 3	9:30 a.m. Opportunity for Public. Comment on Non-Agenda Matters
Pg. 3	9:30 a.m. Overview of FY 2002 Executive Budget Highlights
Pg. 3	10:00 a.m. Resolution Requesting Increase in SSI to Federal Poverty Level
Pg. 3	10:15 a.m. Visitor Development Fund Services Agreement
Pg. 3	10:45 a.m. Global Warming Action Plan
Pg. 4	<b>Budget Deliberations Schedule</b>
*	<b>Board and Agenda Web Site:</b> <a href="http://www.co.multnomah.or.us/cc/index.html">http://www.co.multnomah.or.us/cc/index.html</a>

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30  
Friday, 11:00 PM, Channel 30  
Saturday, 10:00 AM, Channel 30  
(Saturday Playback for East County Only)  
Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community  
Television

Thursday, April 26, 2001 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM** **NON-DEPARTMENTAL**

- C-1 Reappointments of Bob Jones, Trel Anderson and Andree Tremoulet to the AFFORDABLE HOUSING REVIEW COMMITTEE
- C-2 Reappointment of J.C. Kizak to a Second Term on the CITIZEN INVOLVEMENT COMMITTEE Representing District 2
- C-3 Appointments of Heidi Milliken, Shaun Wardinsky and Vickie Hendricks to the MULTNOMAH COUNTY COMMUNITY HEALTH COUNCIL

### **DISTRICT ATTORNEY'S OFFICE**

- C-4 Renewal/Amendment 1 to Intergovernmental Agreement 4600001680 with the State Office for Services to Children and Families, Providing Funding for One Social Services Specialist and One Human Services Assistant on the New Family Involvement Team (Formerly Named the Triage Team) Regarding Child Abuse Multidisciplinary Intervention (CAMI) Cases
- C-5 Extension of Intergovernmental Revenue Agreement 0110991 with the Portland Police Bureau, Providing Funding for One Deputy District Attorney to Participate in a Domestic Violence Intervention Team Responding to Domestic Violence Calls

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-6 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

### **DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

- C-7 RESOLUTION Authorizing Amendment to Intergovernmental Agreement with the City of Troutdale for Option to Purchase Real Estate

**REGULAR AGENDA - 9:30 AM**  
**PUBLIC COMMENT - 9:30 AM**

Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

**NON-DEPARTMENTAL - 9:30 AM**

- R-1 Overview of FY 2002 Executive Budget Highlights Presented by Interim Chair Bill Farver. 30 MINUTES REQUESTED.
- R-2 RESOLUTION Requesting an Increase in Supplemental Security Income (SSI) to the Federal Poverty Level
- R-3 Intergovernmental Agreement 0111042 with the Visitor Development Fund, Inc., METRO, and the City of Portland, Implementing the September 14, 1999 Memorandum of Understanding by Creating a Nonprofit Entity Whose Purpose it is to Administer the Expenditure of Certain Revenues Realized from Increasing the County Transient Lodging Tax and Vehicle Rental Tax to Promote Visitor Development

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 10:30 AM**

- R-4 NOTICE OF INTENT to Apply for a State Office of Alcohol and Drug Abuse Program Grant to Fund Projects Reducing Underage Drinking and Related Problems through Enhanced Law Enforcement and Regulation Efforts

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT - 10:35 AM**

- R-5 PUBLIC HEARING and Consideration of a RESOLUTION Authorizing Vacation of a Portion of SE 172nd Avenue
- R-6 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Multnomah County Code Chapter 3, Administration, to Establish a Sustainable Development Commission
- R-7 RESOLUTION Approving Adoption of a Joint City of Portland and Multnomah County Local Action Plan on Global Warming to Promote a Sustainable Future by Reducing Total Multnomah County Emissions of Greenhouse Gases by Ten Percent from 1990 Levels by 2010

**2001-2002 Multnomah County Budget Deliberations Schedule**  
**\*All sessions to be in held in the Multnomah Building,**  
**Commissioners Boardroom 100, 501 SE Hawthorne**  
**Boulevard, except as noted\***

Thur, April 26, 2001	9:30 to noon	Executive Budget Overview Presentation to Board and Regular Board Meeting
Tue, May 1, 2001	9:00 to 3:00 p.m.	Board Budget Work Session on Issues, Multnomah Building, Commissioners Conference Room 635, 501 SE Hawthorne
Thur, May 3, 2001	9:30 to noon	Executive Budget Message and Board Approval of Budget for Transmission to Tax Supervising and Conservation Commission, Regular Board Meeting
Tue, May 8, 2001	9:30 to noon	<b>Central Citizen Budget Advisory Committee Report &amp; Department of Library Services Budget Hearing</b>
Tue, May 8, 2001	1:30 to 4:00 p.m.	<b>Department of Sustainable Community Development Budget Hearing</b>
Wed, May 9, 2001	9:30 to noon	<b>Department of Support Services Budget Hearing</b>
Wed, May 9, 2001	1:30 to 4:00 p.m.	<b>Non-Departmental and Special Service Districts Budget Hearings</b>

**2001-2002 Multnomah County Budget Deliberations Schedule**  
**\*All sessions to be in held in the Multnomah Building,**  
**Commissioners Boardroom 100, 501 SE Hawthorne**  
**Boulevard, except as noted\***

- |                     |                          |  |
|---------------------|--------------------------|--|
| *Thur, May 10, 2001 | <b>6:00 to 8:00 p.m.</b> | <b>Public Hearing and Testimony on the Multnomah County Budget, Midland Branch Library, 805 SE 122nd Avenue, Portland</b>          |
| Tue, May 15, 2001   | 9:30 to noon             | Public Affairs Office Legislative Update discussion, followed by <b>Department of Aging and Disability Services Budget Hearing</b> |
| Tue, May 15, 2001   | 1:30 to 4:00 p.m.        | <b>Capital Program Budget Hearing and Mental Health System Briefing</b>  |
| Wed, May 16, 2001   | 9:30 to noon             | <b>Health Department Budget Hearing</b>  |
| Wed, May 16, 2001   | 1:30 to 4:00 p.m.        | <b>Department of Community and Family Services Budget Hearing</b>  |
| *Thur, May 17, 2001 | <b>6:00 to 8:00 p.m.</b> | <b>Public Hearing and Testimony on the Multnomah County Budget, North Portland Branch Library, 512 N Killingsworth, Portland</b>   |
| Tue, May 22, 2001   | 9:30 to noon             | <b>District Attorney's Office Budget Hearing</b>   |
| Tue, May 22, 2001   | 1:30 to 4:00 p.m.        | <b>Department of Juvenile and Adult Community Justice Budget Hearing</b>   |
| Wed, May 23, 2001   | 9:30 to noon             | <b>Sheriff's Office Budget Hearing</b>   |

**2001-2002 Multnomah County Budget Deliberations Schedule**  
**\*All sessions to be in held in the Multnomah Building,**  
**Commissioners Boardroom 100, 501 SE Hawthorne**  
**Boulevard, except as noted\***

*Wed, May 23, 2001	6:00 to 8:00 p.m.	<b>Public Hearing and Testimony on the Multnomah County Budget, Gresham Branch Library, 385 NW Miller, Gresham</b>
Tue, May 29, 2001	9:30 to noon	Discussion, Follow-up Info, Review Budget Amendments Work Session
Tue, May 29, 2001	1:30 to 4:00 p.m.	Discussion, Follow-up Info, Review Budget Amendments Work Session
Wed, May 30, 2001	9:30 to noon	Discussion, Follow-up Info, Review Budget Amendments Work Session
Wed, May 30, 2001	1:30 to 4:00 p.m.	Discussion, Follow-up Info, Review Budget Amendments Work Session
Tue, June 5, 2001	9:30 to noon	Discussion, Follow-up Info, Review Budget Amendments Work Session
Tue, June 5, 2001	1:30 to 4:00 p.m.	Discussion, Follow-up Info, Review Budget Amendments Work Session
Wed, June 6, 2001	9:30 to noon	Discussion, Follow-up Info, Review Budget Amendments Work Session
Thur, June 7, 2001	1:30 to 3:00 p.m.	<b>Tax Supervising and Conservation Commission Public Hearing and Testimony on Multnomah County Budget (quorum of BCC to attend)</b>

**2001-2002 Multnomah County Budget Deliberations Schedule**  
**\*All sessions to be in held in the Multnomah Building,  
Commissioners Boardroom 100, 501 SE Hawthorne  
Boulevard, except as noted\***

Thur, June 7, 2001            **6:00 to 8:00 p.m. Public Hearing and Testimony on  
the Multnomah County Budget**

Thur, June 14, 2001        **9:30 to noon        Public Hearing and Testimony and  
Adoption of Budget and  
Amendments and Regular Board  
Meeting**

## **UNANIMOUS CONSENT ITEM**

**AT THE REQUEST OF CHAIR FARVER  
COMMISSIONER \_\_\_\_\_ MOVES  
COMMISSIONER \_\_\_\_\_ SECONDS  
CONSIDERATION OF A UNANIMOUS CONSENT  
ITEM  
ALL IN FAVOR, VOTE AYE, OPPOSED \_\_\_\_ ?**

### **NON-DEPARTMENTAL - 11:15 AM**

UC-1 RESOLUTION: Recommendation to the Governor of Oregon and the 71st Oregon Legislative Assembly Supporting Proposed District Attorney Funding

**COMMISSIONER \_\_\_\_\_ MOVES  
COMMISSIONER \_\_\_\_\_ SECONDS  
APPROVAL OF UC-1  
COMMISSIONER NAITO EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS  
OPPORTUNITY FOR PUBLIC TESTIMONY  
OPPORTUNITY FOR BOARD COMMENTS  
ALL IN FAVOR, VOTE AYE, OPPOSED \_\_\_\_ ?  
THE RESOLUTION IS APPROVED**







MEETING DATE: 4/26/01  
AGENDA NO: C-4  
ESTIMATED START TIME: 9:30  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Renewal of Intergovernmental Agreement between the District Attorney Office and Services to Children and Families to provide funding for one social services specialist and one human services assistant on the new Family Involvement Team formerly named the Triage Team relative to CAMI cases.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 4/26/01  
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice  
CONTACT: Kathy Graham TELEPHONE #: 988-5330  
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (Consent Calendar item)

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Renewal of Intergovernmental Agreement between the District Attorney Office and Services to Children and Families to provide funding for one social services specialist and one human services assistant on the new Family Involvement Team formerly named the Triage Team relative to CAMI cases.

04/30/01 ORIGINALS TO KATHY GRAHAM  
SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael S. [Signature] 04-11-01  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
01 APR 18 AM 8:47

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
[Deborah.I.bogstad@co.multnomah.or.us](mailto:Deborah.I.bogstad@co.multnomah.or.us)

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached Contract #: 4600001680  
Amendment #: 1

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>          AGENDA # <u>C-4</u> DATE <u>04/26/01</u>          DEB BOGSTAD, BOARD CLERK</p>
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Department: Nondepartmental Division: District Attorney Office Date: 4/11/01  
 Originator: Scott Marcy Phone: 988-3863 Bldg/Rm: 101/600  
 Contact: Kathy Graham Phone: 988-5330 Bldg/Rm: 101/600

Description of Contract: Intergovernmental Agreement between the District Attorney Office and the State of Oregon Services to Children and Families to provide funding for one social services specialist and one human services assistant on the new Family Involvement Team formerly named the Triage Team relative to CAMI cases.

RENEWAL:  PREVIOUS CONTRACT #(S): 4600001680 and 0110865  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>SCF/CAMI Contracts</u> Address <u>500 Summer St. NE, HRB003</u> <u>Salem, OR 97301</u> Phone <u>(503)-945-6692</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <u>Quarterly</u> <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>20,913</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Employer ID# or SS# _____ Effective Date <u>07/01/2001</u> Termination Date <u>06/30/2002</u> Original Contract Amount \$ <u>66,000</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ <u>83,652</u> Total Amount of Agreement \$ <u>149,652</u>	

**REQUIRED SIGNATURES:**

Department Manager [Signature] DATE 04-11-01  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel [Signature] DATE 4-16-01  
 County Chair [Signature] DATE 04-26-01  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

**INTERGOVERNMENTAL AGREEMENT**  
**Contract No. 4600001680**  
**Amendment 1**

This is an Agreement between the County of Multnomah, through its Multnomah County District Attorney Office (MCDA), and the State of Oregon, State Office for Services to Children and Families, (SOSCF) pursuant to authority granted in ORS Chapter 190.

**PURPOSE:**

The purpose of this agreement is to provide funding for one full time social services specialist and one full time human service assistant on the Family Involvement Team, formerly named the Triage Team, to be housed at the Multnomah County Juvenile Court. The goal is to rapidly provide drug and alcohol and related case management services to appropriate families involved in Dependency Court proceedings and who come under the new ASFA guidelines.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2001 to June 30, 2002.
2. **RESPONSIBILITIES OF THE STATE OF OREGON, STATE OFFICE FOR SERVICES TO CHILDREN AND FAMILIES.** The SOSCF agrees to provide a social services specialist and a human service assistant, as defined in Attachment A, and by this reference incorporated into this Agreement, and will coordinate the activities of the Family Involvement Team.
3. **RESPONSIBILITIES OF THE MULTNOMAH COUNTY DISTRICT ATTORNEY OFFICE.** The MCDA agrees to reimburse SOSCF for the costs of the social services worker and for the human service assistant from the CAMI funds passed through the MCDA's Office.
4. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.160 through 30.300, MCDA shall indemnify, defend and hold harmless SOSCF from and against all liability, loss and costs arising out of or resulting from the acts of MCDA, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.160 through 30.300 SOSCF shall indemnify, defend and hold harmless MCDA from and against all liability, loss and costs arising out of or resulting from the acts of SOSCF, its officers, employees and agents in the performance of this agreement.
5. **INSURANCE** Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be responsible for showing proof of any other insurance coverage.
6. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement in accordance with the provisions of the laws of the State of Oregon.
7. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
8. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other party which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

9. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

10. **THIS AGREEMENT CONSISTS OF THE FOLLOWING DOCUMENTS:**

The following documents constitute the entire Agreement between the parties, and by this reference are incorporated herein and made a part hereof.

- A. This Agreement
- B. Exhibit I
- C. Attachment A

11. This Agreement may be modified or amended only by the written agreement signed by all parties.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Bill Farver  
Bill Farver, Interim County Chair

Date: April 26, 2001

DISTRICT ATTORNEY OFFICE  
MULTNOMAH COUNTY, OREGON

By Michael D. Schrunk  
MICHAEL D. SCHRUNK  
District Attorney

Date: 04-11-01

Reviewed:  
THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Sandra Duffy  
Assistant County Attorney

Date: 4.16.01

SERVICES TO CHILDREN AND FAMILIES  
STATE OF OREGON

\_\_\_\_\_  
SCF Contracts Administrator

Date: \_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 04/26/01  
DEB BOGSTAD, BOARD CLERK

**EXHIBIT 1**  
**MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT**  
Contract No. 4600001680  
**Amendment 1**  
**STATEMENT OF WORK, COMPENSATION,**  
**PAYMENT and RENEWAL TERMS**

**1. SOSCF shall perform the following work:**

See Attachment A.

**2. The maximum payment under this agreement, including expenses, is \$83,652.**

**3. County shall pay SOSCF on the following basis:**

County shall pay SOSCF quarterly as billed.

**4. SOSCF will bill County for the work as follows:\*\***

The State Office for Services to Children and Families shall submit invoices on a quarterly basis as follows:

July 1, 2001 – September 30, 2001	By 10/21/01
October 1, 2001 – December 31, 2001	Estimate by 12/31/01
	By 1/20/02
January 1, 2002 – March 31, 2002	By 4/22/02
April 1, 2002 – June 30, 2002	Estimate by 7/1/02
	By 7/22/02

**5. This agreement may be renewed on the following basis:**

Per CAMI grant.

**\*\*County shall have the right to withhold from payments due SOSCF such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from SOSCF's failure to perform in accordance with the terms of the Agreement or failure to make proper payment to suppliers or subcontractors.**

**FAMILY INVOLVEMENT TEAM  
CAMI APPLICATION  
MARCH 2001**

Multnomah County

1. Identify or describe the service or activity being funded by CAMI.

This request for funding is to continue the successful SCF TRIAGE TEAM project. The name has been changed to the FAMILY INVOLVEMENT TEAM at the request of a parent group. The goal is to rapidly provide drug and alcohol and related case management services to appropriate families involved in Dependency Court proceedings and who come under the new ASFA guidelines.

CAMI funds a full time SCF caseworker who is stationed at the Juvenile Court. Multnomah County Office of Addiction Services funds a full time A&D/mental health clinical specialist, also housed at the Juvenile Court. Further, the County funds six case managers and three family therapists located at six inpatient drug and alcohol treatment programs in Multnomah County. Also, there are eight in-patient beds funded for FIT clients and their children. There are plans to partner with HAP to bring drug and alcohol free housing on-line for FIT clients.

When a family with drug/alcohol issues on their dependency petition appears at a preliminary hearing, they are offered the services of the FIT team. There is a cross check to see if the FST is already involved or if they should receive a referral. Since this is a voluntary program, we provided considerable outreach to the judicial officers, defense bar, district attorney's office, CASA's and others about the benefits of having their clients agree to FIT services prior to adjudication of the petition. We have met with considerable success and many families are engaging in services in a matter of a few days from the first preliminary hearing. Enclosed are monthly reports from the start of the program in November, 2000.

2. Why is this being provided? How does it fit with your team's overall CAMI plan and with the Optimal Plan?

Part of the Optimal Plan calls for coordination of services to children and families and to ensure child safety. This project involves extensive coordination between SCF, drug and alcohol treatment providers, Multnomah County Office of Addiction Services, the Judicial Department, AFS, the Volunteers of America, defense bar members, and others. With the advent of ASFA, there is an increased need for all entities involved to assist families to access services as soon as possible in order for them to have a greater degree of opportunity to achieve reunification with their children. The FIT team attends the preliminary hearing and offers services during the first or second preliminary hearing. Services are extensive and comprehensive, including transportation to appointments, screening for appropriate A&D services. The Judicial Officer is

involved in the process and helps to ensure the service plans contain elements to address the safety needs of the child(ren).

3. What were the results of providing this service last year? What was accomplished to meet the goals of your team's overall CAMI plan? What barriers were there to meeting your goal.

The FIT project did not get off the ground immediately. There were some difficulties in the hiring processes and in the completion of some of the contracts. All those issues have been resolved and the program is up and running as of November 1, 2000. Enclosed please find monthly reports showing the exact services and time frames. Families are accessing services rapidly and the results so far show they are making good use of the inpatient and outpatient A&D services offered.

The Policy Group is the oversight group and is well attended and functions smoothly. A referee is a regular participant, as are one or two members of the defense bar. We have been able to address a great number of issues in a timely manner and with good results.

**ADDENDUM:** During the Policy Group meeting on March 15, 2001 there was discussion about children receiving visits within 24 hours of the Preliminary hearing. One of the goals of the project, and continually stressed by the judiciary, is to provide visits as soon as possible; preferably within 24 hours. In practice, we have not been able to achieve this goal. The statistics show there are visits taking place with 48 hours in many of the cases. In reality, there is an error in the data collection which will be corrected in future reports. Children returned home or placed with a parent in an in-patient program are being counted in the 1-2 day visit times frames. They should be removed from that count. In reality we are not providing visits in a timely fashion. The Volunteers of America aides who transport adults for the FIT program cannot transport children. The HSA's (Human Service Assistants), who are SCF employees and stationed in the branch offices, do not have much flexibility in their schedules due to heavy workload demands. The caseworkers are often not able to schedule visits for several days or even for a couple of weeks. As a result, we wish to apply through CAMI for funding for a full time HSA to be stationed with the team at the Court or in the unit which provides the direct supervision for the FIT worker. The job duties would be to provide therapeutic visits for the children within 24 hours. The job would not be limited to a single visit per case, but rather to establish a visitation plan in compliance with the overall service plan developed with the family. A goal would be to engage the caseworker in the visit whenever possible. This would be accomplished by bringing the child and parent together in a setting close to the branch where the worker is so there can be an opportunity for the worker to engage with the family.

4. What specific outcomes will you measure to demonstrate that this service is benefitting children and families?

A number of indicators have been selected and are tracked each month. They are found on the monthly reports (enclosed). Also, a Robert Wood Johnson Foundation grant was secured by the Northwest Research Labs in conjunction with Portland State University. The grant is looking at the effects of ASFA on drug and alcohol impacted families. It is a multi-year research grant. The research team is assisting FIT with research and data analysis and will prove to be very

valuable to the overall assessment of the FIT program.

5. Who will provide the service?

Please refer to the complete program design documents submitted with last years application.

Submitted by  
Rob Abrams, MSW  
Assistant Administrator  
Metro Region SCF

MEETING DATE: 4/26/01  
AGENDA NO: C-5  
ESTIMATED START TIME: 9:30  
LOCATION: BOARDROOM 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Extension of Intergovernmental Agreement between the District Attorney Office and the Portland Police Bureau to fund one deputy district attorney to participate in a Domestic Violence Intervention Team to respond to calls related to Domestic Violence.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 4/26/01  
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice  
CONTACT: Kathy Graham TELEPHONE #: 988-5330  
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (Consent Calendar item)

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Extension of Intergovernmental Agreement between the District Attorney Office and the Portland Police Bureau to fund one deputy district attorney to participate in a Domestic Violence Intervention Team to respond to calls related to Domestic Violence.

04/30/01 ORIGINALS TO KATHY GRAHAM

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature] 04-11-01  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

01 APR 18 AM 10:47  
MULTNOMAH COUNTY  
OREGON  
COUNTY CLERK'S OFFICE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
Deborah.l.bogstad@co.multnomah.or.us

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0110991

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached

Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue  <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-5</u> DATE <u>04/26/01</u>                      DEB BOGSTAD, BOARD CLERK</p>

Department: Nondepartmental Division: District Attorney Office Date: 04/11/01  
 Originator: Scott Marcy Phone: 988-3863 Bldg/Rm: 101/600  
 Contact: Kathy Graham Phone: 988-5330 Bldg/Rm: 101/600

Description of Contract: Extension of Intergovernmental Agreement between the Portland Police Bureau and the District Attorney Office funding one deputy district attorney to participate in a Domestic Violence Intervention Team to respond to calls related to Domestic Violence.

RENEWAL:  PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>Portland Police Bureau</u> Address <u>1111 SW 2nd Avenue, 12th Floor</u> <u>Portland, OR 97204</u>	Remittance address _____ (if different) _____
Phone <u>823-0032</u> Employer ID# or SS# _____ Effective Date <u>04/01/2001</u> Termination Date <u>08/31/2001</u>	Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other _____
Original Contract Amount \$ <u>133,651</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>133,651</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES:**

Department Manager [Signature] DATE 04-11-01  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel [Signature] DATE 4.16.01  
 County Chair [Signature] DATE 04.26.01  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

Multnomah County/City of Portland  
AMENDMENT NO. 1  
INTERGOVERNMENTAL AGREEMENT NO. 51398/0110991

The parties agree to revise Intergovernmental Agreement No. 51398 between the City of Portland Police Bureau and Multnomah County District Attorney's Office as follows:

1. The term of Intergovernmental Agreement No. 51398/Multnomah County Contract No. 0110991 shall be extended from April 1, 2001 to August 31, 2001.
2. All other terms and conditions of the contract shall remain the same.

APPROVED:

CITY OF PORTLAND

By: \_\_\_\_\_  
Name: VERA KATZ  
Title: MAYOR  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: GARY BLACKBURN  
Title: AUDITOR  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

Date: \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

By: Michael D. Schrunk  
Name: Michael D. Schrunk  
Title: District Attorney  
Date: 04-11-01

By: Bill Farver  
Name: Bill Farver, Interim County Chair  
Title: \_\_\_\_\_  
Date: April 26, 2001

APPROVED AS TO FORM:

Sandra Duff  
County Counsel

Date: 4-16-01

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 04/30/01  
DEB BOGSTAD, BOARD CLERK

MEETING DATE: April 26, 2001  
AGENDA NO: C-6  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Director Custody Holds per ORS 426.215

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, April 26, 2001  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DCFS DIVISION: Behavioral Health

CONTACT: Ginnie Churchill TELEPHONE #: (503) 988-5464, ext 24050  
BLDG/ROOM #: 166/6

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

*04/30/01 copies to Ginnie Churchill*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
BEHAVIORAL HEALTH DIVISION  
421 SW SIXTH, SUITE 600  
PORTLAND, OREGON 97204  
(503) 988-5464 FAX (503) 988-3926  
TDD (503) 988-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

## SUPPLEMENTAL STAFF REPORT

**To:** Board of County Commissioners  
**From:** Janice Gratton, Sr. Manager, BHD  
Ginnie Churchill, Senior PDS  
**Date:** 4/16/01  
**Date of Agenda Placement:**  
**Re:** Authorizing designees of the Mental Health Program  
Director to direct a peace officer to take an allegedly  
mentally ill person into custody.

1. Recommendation/Action Requested:  
Authorize additional individuals to direct peace officers to take an allegedly mentally ill person into custody.
2. Background/Analysis:  
Outpatient mental health agencies depend upon certain staff having the ability to assess clients for a Director Designee Custody. This certification allows the designee to direct the police to take into custody any individual with mental health issues who is judged dangerous to self or others. Police then transport the individual to a treatment center (Crisis Triage Center or emergency room). As agencies experience staffing turnovers, new staff need to be trained and authorized.
3. Financial Impact:  
None
4. Legal Issues:  
In accordance with ORS 426.215
5. Controversial Issues:  
Not aware of any controversial issues.
6. Link to Current County Policies:  
Authorizing mental health staff to perform this function promotes public safety.
7. Citizen Participation:  
N/A
8. Other Government Participation:  
N/A



**Department of Community and Family Services**  
**MULTNOMAH COUNTY OREGON**

**Behavioral Health Division**  
421 SW Sixth Avenue, Suite 600  
Portland, Oregon 97204-1618  
(503) 988-5464 phone  
(503) 988-3926 fax  
(503) 988-3598 TDD

**SUPPLEMENTAL STAFF REPORT**

**To:** Board of County Commissioners  
**From:** Janice Gratton, Sr. Manager, BHD  
Ginnie Churchill, Senior PDS  
**Date:** 4/16/01  
**Date of Agenda Placement:**  
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3. Financial Impact:  
None
4. Legal Issues:  
In accordance with ORS 426.215
5. Controversial Issues:  
Not aware of any controversial issues.
6. Link to Current County Policies:  
Authorizing mental health staff to perform this function promotes public safety.
7. Citizen Participation:  
N/A
8. Other Government Participation:  
N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. \_\_\_\_\_

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

**The Multnomah County Board of Commissioners Finds:**

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

**The Multnomah County Board of Commissioners Orders:**

1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

Mary McGowan	Nichole Appleton	Rebecca Rainey	Michael Williams
Susan Zaragoza	Chris Arthur	Jon Michelitch	Timothy Connor
Sheila Redman	Patricia Lee	Bob Vandiver	Kellie Mulkey
Lori Stone	Amy Tucker	Mimi Harmer	Sheila Fuery
Ruthie Hart	Kelsie Marea	Heather Wilson	Vicki Wolff
Bill Soles	Whitney Preece	Brad Pharo	Ethel Bailey
Joan Stein	Kathy Parrett	Linda Frahm	Irene Holland
Marilyn Sims	Rebecca Fuller	Millie Sampson	

ADOPTED this \_\_\_\_\_ day of April, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens, Assistant County Attorney

1 Custody Hold Order

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDER NO. 01-048**

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

**The Multnomah County Board of Commissioners Finds:**

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

**The Multnomah County Board of Commissioners Orders:**

- 1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.

2. Added to the list of designees are:

Mary McGowan	Nichole Appleton	Rebecca Rainey	Michael Williams
Susan Zaragoza	Chris Arthur	Jon Michelitch	Timothy Connor
Sheila Redman	Patricia Lee	Bob Vandiver	Kellie Mulkey
Lori Stone	Amy Tucker	Mimi Harmer	Sheila Fuery
Ruthie Hart	Kelsie Marea	Heather Wilson	Vicki Wolff
Bill Soles	Whitney Preece	Brad Pharo	Ethel Bailey
Joan Stein	Kathy Parrett	Linda Frahm	Irene Holland
Marilyn Sims	Rebecca Fuller	Millie Sampson	

ADOPTED this 26th day of April, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Bill Farver*

Bill Farver, Interim Chair

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

*Katie Gaetjens*  
Katie Gaetjens, Assistant County Attorney

MEETING DATE: APR 26 2001  
AGENDA NO: C-7  
ESTIMATED START TIME: 9:30  
LOCATION: BOARD ROOM 100

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: **AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL PROPERTY.**

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested April 26, 2001  
Amount of Time Needed: 2 minutes

DEPARTMENT: DSCD DIVISION: Facilities & Property Mgmt

CONTACT: Bob Oberst TELEPHONE #: (503) 988-3851  
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

**ACTION REQUESTED:**

{ } INFORMATION ONLY    { } POLICY DIRECTION    {X} APPROVAL    { } OTHER

Resolution Authorizing Amendment to Intergovernmental Agreement with the City of Troutdale for Option to Purchase Real Estate

Attached documents: **Supplemental Staff Report, Resolution, Contract Approval Form (approved for original agreement), AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE.**

*04/30/01 ORIGINAL IGA & COPIES OF ALL TO BOB OBERST*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *Robert Oberst* *Mel Bell*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email [deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)

01 APR 17 11:12:39  
MULTNOMAH COUNTY  
CLERK OF BOARD  
CLERK OF BOARD



Department of Sustainable Community Development

**MULTNOMAH COUNTY**

Facilities and Property Management

2505 S.E. 11th Avenue, 3rd Floor

Portland, Oregon 97202

(503) 988-3322 phone

(503) 988-5082 fax

**SUPPLEMENTAL STAFF REPORT**

**Date:** April 17, 2001  
**To:** Board of County Commissioners  
**From:** Robert Oberst, Property Management Supervisor  
**Requested placement date:** April 26, 2001  
**Reference:** FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE

**I. Recommendation/Action Requested:** Board of County Commissioners' Resolution approving FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE and authorizing and directing Interim Chair to execute said FIRST AMENDMENT and authorizing Interim Chair and future County Chair to excuse any obligation of the City of Troutdale to pay \$10,000 for extension of option term.

**II. Background Analysis:** Multnomah County and the City of Troutdale entered an intergovernmental agreement on January 27, 2000 providing a one-year option to the City for purchase of certain land on the County Farm property in Troutdale as described in the intergovernmental agreement. The intergovernmental agreement further provided that the City may extend the option term for a maximum of four successive periods of three months each, upon payment of \$10,000 for each such extension. The initial term of the option expired January 27, 2001 and the City extended the term for three months and paid the sum of \$10,000 to the County for such extension.

The development of the option land, which had been proposed to the City, became unfeasible primarily as a result of the extent of wetlands discovered to exist on the land. The City wishes to further extend the option term in order to negotiate a feasible development of the land and exercise its option to purchase.

The City lacks sufficient funds to pay the option extension price without compromising other City obligations (see attached letter from City's attorney, Timothy J. Sercombe) and requests that the intergovernmental agreement be amended to allow the County to waive the payment of \$10,000 for an extension of the option..

**III. Financial Impact:** A maximum of three option extensions remains under the intergovernmental agreement. If the City were to exercise these under the agreement without payment, County revenue under the option would be reduced by a maximum of \$30,000. If the City did not exercise these, there would be no effect upon revenue.

**IV. Legal Issues:** None.

**V. Controversial Issues:** None.

**VI. Link to Current County Policies:** None.

**VII. Citizen Participation:** None.

**VIII. Other Government Participation:** City of Troutdale is negotiating for development of the option land in accordance with its comprehensive plan for development of the area.

April 11, 2001

**VIA HAND DELIVERY**

Robert Oberst  
Property Manager  
Multnomah County  
2505 SE 11th Ave.  
Portland, OR 97202

Thomas Sponsler, Esq.  
County Counsel  
Multnomah County  
1120 SW Fifth Ave., Suite 1530  
Portland, OR 97204

Re: *Extending Term of Option Agreement for County Farm Property*

Dear Mr. Oberst and Mr. Sponsler:

The City of Troutdale seeks to modify the January 27, 2000 Intergovernmental Agreement for Option to Purchase Real Estate (the "Option Agreement") between the City and Multnomah County. The City seeks to extend the duration of the Option Agreement for an additional three months without paying the option extension price under the Agreement. During this period, the City will seek to complete work on the purchase and development of the property. The County has already been paid \$35,000 for the initial option price and \$10,000 for an extension of the option period to April 28, 2001.

The City seeks this extension because questions have arisen about the developability of the property. We have recently discovered or become better aware of floodplain, environmental and land use restrictions for the property that affect development of the 42 acre south parcel. These constraints have caused our partner, McMenamins, to rescale and limit its proposed development. McMenamins now wishes to construct only an events pavilion/conference center on the site. This proposed use is greatly desired by the City. It may have value for the County as well. The City is negotiating with McMenamins on a public/private partnership to develop the property for these uses. The City is investigating urban renewal and other financing alternatives for the project.

We expect to either exercise the option or seek modifications to the intergovernmental agreement following these negotiations and investigations. The City lacks sufficient funds to

April 11, 2001

Page 2

pay an additional \$10,000 to extend the option agreement for an additional three months. We therefore respectfully request that this extension cost be forgiven by the County so that the City can complete negotiations with McMenamins and it can then conclude any actions under the Option Agreement.

If this is acceptable to the Board of Commissioners, we ask that paragraph 2.1 of the Option Agreement be revised to add the following boldfaced language:

2.1 Term. The term of the Option (the "Term") shall commence on the date of this Agreement and shall continue for one year from the date hereof, unless extended as provided herein. The term of this Option may be extended beyond the initial term for successive periods of three months each, not to exceed four such extensions, at the election of Optionee and upon payment to Owner of the amount of \$10,000 for each such extension. **Owner, in its sole discretion, may excuse the obligation to pay \$10,000 for an extension of the Option upon a showing of good cause.**

If the change is made, the City requests that the Board excuse the obligation to pay \$10,000 for an extension of the Option from April 27, 2001 to July 27, 2001 and that an extension of the Option to July 27, 2001 be allowed. The good cause justifying waiving the payment is that the City lacks sufficient funds to pay the option extension price without compromising other obligations and the development of the property is being recast given recently discovered constraints.

We would appreciate it if you would review our proposal for any technical concerns, and if it is technically sufficient, place it on a Board agenda for action prior to April 27, 2001. Thank you for your consideration of this request. Please let me know if you have questions or concerns.

Very truly yours,

PRESTON GATES & ELLIS LLP

By

  
Timothy J. Sercombe

TJS:tjs

cc: Erik Kvarsten  
Paul Thalsofer  
Steve Abel

K:\32054\00201\TJS\TJS\_L20SV

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0010867

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached

Amendment #: \_\_\_\_\_

### CLASS I

- Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)
- Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)
- Intergovernmental Agreement (IGA) not to exceed \$50,000
  - Expenditure
  - Revenue
- Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)

### CLASS II

- Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement
- Construction
- Grant
- Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)

### CLASS III

- Intergovernmental Agreement (IGA) that exceeds \$50,000
  - Expenditure
  - Revenue

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
 AGENDA # R-3 DATE 12/2/99  
**DEB BOGSTAD**  
 BOARD CLERK

Department: Environmental Services Division: Facilities & Property Mgmt Date: 11-23-99  
 Originator: Bob Oberst Phone: 988-3851 Bldg/Rm: 421/3rd  
 Contact: Bob Oberst Phone: 988-3851 Bldg/Rm: 421/3rd

Description of Contract: Intergovernmental Agreement For Option To Purchase Real Estate

RENEWAL:  PREVIOUS CONTRACT #(S): \_\_\_\_\_

RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_

EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_

CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor City of Troutdale Remittance address \_\_\_\_\_  
 Address 104 SE Kibling (If different) \_\_\_\_\_  
Troutdale OR 97060-2099

Phone 503-665-5175

Employer ID# or SS# \_\_\_\_\_

Effective Date Upon execution 1-27-00

Termination Date Two years from execution 1-27-02

Original Contract Amount \$ \$3,713,000

Total Amt of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \$3,713,000

Payment Schedule / Terms

- Lump Sum \$ \_\_\_\_\_  Due on Receipt
- Monthly \$ \_\_\_\_\_  Net 30
- Other \$ \_\_\_\_\_  Other

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber  Yes  No

**REQUIRED SIGNATURES:**

Department Manager [Signature] DATE 11/23/99

Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_

(Class II Contracts Only) County Counsel [Signature] DATE 11/23/99

County Chair [Signature] DATE December 2, 1999

Sheriff \_\_\_\_\_ DATE \_\_\_\_\_

Contract Administration [Signature] DATE 1-28-00

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

NO INSURANCE REQUIREMENTS.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Amendment to Intergovernmental Agreement with the City of Troutdale for Option to Purchase Real Estate

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County granted an option to the City of Troutdale for purchase of certain real property as described in said INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE dated January 27, 2000.
- b) The initial term of said option expired January 27, 2001 with the City of Troutdale having the right to extend the term for four successive periods of three months each upon payment of \$10,000 for each such extension.
- c) The City of Troutdale exercised the first of such extension and paid the sum of \$10,000 for such extension.
- d) The City wishes to further extend the option but lacks sufficient funds to pay the extension price without compromising other obligations and requests that the option be amended to permit Multnomah County to excuse the obligation to pay \$10,000 for such extension upon showing of good cause.
- e) The City has shown good cause for excuse of the obligation to pay \$10,000 for extension of the term of the January 27, 2000 INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE.

**The Multnomah County Board of Commissioners Resolves:**

1. The Interim Chair is hereby authorized and directed to execute the FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE before the Board this date and any other documents required for performance thereof.
2. The Interim Chair, and the future County Chair, is hereby authorized to excuse any obligation of the City of Troutdale to pay \$10,000 for extension of the option term on behalf of Multnomah County as Owner in said intergovernmental agreement.

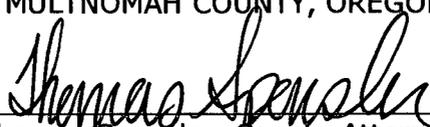
ADOPTED this 26th day of April, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-049**

Authorizing Amendment to Intergovernmental Agreement with the City of Troutdale for Option to Purchase Real Estate

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County granted an option to the City of Troutdale for purchase of certain real property as described in said INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE dated January 27, 2000.
- b) The initial term of said option expired January 27, 2001 with the City of Troutdale having the right to extend the term for four successive periods of three months each upon payment of \$10,000 for each such extension.
- c) The City of Troutdale exercised the first of such extension and paid the sum of \$10,000 for such extension.
- d) The City wishes to further extend the option but lacks sufficient funds to pay the extension price without compromising other obligations and requests that the option be amended to permit Multnomah County to excuse the obligation to pay \$10,000 for such extension upon showing of good cause.
- e) The City has shown good cause for excuse of the obligation to pay \$10,000 for extension of the term of the January 27, 2000 INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE.

**The Multnomah County Board of Commissioners Resolves:**

1. The Interim Chair is hereby authorized and directed to execute the FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE before the Board this date and any other documents required for performance thereof.
2. The Interim Chair, and the future County Chair, is hereby authorized to excuse any obligation of the City of Troutdale to pay \$10,000 for extension of the option term on behalf of Multnomah County as Owner in said intergovernmental agreement.

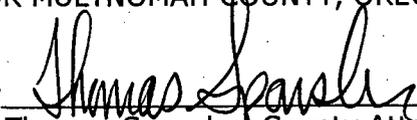
ADOPTED this 26th day of April, 2001.



REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Thomas Sponsler, County Attorney

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



Bill Farver, Interim Chair

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
OPTION TO PURCHASE REAL ESTATE**

**RECITALS**

- A. The CITY OF TROUTDALE, as Optionee, and MULTNOMAH COUNTY, as Owner, entered into an INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE, dated January 27, 2000.
- B. Optionee and Owner wish to amend said INTERGOVERNMENTAL AGREEMENT to provide that Owner may excuse any obligation of Optionee to pay Optionee \$10,000 for extension of the option term.

**AGREEMENT**

In consideration of the covenants herein, the parties agree as follows:

Section 2.1 of the INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE shall be amended by adding the following sentence:

**Owner, in its sole discretion, may excuse the obligation to pay \$10,000 for an extension of the Option upon a showing of good cause.**

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

OWNER

OPTIONEE

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

CITY OF TROUTDALE

By: *Bill Farver*  
Bill Farver Interim Chair

By: \_\_\_\_\_  
Paul Thalhofer, Mayor

Date: April 26, 2001

Date: \_\_\_\_\_

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: *Thomas Sponsler*  
Thomas Sponsler, County Attorney

MEETING DATE: April 26, 2001  
AGENDA NO: R-1  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Overview of FY 2002 Executive Budget

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 26, 2001  
AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Bill Farver TELEPHONE #: (503) 988-3308, ext 85273  
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Chair Bill Farver

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUGGESTED AGENDA TITLE:

Overview of FY 2002 Executive Budget Highlights

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bill Farver  
(OR)  
DEPARTMENT MANAGER: \_\_\_\_\_

01 APR 18 PM 2:05  
MULTNOMAH COUNTY  
OREGON  
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us

**BOGSTAD Deborah L**

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**From:** STEIN Beverly E  
**Sent:** Thursday, March 01, 2001 4:31 PM  
**To:** #ALL ADS USERS; #ALL AUDITORS; #ALL CCFC USERS; #ALL CHAIR'S OFFICE; #ALL COUNTY ATTORNEY; #ALL COUNTY MEDICAL EXAMINERS STAFF; #ALL DCFS USERS; #ALL DCJ EMPLOYEES; #ALL DES USERS; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4; #ALL DSS STAFF; #ALL FORD USERS; #ALL HEALTH DEPT; #ALL LPSCC USERS; #All MCSC; #ALL PAO STAFF; #ALL TSCC USERS  
**Subject:** Budget Update

I sent you a memo in January explaining a projected General Fund Budget shortfall of \$15 - \$20 million for the upcoming fiscal year, 2001-2002. This represents nearly 7% of the County's General Fund budget. The General Fund budget is slightly less than one-third of the County's total budget.

The primary cause of this situation is an ongoing shortfall in Business Income Tax collections. The BIT shortfall combined with inflation, continuing limitations on property tax growth and proposed cuts in state funding leave the County facing its most difficult budget since the passage of Measure 47.

I asked all departments and agencies to spend only 96% of their allocated budgets for the remainder of this fiscal year, and to submit budgets for 2001-2002 at 93% of current service levels.

I now have information on this year's budget. It appears that even with administrative efficiencies and other cost saving strategies, we will mostly cut vacancies, yet still may have some layoffs of employees for this fiscal year.

Unfortunately, the number of layoffs will be higher next fiscal year. I have just received department projections, and they project potential position cuts and layoffs. It is likely that resignations and retirements will offset a portion of the layoffs.

I am working on my executive budget, which will be released in April. I want to emphasize that no final decisions have been made yet, although cuts to the budget will be unavoidable. During the next few months I will solicit input from key stakeholders, and prepare to make the hard choices necessary to respond to this difficult situation.

I know that many of you have questions regarding the impact of this situation on the people and programs of Multnomah County government. I will keep you informed as our discussions progress. The schedule for the budget process has been added to the weekly board agenda published by the Board Clerk. In a couple of weeks, there will

also be information about the Business Income Tax on the Budget Office site on the Mint.

I have asked Human Resources to work with departments, unions and employees in providing information and support to any employees facing layoff. It is not economically feasible nor in the best policy interest of the County at this time to implement a retirement incentive program. However, a new version of Project Save has begun to assist placing employees in alternative county positions wherever possible.

I regret deeply this budget news, and do not want to alarm you. However, I want to provide you with the most current and accurate information and to encourage you to continue to share with your Department Directors any ideas you may have for improving the efficiency of the County's operations.

It is clear that we will be unable to avoid some painful cuts. However, by focusing on our benchmarks, learning from our past experiences with challenging budgets, and working cooperatively I remain confident we can emerge from this challenging situation in the least hurtful way possible. Thank you for your continuing best efforts to serve the people of Multnomah County.

**Beverly Stein**

Multnomah County Chair  
501 SE Hawthorne Blvd. 6th Floor  
Portland OR 97214  
Phone: (503) 988-3308  
FAX: (503) 988-3093  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)  
Website: [www.multnomah.lib.or.us/cc/bev/index2.html](http://www.multnomah.lib.or.us/cc/bev/index2.html)

## BOGSTAD Deborah L

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**From:** FARVER Bill M  
**Sent:** Saturday, March 03, 2001 1:34 PM  
**To:** #ALL CHAIR'S OFFICE; Dave BOYER; Dave WARREN; Elyse CLAWSON; Gina Mattioda; Ginnie COOPER; Jeff Cogen; Jim MCCONNELL; Johnson; Lillian SHIRLEY; Lorenzo POE; Maria ROJO DE STEFFEY; Melinda PETERSEN; Rhys SCHOLES; Thomas SPONSLER  
**Subject:** FW: Budget Process update March 3.

fyi

-----Original Message-----

**From:** SHIRLEY Lillian M  
**Sent:** Saturday, March 03, 2001 1:15 PM  
**To:** #HLTH MANAGERS/SUPERVISORS  
**Subject:** Budget Process update March 3.

### BUDGET UPDATE TO MID-LEVEL MANAGERS - March 3, 2001

Dear Managers,

We all know that this has been a difficult budget year so far. We were set for a status quo budget process and then got hit with the County, General Fund 7% cut and many state program cuts. Smart and creative thinking, with a generous dose of relationships and partnering, gained the Health Department additional resources that helped us significantly. However, it makes it even more difficult to face the cuts that still have to be made. I want to thank you all for your hard work with your divisions throughout this process.

Since my last budget communication on February 14, Division Directors, Carol and I made final budget decisions. On February 27<sup>th</sup>, Carol and I presented the department's proposed budget to the Chair's Office and received a positive response and a number of questions. Here is a summary of the proposed budget we presented:

The **Health Department** started development of the FY02 budget knowing:

- Resources were **decreasing** (County General Fund -\$3.5 million; grants, state & federal funds - \$1 to \$2 million).
- Increased facilities costs for new facilities and accreditation were \$1.5 million more than we had planned.
- Personnel and other operating costs continue to increase.

We focused on two main strategies to deal with the budget hole: increase revenues and restructure for efficiencies and cost savings. These strategies allowed us to **restore** a number of service cuts that would have been required based on decreased resources and increased facilities costs. The Department also freed up resources through restructuring efforts and making administrative cuts. However, significant decreases are still necessary.

#### **Revenues**

We were able to increase Federally Qualified Health Clinic reimbursements by \$4.3 million. This is based on updating earlier projections with more current cost and visit data; new "reasonable" cost definitions; and increasing partnerships with other Safety Net Clinics in the state. As you remember, I assigned Tom Fronk to this project last year. Tom and Mike Martin have realized our goals of

increasing our revenue substantially.

### **Restored Service Cuts & Increased Costs for New Facilities**

These additional revenues allowed the Health Department to restore services that would have been cut because of decreased General Fund, state and grant resources. It also covered the overall increased facilities costs without deeper program cuts.

### **Significant Changes**

Even using the additional revenues and savings from other budget cuts, we still **needed to make over \$2 million in cuts in order to balance the budget**. Each Health Division's budget narrative provides more details about list of cuts and significant changes (they will be **on the Department's MINT site by 3/9**). Questions you or staff have regarding layoffs should be directed to Kathleen Fuller-Poe in Human Resources.

### **SEE ATTACHMENT TO THIS MEMO**

These are hard cuts for us to take but they are comparable, if not as bad, to what is happening in other County departments. We have been helped because of our commitment to finding more efficient and effective service provision models and to our ability to generate the increased FQHC revenues.

### **Where we are:**

- Budget narratives and significant changes are mostly complete.
- All Health numbers in SAP (and mostly correct, we hope).
- There is still work to be done to dot the i's and cross the t's - to get all the Budget Office forms and templates completed.
- Preparing for Chair and Board budget review and analysis - research the questions and answers that that likely to come up.

### **The upcoming Chair and Board budget schedule**

4/16-4/27	Dept budget folks meeting with Board staff (scheduling underway)
4/26	Executive Budget Overview presented to Board
5/1	Board Budget Workshop on Issues
5/3	Budget Approved
5/8-6/6	Budget Hearings
5/16	Health Department Budget Work session (9:00-12:00)
6/14	Board Adopts Budget

### **Continuing Commitment to Change Management Process**

Even though I made the difficult decision to eliminate the Office of Organization Development (OOD) as part of an overall department priority to minimize impact on direct services within our fiscal constraints, I continue to believe that the change management process we have started is an essential tool to making the department more responsive to community needs and our employees through the principles of: learning organization, team approach, power through influence as well as authority.

The Director's Office remains the sponsor of the department's organization change process. The ownership and responsibility for the change management process now must move out of the Office of Organizational Development to the Department Administrative Team, Teams of Influence (TOIs) - CFLT, DQT, MLM, SORT and to all Health department employees through the TOIs, especially Mid-Level Managers. Also OOD has been one of the department's "early warning" systems for detecting changes in the department's culture and issues that have potential for becoming significant problems. This had impeded us in some ways by not holding the organization itself accountable for our values. DAT and TOIs will need to take on this responsibility along with the authority to bring to

the Director's Office and DAT the larger policy issues that need to be dealt with.

In order to continue supporting the change management process, the FY01-02 Budget includes:

- Facilitative Leadership (F.L.) training for new managers & supervisors.
- A refresher Facilitative Leadership workshop for managers & supervisors who already attended the initial training.
- A budget to support Teams of Influence - backfilling for non-exempt line staff, training, coaching or consulting as specifically needed by each team.
- A position in the Director's Office to coordinate F.L. trainings, TOI leadership meetings, work with COOL, and external consultants.
- An additional training position to increase capacity to support TOIs, Human Resources, and the Department overall.
- Expand the department's use of existing county central services. Increased work with Countywide Office of Organizational Learning (COOL) and Public Affairs Office (for communications).

**Finally, let me thank you again for the hard work you completed around this difficult budget year. We have made the decisions we had to based on our values and principles and included the criteria input from your Mid level Management meeting 2/01/01. These decisions will be reviewed by the Chair's Office and the Board of County Commissioners. In addition, we will be reviewing our own performance in the coming year.**

**Our commitment is to manage to mission, for innovations, and for cultural competency. We will continue to increase the quality of our service to the people of Multnomah County.**

Lillian Shirley, Director  
Multnomah County Health Department  
1120 SW 5th Ave, Suite 1400  
Portland, OR 97204  
e-mail: lillian.m.shirley@co.multnomah.or.us  
ph: 503.988.3674 x22686  
fax: 503.988.4117

## **Attachment**

### **Service Restorations from Cuts Originally Required Due to Loss of Funds**

<b>Primary Care - 4.4 Provider Teams</b> (ability to maintain all in FY 02 based on success of redesign)	<b>\$1,197,000</b>
<b>Neighborhood Health</b>	
Partial restoration of the Healthy Birth Initiative (HBI)	<b>\$400,100</b>
An OLDS team in North Portland	<b>\$353,400</b>
School Based Health Clinic services	<b>\$272,000</b>
Parkrose School-based Health Clinic	<b>\$247,100</b>
Headlice Resource Team	<b>\$132,700</b>

### **Disease Prevention & Control**

STD Clinical services	\$340,500
Hepatitis Integration (Hepatitis C)	\$176,800
Communicable Disease investigation, follow-up & control	\$64,900
Saturday immunization/lead screening clinics	\$35,500

### **Dental Services**

School/Community Dental services	<u>\$44,800</u>
	\$3,264,800

### **Cost Increases for North Portland, East County and Rockwood Facilities**

East County Debt Service covered by Budget Office	<u>-\$500,000</u>
What Health Department covered with FQHC	\$1,049,500
<b>Total Services and Costs Restored with Enhanced FQHC Revs</b>	<b>\$4,314,300</b>

### **Restructuring and Administrative Budget Cuts**

The Department also made budget reductions as part of restructuring efforts and administrative cuts. These savings were shifted to cover other program costs:

Contracting for Corrections Health Pharmacy Services	-\$100,000
Central Administration (Director's Office/OOD)	-\$400,000
Support Services administration and service restructuring	-\$300,000

### **Remaining Service Reductions**

#### **Significant Changes**

Even using the additional revenues and savings from other budget cuts, we still needed to make cuts in order to balance the budget. Each Health Division's budget narrative provides more details about list of cuts and significant changes (they will be on the Department's MINT site by 3/9). The following lists the major service cuts that are reflected in the budget:

Neighborhood Health Field Services (11.68 FTE) will be cut due to the revenue cuts in County General Fund, grants, Medicaid revenues, and state funds. The remaining FTE and services will be configured in order to meet the needs of the Health Department Early Childhood plan.  
\$675,000

Lead Poisoning and Prevention Programs (10 FTE) cut due to City of Portland funding cut.  
\$457,000

Primary Care clinic supply budgets cut; an inventory control program to be implemented.  
\$270,000

State funds for Volunteers of America relief nurseries pass through and contract management funds have been cut. \$140,000

STARS program state funding cut by 25%. \$102,500

### **Services that we will no be able to implement**

(that were planned based on normal GF resource growth)

New School-Based Health Clinic site \$362,200

WIC Office will not be opened at new East County facility. East county residents will continue to receive services at the Mid-County Clinic. \$100,000

TOTAL: **\$2,151,700**

March 8, 2001

To: Dan Noelle

From: Bill Farver

Re: FY 2002 Budget strategy

Thank you for your memo dated March 7. As your approach to the budget continues to evolve, it is good to put on paper our exchange of ideas. I believe my response reflects our understanding based on our meeting this morning on how to approach your budget submission.

Here are my thoughts:

1. It is good for all concerned that you are committed to bridging the \$8.2 million budget gap that your budget submission creates.
2. I understand your interest in maintain current services levels in anticipation of the proposed operating levy and want to work with you towards that direction.
3. For purposes of you presenting a constraint budget, I am willing to assume that revenues you generate will be used to help bridge that gap. However, in reading through your list, I am most interested in revenues that are stable and predictable and which do not adversely impact other Departments. Specifically, I am interested in the increased revenue from the existing US Marshall contract and reestablishing our contract with the INS. With a new INS agreement will come revenues from SCAAP. I am not interested in a reallocation of 1145 revenue which would be problematic for Community Justice.
4. In terms of the unspecified 4% reduction in your Department, it is important that the Board and the public understand the details and potential impact of your reductions. The "devil is in the details" and we need to meet as soon as some of those details are ready for discussion. As we get into details, other parts of the County may be able to help you identify cost savings. Towards that end, we agreed to meet weekly if necessary to discuss those details and other matters of mutual concern.

Given those observations, I would restate your issues thusly:

1. The Board adopt a Sheriff's budget that reflects revenues that can conservatively be predicted and that follow policies acceptable to the Board. The Budget should reflect actual reductions or be governed by a clearly defined spending plan acceptable to the

Board and monitored by MSCO and the Budget office. Budgeting 4% salary savings would not be a prudent policy move by itself. Additional revenues generated by the Sheriff's office can help offset salary savings.

2. If the County revenue picture improves, the Board can reevaluate its budget. I should caution you I will recommend that any favorable revenue improvements be used to rebuild our largely depleted reserves. I would not hold out hope for relief from these reductions.
3. Unanticipated major emergencies can be considered for contingency funding, based on current policy.

I look forward to working with you and the Board in mitigating the impact of service reductions to our citizens.

- c. Board of County Commissioners
- c. Board staff
- c. Budget staff
- c. Larry Aab

March 9, 2001

TO: Cecilia Johnson, Director, Department of Support Services  
Maria Rojo de Steffey, Director, Department of Sustainable Community Development

From: Bill Farver, Chair's Office

Cc: Elected Officials  
Department Managers  
Operating Council Members

Subject: Administrative Resources and Good Government

I am charging you both with creation of a plan to streamline administrative resources countywide in cooperation with County departments. My specific charge is that you bring back to the Board of County Commissioners by April 26 a plan to:

- 1) review all administrative resources next fiscal year; and
- 2) provide central accountability, planning and budgeting for Information Technology county wide.

The following will provide some background and context for my charge.

As you know, the budget situation this year requires that we deepen our examination of all opportunities for streamlining County operations. By streamlining I mean providing consistency, equity and a common standard of quality in administrative support for departments, as well as correcting inefficiencies and duplication of services. I believe this entails a closer look at countywide solutions to administrative problems.

This in no way is intended to be a criticism of administrative services or of the staff that deliver them. This is more a search for the very best way to deliver internal services based upon county wide goals and needs. We simply cannot afford to do business as usual. It is not acceptable to cut direct services to the public without also taking a hard look at ourselves internally. I believe the Board is *expecting* us to look at administrative services differently.

The County's "Good Government" benchmark calls for taking a countywide view of administrative resources. Our RESULTS vision is to provide quality, customer focused services at a good value for the tax dollar, and to provide an excellent place to work. We are not a conglomeration of different departments and agencies; we are an enterprise - Multnomah County. Additionally, the County Auditor has found in a number of management audits the need for better accountability and streamlining of internal services.

We need to explore how accountability for administrative resources can be strengthened. We need to know how much the County spends for administration, and what opportunities exist for attaining the highest value for money spent.

Administrative resources under question include all aspects of the County's infrastructure:

- o Legal services
- o Facilities
- o FREDS (includes Fleet)
- o Contracting

- Evaluation
- Finance and budget
- Human resource management
- Information technology
- Purchasing

Some of these areas have already been strengthened and now provide a single point of accountability, such as Legal Services, and Fleet Management. Most other services have a mix of central and departmental staffing, budgeting and accountabilities.

It is time, in the interest of good government and sound fiscal planning to have our entire infrastructure undergo an analysis. I see the process in the coming fiscal year to be a countywide planning process, which results in actions that streamline all administrative resources. We must re-examine all administrative functions to find the most cost efficient strategies, and to balance our investment in administration with direct client services.

In addition to this broader review, I believe we also must move forward with a more immediate and in depth review of Information Technology services.

Accountability for spending across the enterprise for IT services has been lacking. We need a countywide strategy to control the continuing rise in IT costs and spending. In our new DSS Director and our CIO, we have the expertise and leadership to undertake this effort to integrate and coordinate IT.

Between now and April 26, I am charging the DSS Director and CIO with providing a plan for the countywide management of IT. In addition, I request that by July 1<sup>st</sup>, the CIO work out performance agreements and standards with departments that contain specific performance measures and agreed upon outcomes with the understanding that on July 1, 2001, department IT resources and staff will be assigned to and under the authority of the CIO in DSS. I anticipate that staff will remain in their assigned departments during the development of a SPIT plan update, and that staff assignment will be discussed through that process in collaboration with the departments.

Performance agreements maintain the strategic alignment between central management and department specific requirements – understanding that “one size doesn’t fit all” because of the different nature of the services the County provides. The agreements will also allow for uniform policies and accountability for both IT and departments. The CIO will be accountable for decisions around countywide IT spending.

I anticipate that a countywide IT perspective will provide us with a potential for savings and for cost avoidance in the future. There may be some immediate savings (e.g. ability to make department/central cuts more manageable), but they will not be as significant as the potential for long-term savings in a burgeoning field. These savings lie in:

- Eliminating duplication of effort and systems – taking advantage of economies of scale through enterprise-wide sharing and integration of data sources – this has huge potential for cost avoidance in the future
- Allowing departments to focus on their missions and not on administrative services
- Equalizing services across departments and agencies; leverage expertise and resources across the enterprise
- Attracting and retaining the best possible employees

- Engaging all departments in best practices in business operations – not just those who can “afford” it
- Providing enterprise-wide decisions on funding and rolling out new technologies (e-government, web-based services)
- Accountability for use of taxpayer funds

I think it is important that we follow County values in this process, which means that our work needs to be timely and collaborative, and that we continue to build upon bonds of trust and relationships. I see the role of Department Directors as leading the charge to encourage department staff cooperation to partner with the DSS and DSCD Directors in all aspects of this administrative review. I also expect for both of you to work closely with your departmental partners and resources. I believe we all have the same goal, which is to provide the very best service in the most accountable and economical manner.



# MULTNOMAH COUNTY, OREGON

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**BOARD OF COUNTY COMMISSIONERS**

BILL FARVER  
PAULINE ANDERSON  
LISA NAITO  
SERENA CRUZ  
LONNIE ROBERTS

**BUDGET & QUALITY**  
MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD., 4TH FLOOR  
P. O. BOX 14700  
PORTLAND, OR 97293-0700  
PHONE (503) 988-3883

**TO:** The Oregonian  
**FROM:** Karyne Dargan, Office of Budget & Quality  
**DATE:** April 11, 2001  
**SUBJECT:** Public Notice of Budget Committee Meeting on May 3, 2001

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Please run the following public notice in the Oregonian **ONCE** on April 16, 2001.

If you have any questions, please call me at (503) 988-3883, x22457.

**NOTICE OF  
BUDGET COMMITTEE MEETING**  
Multnomah County

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A public meeting of the Budget Committee of Multnomah County, State of Oregon, on the budget for the fiscal year July 1, 2001 to June 30, 2002 will be held at the Multnomah Building, Boardroom, 1st Floor, 501 SE Hawthorne Blvd., Portland, OR. The meeting will take place on the 3rd day of May, 2001 at 9:30 a.m. The purpose of the meeting is to receive the budget message. A copy of the budget document may be inspected or obtained on or after May 3, 2001 at Multnomah County, Office of Budget & Quality, 501 SE Hawthorne Blvd., 4th Floor, Portland, Oregon, between the hours of 8:00 a.m. and 5:00 p.m.

This is a public meeting where deliberation of the Budget Committee will take place. Any person may appear at this meeting and discuss the proposed programs with the Budget Committee.

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Bill to:

Multnomah County Budget Office  
501 SE Hawthorne Blvd., 4th Floor  
PO Box 14700  
Portland, OR 97293-0700

Note from Bill Farver: Here is a copy of my budget message for those of you who were unable to attend the board meeting this morning:

## 2001 BUDGET OVERVIEW

4/26

I have worked on many budgets over the past 17 years with the County - starting with Pauline Anderson in 1985. This has been the most difficult. The process was filled with uncertainties, both political and financial.

The political uncertainties include the resignations of two commissioners, followed by interim appointments, followed by elections to fill the vacancies - the results of which we may or may not know before the budget is adopted.

*But then I'm used to helping develop budgets that I don't vote on - no problema.*

The financial uncertainties include large decreases in projected revenue from the business income tax over a three year period and projected state reductions in funding for county-provided services.

I have tried to balance the need to be fiscally conservative with the desire to preserve key county services. I have also tried to draw upon my experience with the County, my understanding of the deeply held values of the Board, and my own values and principles in making these recommendations.

As a consequence, this budget message may be longer than usual .... It may contain more references to evaluation .... *And it may contain more goal and context statements. In short, it could be wonky, pointy headed and dense.*

*Not only that - we've compiled a budget book with lots of issue papers - 34 in all - for those who can't get enough budget!*  
I'll only get to do this once! Please bear with me....

Uncertainty brings out the best and the worse in all of us.

Today, I will dwell on the best and continue to be optimistic that we can emerge from this process on sounder financial footing and with most critical services in place.

Several factors made this budget process work as well as it has:

- Partnerships with schools, cities, and the state that allow us to work together to meet the needs of the public.
- Talented and dedicated employees who are willing to do more with less, seek efficiencies and be very creative in generating new revenue.
- A strong Board of County Commissioners committed to working cooperatively based on a common set of values and principles

*I will try and acknowledge the efforts of all of you as I go*

That's the good news. The bad news is that we face a revenue shortfall that is approximately 20 million dollars.

How can we best fill this \$20 million hole in the budget? Today, I will share with you my proposed response.

First, we must aggressively pursue improving operating efficiencies.

Second, we must search for additional revenue sources.

Third, we must continue our focus on priority benchmarks using the best research and evaluation data available.

Fourth, we must listen carefully to the community.

Finally, we need to make deep and painful cuts in our existing services that will result in layoffs and the elimination of vacant positions.

I'll talk a little about each of those steps and close with a discussion of future issues and some principles to keep in mind for our coming deliberations.

## **1. Efficiency First**

*In the short-term we are finding ways to do more with less. In the long term we are pursuing cost avoidance. I'll give some examples.*

### **Clinic Utilization**

In the Health Department, our seven clinics accommodate 95,000 visits annually. They are in the middle of a Clinic Redesign Project that will reduce wait times and increase the number of clients seen each day in the clinics. All members of the clinic team will redirect their efforts to front-line client service, whenever possible. Based on the experience of other jurisdictions, we expect a 5% to 20% improvement in efficiency from these changes. Thanks to these operating efficiencies, the Department believes it can avoid health care service reductions to those most in need.

*Kudos to Lillian Shirley for her guidance and innovation*

We will do more with less.

### **Fleet Audit Efficiencies**

Last fall, the Auditor suggested the County examine Fleet services. We did.

Since the audit was issued, 88 cars have been turned into Fleet Services. Next year departments will save \$141,808 in ongoing and one time only costs and the Fleet fund will save \$121,495 in one time costs. Here is an excellent example of stronger central management and clearer standards that provide more efficiency.

*Kudos to Tom Guiney for carefully working through the process with Departments. We'll do more with less.*

## **Information Services**

I have directed County information services personnel located in Departments to report to the Central Information Officer as of July 1. The CIO will develop service agreements with the Departments based on their current service level and recognizing unique departmental needs where they exist. Over time, the CIO will be able to improve services and help provide system thinking and cost avoidance strategies. This central direction will increase accountability and allow improvements to major initiatives in mental health and health data planning.

One aspect of that strategy will be the transfer of remaining county operations off the mainframe within two years. Once this transition is made the County will save \$1,500,000 annually.

*Special thanks to Lisa Yeo and Cecilia Johnson for their creative systemic approaches to our IT enterprise.*

We will do more with the same in the future.

## **Building Management**

Facilities Management is currently developing options to reduce the County's vacant space by consolidating operations and disposing of three County structures within the next two years. This will require the Board to find new locations for the Sheriff's patrol services ; for Facilities; and for the Multi Disciplinary Team. Additional short-term costs will be more than balanced out by the sales of the properties, more efficient long-term operations, and cost avoidance of building new structures.

*Special thanks to Dan Brown and Mike Oswald for balancing customer needs with the needs of the organization.*

We will do more with our existing buildings.

## **2. More Revenue**

After pursuing efficiencies, but before making cuts, we looked for new sources of funds to replace lost revenue. As noted, State government also has a shortfall and they are making cuts. The Federal Government does not have a budget shortfall and we have stepped up our efforts to secure the benefits of Federal programs for residents of Multnomah County. We are looking to a few other sources as well. In this budget we anticipate over \$9,000,000 in new revenue.

### **Federal Financial Participation**

Under the leadership of the Federal Financial Participation workgroup, the County has projected an additional \$5,000,000 in federal revenues to Health and Community and Family Services.

The FFP group has received wonderful cooperation from the state government in pursuing these options. More remains to be done in the coming year involving potential partnerships with schools, juvenile services, and other funding streams.

One specific result of these efforts is the ability to project adequate operating funds for a winter 2002 opening of the Child Receiving Center.

This revenue enabled us to avoid even more painful human services reductions.

*Special recognition to Tom Fronk of the Health Department and Dave Warren and members of FFP*

### **Leasing Beds**

The Sheriff has aggressively pursued revenue-generating options. Partners in the public safety system are planning to absorb the potential

loss of up to 100 jail beds that could be leased to the Federal Government.

Absorbing this reduction of beds will require the cooperation of the District Attorney and the Department of Community Justice.  
*Thanks to Dan Noelle, Mike Schrunk, and Elyse Clawson.*

They have agreed upon a plan with thoughtful guidelines that minimize the impact on public safety, including pairing a post-prison/ probation revocation sentence with electronic monitoring, when appropriate. This is an efficiency that makes increased revenue possible.

**Pay to Stay**

The Sheriff also proposes to increase the charges to inmates who can afford to pay a portion of the County's cost in holding them. This approach could be especially useful at the Restitution Center that already charges a daily rate.

**Rental Rate**

Finally, the Sheriff believes he will be able to successfully conclude prolonged negotiations with the Federal Government that will increase the lease cost to reflect the County's cost of detaining offenders.

*Thanks to Larry Aab for his persistence.*

**User Fees in Animal Control**

On a more limited scale, Animal Control Director, Gary Hendel, has proposed a number of fee increases which will offset proposed cuts in his program and enable him to implement his planned "no kill of adoptable animals" policy.

*Thanks to Mike Oswald and Gary Hendel*

### **3. Focus on Priority Benchmarks**

After we've pursued efficiencies and after we've looked for new revenue we still need to make cuts. How do we decide where to cut? We look at our priorities.

My budget recommendations assume certain long-term goals. Within this budget environment I was not always able to make progress on each, but at a minimum I attempted to avoid damaging cuts that would set our progress back.

The priority benchmarks I used in this budget planning include early childhood, health, and quality of life. By August 1, the new Board will be composed entirely of members who were not at the County when the Board chose the breakthrough benchmarks of poverty, school success, recidivism, and good government. This summer I think it would be appropriate for the Board to review, discuss and affirm the strategic direction inherent in the Benchmarks for the County for the next five years.

The overriding value of using benchmarks to guide decision making is that it helps the Board stay focused on community priorities. The Board must have patience and persistence to fund research based approaches and stick with them through an appropriate implementation and evaluation phase.

A new Board will want to discuss and reach consensus on the future benchmarks. The original structure provides a continuing focus and a clarity that serves us well in difficult times such as these.

I will highlight a few examples where changes in this budget are driven by our priorities. Within each benchmark area I will include a general goal statement that drives our efforts.

## **A. Early Childhood: Readiness to Learn**

*Children born in high-risk family situations should be screened and assessed. Their families should be provided assistance in their formative years.*

As an outgrowth of the extensive community based planning effort led by Commissioner Lisa Naito, the County is prepared to implement the Governor's Children's Program by developing comprehensive responses in three areas:

First, we will expand our Healthy Start teams in North Portland and East County. Based on the research tested "Olds" model, these teams provide ongoing support to first time, low income, single mothers. Nurses with caseloads of only 25 families provide two years of intensive home visits. The Olds model has been shown to achieve long term cost savings as well as significant health benefits. These include an 80% less chance that adolescents who received these services as babies will be convicted of a crime.

Second, we will develop neighborhood based, multidisciplinary Family Support Teams which provide less intensive services for a broader population. The County can build upon the success of the neighborhood health worker model which was expanded following an audit two years ago. This approach has been endorsed by both the Rand study and the Citizens Crime Commission.

Third, we will expand the Connections program that provides home visits for all new moms, not just the first births targeted by the Children's Plan.

I hope that the state provides sufficient flexibility to allow us to absorb some of the reductions from other state funding streams and the general fund - such as early intervention screening and small cuts in the Parent Child Development Centers.

In terms of ongoing services, the Library continues to emphasize and expand its outreach and in-branch services for young children and moms.

*A special thanks here to Ginnie Cooper for maintaining the library's focus on children and general high standards through constant remodeling.*

## **B. Poverty**

*Families in poverty should be provided with resources to alleviate their suffering and, when possible, provided with tools to get out of poverty.*

We have two plans to address homelessness- one on homeless youth is currently being implemented, evaluated, and fine-tuned; another plan, addressing the needs of homeless families, awaits funding. We can take a small step this year.

Based on the research we have done over the years with LPSCC and Community and Family Services, we will partner with the JANUS youth organization to pursue an alcohol and drug treatment grant providing up to \$900,000 over three years to intervene more effectively in the lives of homeless street youth. *Thanks to former Commissioner Diane Linn for her advocacy here.*

Research shows a strong link between homeless youth and alcohol, tobacco and other drug use. Our recent evaluation of the homeless youth system indicated that 52% of the youth used alcohol prior to entering the system and 48% used marijuana. Traditional alcohol and drug services are often not effective in reaching street youth.

## **B. School Success**

*SUN schools will spread and be an organizing focus for the provision of school based services. The School Attendance Initiative will continue to help students return to schools.*

*Schools will need to do more to make their structure and curriculum appropriate for all students.*

### School Attendance Initiative

Our research and evaluation data on this project show that it is effective both at returning students to school and increasing their performance once they have returned.

The data from last year shows that over 3,600 students were served by SAI. On average their attendance increased from 75% to 83% after SAI intervention. Increased attendance brings increased State funds to our school districts.

Preliminary academic measures from a small number of pilot schools indicate that students meeting grade level expectations rose from 31% to 56% in reading and 31% to 44% in math. This small sample is very encouraging.

In this budget climate, I have scaled back the effort to focus on the schools most in need of the service. Even with those reductions, the number of students served next year will be more than 70% of the number served this year. We are prioritizing. We will continue to serve all schools with more than 40 referrals this year, all SUN schools, and all schools targeted by their districts as under-performing.

*Joanne Fuller worked exceptionally well with our partners in this redesign.*

### Schools Uniting Neighborhoods

The SUN initiative is an exciting and innovative approach to building community, increasing school success and improving utilization of public facilities. In this budget we do not have the funds for a major expansion of this effort, but I have proposed to protect this initiative from substantial reductions. SUN has put in place one of the most intensive evaluation efforts we have ever undertaken and we need to stay the course and collect the learnings from this important initiative.

*Kathy Turner has brought wonderful energy and creativity to this effort*

### **C. Access to Health and Mental Health Services**

*All citizens should have access to basic health, mental health and supportive services to enable them to live productive lives in their community, to the extent possible.*

This is an area where the need is great and the local and state resources will seemingly always be inadequate.

### Health Care for Low-Income Families and Youth

The changing health care situation, locally as well as nationally, continues to increase the demand on the County to provide health care to low income families and youth and to the uninsured. I've talked about visit redesign and federal financial participation. We also continue to lead toward a community solution through the Communities In Charge grant.

### Mental Health

By moving the focus toward housing, employment, and community based treatment we will reduce the need for more expensive hospitalization. It may not cost less in the short run, but we will provide more service to more people and most importantly, people will be healthier and able to make positive contributions to our community. We will review the budget implications of these actions on May 15.

*Lorenzo Poe for thoughtfully steering the mental health boat, m hiring a new Captain and steering the Board away from cuts in the Board's many priorities in his Department*

### The Elderly and the Disabled

More options for clients who are disabled or frail will be driven by self-determination and the least restrictive home environments. We will continue to push for restored funding for the more humane and cost effective approach of Oregon Project Independence.

*Appreciation to Jim McConnell for his continuing advocacy for Oregon Project Independence*

### Children's Services

The County is now soliciting bids for the construction of the Children's Receiving Center, which we hope to open next winter. The CRC located in the Gateway Urban Renewal district will provide a place where children who have been removed from their homes for reasons of abuse or neglect can be taken for immediate care and comprehensive assessment. The Center will serve up to 16 children at a time ages 3 to 12 and will be operated with existing county and state funds.

*The County is indebted to Mike Schrunk, Janice Gratton, Lisa Naito, Dan Saltzman, Sharron Kelley and countless others.*

The County has the opportunity to use this Center as a focal point for comprehensive services for children in foster care aged 0 to 6 and for their foster and biological families. These include parenting, mental health, health, and domestic violence and abuse services and supports.

*Janice Gratton and Barbara Brady have done very thoughtful work here.*

## **D. Reducing Recidivism**

*Our public safety focus must continue to be on offenders who pose continuing dangers of committing serious person to person crimes and are returning to the community from incarceration with little resources to support a non-criminal life style.*

*Individuals who do not pose a substantial danger to the community should be channeled into sanctions and treatment services which have been shown to help end recidivism.*

*Juvenile offenders and their families should be provided every opportunity to become contributing members to their community.*

Thanks in part to Jim Carlson and the Evaluation unit, we have some of our best data in the public safety arena. Much of the work revolves around the chronic problems of alcohol and drug abuse and its multiple victims in our society. Here are three examples:

### Gang Prevention and Intervention Efforts

The state previously provided the County with \$1,300,000 in gang prevention and intervention money. The Governor eliminated that funding from his budget and the Legislature is very unlikely to restore it.

The Department feels that these services are particularly crucial and notably effective. I agree, and I have largely backfilled them in my Executive Budget. I suggest we continue to fund treatment foster care, juvenile court counselors, the Day Reporting Center, and multi systemic therapy. Treatment Foster Care and MST are nationally promising practices for juvenile delinquency reduction.

## Mentorship

In this budget we supplement Community Justice's successful Interchange program with a mentorship program to provide more effective transition of those offenders back to the community.

Last year, the County started a mentorship program for graduates of the Hooper drug treatment program. With a year of experience, the evaluation reported that the percentage of clients referred from detoxification who were actively engaged in outpatient treatment increased from 52% to 85%. Moreover, the number of clients enrolled in outpatient treatment increased annually from 84 to 165 and the percentage of those clients completing treatment increased from 16% to 54%. The results exceeded even our most optimistic expectations.

By offering this service to graduates of Interchange and Columbia River Correctional Facility we can increase the success rate of individuals who have received some of our most expensive secure treatment.

*Thank the RAP group and Ed Blackburn and David Eisen from Central City Concern for making this idea work so well.*

## Drug Treatment Sanction

Currently, less than 30% of the offenders on probation in this County receive treatment for drug abuse. If we institute a more comprehensive drug court we can increase that number to 50%.

Given the reductions in jail beds, prosecution resources, and probation resources, we need to take a thoughtful approach to doing more with less.

I need to acknowledge the District Attorney, Community Justice Director, Courts and Sheriff for developing an approach which can direct many low level misdemeanants, trespass and non-violent felony

criminals into court supervised treatment. This is consistent with the approaches being tried in California and Arizona.

For this approach to work, the County is requesting a reprioritization of how the City and County agree to spend the Local Law Enforcement Block Grant that our area receives. Discussions need to continue with the City of Portland to increase funding of the currently successful STOP program by \$750,000, instead of spending that money on police equipment and overtime.

Multnomah County has operated a drug diversion treatment court since the early 1990's. A recent outcome study shows that drug court participants are convicted of new crimes 16% less and arrested for new crimes 14% less than a matched group that did not enter drug court.

Similarly, we need to deal with offenders with mental illness who do not pose an immediate danger to themselves or others. We cannot afford to use expensive jail beds, if some of these clients can be supervised and treated outside of jail.

Towards that end, we are also requesting from the Local Enforcement Block grant, funds to pilot a mental health treatment court option. The County will provide additional mental health case management services and closely evaluate the effort.

#### Trespass in a drug free zone

Finally, in an effort to target our justice system resources to the most appropriate clients, I would encourage the City of Portland to reexamine their use of the drug free zone.

I am concerned that the current enforcement of the Drug Free Zone is overloading our criminal justice system and contributing to the overrepresentation of African Americans. Over 10% of offenders sentenced to misdemeanor crimes in 1998 were convicted of Trespass II,

most of which results from Drug Free Zone exclusion orders. Almost 1/2 of these offenders were African American. When police issue the exclusion orders (as opposed to judges or prosecutors), 45% are for African Americans, 33% white and 20% Latino. I believe the Drug Court offers a more promising long-term approach to this neighborhood problem.

By limiting arrests and booking to ex-offenders who are suspected of something other than trespass, the system would eliminate the recycling of fully 1/10 of the misdemeanants currently in our system.

### **E. Good Government**

The County must begin to embrace sustainable practices and model this behavior in all we do. Less than that will shortchange our children's future. We need to support and expand on the wonderful work of Amy Joslin in DSCD.

The need for adequate housing for many of the populations we serve will drive the County towards a larger role. We are developing the capacity to coordinate County housing work in DSCD and we have the potential to expand our supported housing for offenders.

*Thank Maria Rojo and Mike Oswald for leading on these initiatives.*

The review of the County's administrative services, now proceeding under the direction of *Cecilia Johnson*, promises to involve the County's best thinkers in how we move forward.

## **4. Listening to our citizens**

Our County - and our democracy - work best when citizens are organized to work with local governments to get the services they need.

If the services are to be effective, communities of color will need services tailored to meet their unique cultural norms. As the fastest growing community in the state and county, the Latino community will need greater attention from the County. The County also has large, and growing, populations of Russian, Vietnamese and other non-English speaking people. Language and cultural barriers make serving these communities well extremely challenging. We must work hard to meet these challenges.

*Acknowledge the special work of the Latino Network and salir adelante, their report on the needs of Latinos in our county, and for Serena Cruz consistent advocacy .*

To gather input from the community we've been working with community groups that have been willing to sponsor budget forums and share their views with us.

The County held seven budget forums this winter. They were attended by approximately 500 people. Consistent themes and community priorities included:

- Focusing on preventing problems
- Expanding support for SUN Schools
- Expanding recreational facilities and youth development programs
- Expanding violence prevention and intervention programs; adding funding for culturally specific programs
- Funding leadership building in the Asian Pacific Islander and Latino communities
- Strengthening early childhood services (by supporting health, early education, and parenting programs)
- Continuing to support high risk and gang affected youth and their families
- Continuing to support school based health centers
- Improving access to culturally appropriate mental health, alcohol and drug treatment services

- Supporting culturally specific programs for elders
- Building on community strengths and assets
- 
- Given the budget constraints, and always testing for effectiveness, I tried to follow all of these themes.
- 
- In addition, there were some specific requests. Based on equity concerns, I have honored the following:
  - 
  - providing \$25,000 each to APANO and the Latino Network to continue their advocacy and organizing work
  - 
  - providing the Asian Family Center with diversion staff
  - 
  - providing potential funding for an expansion of our Latino mental health work to Rockwood, possibly by this spring. Expansion to the Columbia Villa is also recommended when funds permit. The final decision should be made by the Board when we have a better perspective on the federal financing potential.
  - 
  - *Can count on the support of Lonnie Roberts who has been a forceful advocate for the Latino population in East County.*
  - 
  - I wish we could have done much more.
  -

## •5. Major Reductions

- After the efficiencies, after the new revenue, after the priorities and the community input, even the best thinking and most well-intentioned actions cannot avoid the harsh reality of layoffs and service cuts. I regret that more than 120 positions in the county will be eliminated and over 50 current employees may lose their jobs by July 1. This budget includes reductions that total over \$13,000,000.

- 
- Here are a few of the major cuts recommended by departments and agencies that I included in the Executive Budget:

- 
- **Public Safety Juvenile**

- Closure of a 16 bed unit at the Juvenile Home. (\$495,000)
- Elimination of the GIFT program - Gang Influenced Females - (\$190,000)
- Reduction of juvenile counselors from DCJ (\$600,000)

- 
- **Public Safety - Adult**

- Reduction of seven prosecutors (approximately \$500,000)
- Reduction of corrections deputies (\$500,000)
- Reduction of work crew staff (\$606,000)
- Elimination of Sheriff's office support for the child abuse multi-disciplinary team (\$155,000)
- Elimination of the employment contract for offenders from DCJ (\$72,000)
- Elimination of outpatient field services mental health contract for offenders from DCJ (\$181,000)
- Reduction of 9 corrections technicians supporting the work of probation officers from DCJ (\$390,000)

- 
- **School Services**

- A 1/3 reduction in the number of schools served by the School Attendance Initiative (\$700,000)
- Elimination of FRC counseling staff at Marshall and Whittaker (\$130,000)
- Reduction in spending on Transition School (\$600,000)

## **Aging Services**

- Reduction by 43% in Oregon Project Independence funds (\$440,000)

- 

## **Health Services**

- Neighborhood Health services (\$1,100,000) The Healthy Birth Initiative grant ends on June 30. Through a reorganization of the Field Teams, and a reallocation of existing resources, \$450,000 has been restored to the Initiative.
- Elimination of the Lead prevention program - lost grant from City of Portland (\$457,000)
- Reduction in STARS - Students Aren't Ready for Sex - reduced state funds (\$102,000)

## **Support Services**

- Reduction in our staff in Finance (\$447,000)
- Reduction in central information services (437,000)
- Reduction in Facilities and Property Management (1,067,000)

## **Administration**

I have discussed the need to review our administrative services. However, I also need to mention the dangerous lure of false efficiencies. We all prefer to avoid direct service reductions and instead rely on internal efficiencies and administrative reductions wherever appropriate. I have mentioned just a few of the many efforts we have made in that direction.

But I would be remiss in my duties if I did not point out that, at some point, cutting administrative staff becomes counterproductive.

Without experienced administrative staff, the County will:

- be unable to maintain the highest quality in our services;
- be unable to form and sustain crucial partnerships with the business community and other local jurisdictions;
- face the prospect of increased employment litigation; and
- be unable to maintain quality workers who seek to make a meaningful contribution to their society, but also have responsibilities outside of work with friends and family.

We need to be prudent in the management of our human resources. I worry that these cuts, following on the reduction of more than \$7.5 million to the County's current service level last year, will place too much strain on our systems.

## **State Reductions**

The County's budget dilemma this year was compounded by reductions in state funding. We remain hopeful that Oregon Project Independence funds will be restored by the State Legislature and will continue to help our senior citizens remain in their homes as long as possible.

We remain hopeful that Oregon Youth Authority beds will be restored. With the closure of a unit at Juvenile, the County is not in a position to assume responsibility for serious youth offenders who have been sent to state training facilities.

We are not hopeful about restorations of the state funded gang prevention and intervention programs. These programs have become a vital part of our local juvenile corrections strategy and I have made deeper cuts within Community Justice to restore the bulk of those programs.

It is distressing, but understandable, that a slowing business climate and out of state mergers impact our business tax revenue. It is outrageous that relatively small amounts of our income tax payments will be returned to us by the state while we face the erosion of services that could have been continued with those state funds.

## **6. Future Uncertainties**

When facing a cut back, government cannot always meet the long-term needs of its citizens. It needs, however, to keep those many needs in mind as it makes thoughtful short-term decisions that may have long-term implications.

While not comprehensive, here are a few areas where a new Board will need thoughtful planning and strategic actions:

### **Operating Levies**

The wonderfully intact and expanding Library system will be up for renewal, probably in 2002

Operating funds for the new Wapato Jail and Secure Alcohol and Drug Treatment Center will need to come from a local option levy. The facility should be ready to open in the summer of 2003. We know from our evaluations that the effectiveness of the drug treatment will depend

upon adequately funded follow up services including housing, mentors, and employment.

### **Capital Requirements**

Commissioners Cruz and Naito are working with our Facilities Department on options for a General Obligation Bond to meet the needs for adequate, structurally safe court space.

The unfunded liability of the Bridges and the continuing strain on limited transportation funding will require cities, state and federal cooperation with us if we are to meet the needs.

Housing support is emerging as a significantly underfunded local government service. While the County has historically not had a major role compared to other jurisdictions and organizations, the success of much of our work depends on adequate, affordable shelter.

Maintaining our investment in our buildings through the asset preservation fund mechanism will allow some flexibility in how we address these needs.

### **State Partnerships**

In many of our services - health, mental health, aging, community corrections - the County is supposed to be a partner with the state. Too often, the Legislature is more than willing to provide counties with the responsibility for locally provided services, but unwilling to provide adequate funding for these services.

The County needs to work with other counties and the Governor to develop a meaningful partnership that addresses the responsibilities of both partners - the funder and the service provider.

The good news is the continuing assistance we are getting from the state in our expanded FFP partnership and the potential still remaining.

## **Local Partners**

I am continually struck by the time, energy and commitment that true partnership involves. A new Board should carefully consider structures that would enable it to have more regular dialogue on public policy with the Cities and School Districts in Multnomah County. Too often discussions are limited to relatively last minute budget negotiations, without an overall commitment to fund systems, not perceived organizational needs.

## **Role of Central Support Services**

The County is a very different organizational place than it was when Pauline and I first came and different because of the impact of Beverly Stein.

We have the potential to think and act more efficiently and more as a single enterprise, rather than discrete Departments. Indications of that movement are the strength of the DSS leadership both at the Director and Division Manager levels, the installation and use of MERLIN, the adoption of Countywide Information services standards and technology, and the positive response to the fleet audit.

To continue to capture efficiencies, avoid long-term costs, and capture the learnings from the auditor's work in these areas, the County will need to continue to move its thinking towards a countywide/enterprise level. This does not mean wholesale centralization. We need to value and honor the differences among our departments. But, we need to value expertise where it exists, and wear county hats, more than departmental hats. The Board needs to play a key leadership role in stressing these themes.

## **7. Principles**

I will bring this multifaceted message to closure by sharing with you the principles that guided my decision making.

- Is the service cost effective? What are our choices?
- Is the service supported by research? How do we know it will achieve the desired outcomes? How good is our evaluation?
- Are we intervening early? Are we using prevention strategies where possible? To what extent is our investment going to impact the community on a long-term basis?
- Are we tackling the high-risk clients? Are we targeting the areas of greatest need?
- Are we building on community strengths? To what extent does the policy enable neighborhoods to assist their own residents in convenient sites?
- To what extent will a reduction in one area spill over and cause additional problems in another area
- Are we promoting transformative change? To what extent does the policy enable us to rethink and redesign how we do our work?
- Do we have Accountability? How can we demonstrate to the public that the money is well spent?

As we look in more detail at the difficult budget choices we face I hope that we will continue to ask these questions.

## **8. Acknowledgements**

In closing, I would like to thank:

- the Board for their guidance and support in developing these recommendations

- Dave Warren, Karyne Dargan, Ching Hay, Mark Campbell, Mike Jaspin, Julie Neburka, and all the departmental budget staff.
- County Unions officials for their continuing input and ideas over three different occasions.
- The Central Citizen Budget Advisory Committee whom I also met with on three occasions to share ideas.
- 
- The Chair's staff for their support specifically
  - Jeff Cogen and Rhys Scholes for assisting me with this magnum opus
  - Maria Lisa Johnson for her work with the budget forums and constituent response
  - Diana Bianco and Donna Gouse for assisting with preparation of the budget book
  - Deb for being on top of everything Board related
  - Melinda, Delma, Lyne, Cynthia for helping things running and keeping us sane
- A special thanks to:
  - Dave Boyer, Dave Warren, and Tom Fronk whose energy and creativity on financial matters are exceptional
  - Elyse Clawson and Joanne Fuller who are among the best collaborators and partners in the County.

I am honored to have the opportunity to participate in this process. I look forward to our overview workshop on Tuesday and our departmental briefings and public hearings in May and June.

MEETING DATE: April 26, 2001  
AGENDA NO: R-2  
ESTIMATED START TIME: 10:00 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution Requesting an Increase in SSI to the Federal Poverty Level

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, April 26, 2001  
AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Diana Bianco TELEPHONE #: (503) 988-5797  
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Diana Bianco, Donna Gouse and Steve Weiss

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Requesting an Increase in Supplemental Security Income  
(SSI) to the Federal Poverty Level

04/30/01 COPIES TO DONNA GOUSE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

*Bill Farver*

(OR)

DEPARTMENT MANAGER \_\_\_\_\_

01 APR 18 PM 4:35  
MULTNOMAH COUNTY  
OREGON  
COUNTY COMMISSIONER

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us



## Bill Farver, Multnomah County Chair

Suite 600, Multnomah Building  
501 SE Hawthorne Boulevard  
Portland, Oregon 97214

Phone: (503) 988-3308  
FAX: (503) 988-3093  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

### SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Diana Bianco and Donna Gouse

DATE: April 18, 2001

RE: Resolution Requesting an Increase in Supplemental Security Income to the Federal Poverty Level

1. Recommendation/Action Requested:

Adoption of the Resolution requesting the federal government to increase Supplemental Security Income (SSI) to the Federal Poverty Level.

2. Background/Analysis:

Approximately 14,500 Multnomah County residents receive Supplemental Security Income (SSI). The current maximum benefit is between \$530 and \$550 per month for a single person. The Federal Poverty Level for a single person is \$716 per month. Current SSI benefits range from 74% to 76% of the Federal Poverty Level.

The current SSI benefit for single adults is insufficient for recipients to afford basic human needs, such as housing and food. Housing prices in Multnomah County have risen, with the fair market rent of a studio apartment at \$481 a month and a one bedroom at \$592 a month. While subsidized housing can offset high rents, only 25% of people with disabilities who are eligible for subsidized housing live in such housing. In addition, a survey last year by the Oregon Food Bank found that almost a quarter of adults receiving food assistance have disabilities. The importance of raising SSI benefit levels was recognized almost a decade ago by the federal SSI Modernization Commission, a body appointed by then-President Bush. In 1992, the Commission recommended that the federal government raise the maximum monthly benefit to 120% of the poverty level. The recommendations of the Commission were never enacted, yet the changes are even more necessary today as the cost of living has increased.

At the state level, legislatures can provide supplemental SSI payments. Most states currently do, with supplements ranging from a few dollars to several hundred dollars. In 2000, Oregon provided a supplement of \$1.70 per month to a single adult receiving SSI, while California

provided \$180. Given the rising cost of living in Oregon, particularly in urban communities, the County and the state should explore options for increasing the SSI benefit in Oregon.

If SSI benefits were raised to the Federal Poverty Level, either by the federal government or through a state supplement, it would amount to an approximately \$186 more per month for a single person.

Under his Resolution, the County will urge the federal government to raise the SSI benefit to at least the Federal Poverty Level and will work with the state Department of Human Services to explore options for increasing the SSI benefit in Oregon.

3. Financial Impact:

None.

4. Legal Issues:

None.

5. Controversial Issues:

None known.

6. Link to Current County Policies:

This Resolution is consistent with several County Benchmarks, including reducing poverty, increasing housing stability and prevention of homelessness, self-sufficiency of the elderly and persons with disabilities, and increased access to health and mental health care.

7. Citizen Participation:

This Resolution was requested by the Multnomah Disability Services Advisory Council (DSAC). Their membership was consulted in drafting this Resolution.

8. Other Government Participation:

This Resolution states that the Board of County Commissioners will send letters (sample attached as Appendix A) to the appropriate federal officials who have the authority to implement changes in SSI, including Multnomah County's Congressional delegation, the Social Security Administration, and the Department of Health and Human Services.

## COUNTY COMMISSION TESTIMONY – 4/26/01

Good morning. My name is Steve Weiss. Some of you know me as a result of the advocacy I do for a number of organizations of which I'm a member. And one or two of you may also know that I receive Supplemental Security Income (SSI) Disability for anxiety-related disorders. I receive the maximum SSI benefit amount for a single person, which is \$530 a month and equals 74% of the Federal Poverty Level. But I'm one of the lucky ones. I'm among the approximately 4,700 households in Multnomah County who have a Section 8 voucher.

For most of those households, having the voucher means only paying 30% of our income for rent. But according to the Consolidated Plan, only 25% of disability recipients who qualify for a housing subsidy are actually receiving one. Most of the other SSI recipients are paying 50% or more of their disability checks for rent. Even for those of us *with* a subsidy, 30% of \$530 is \$159 a month in rent. That leaves only \$371 left for food, transportation and, for many of us, utilities, plus other expenses too numerous to mention. And we're the lucky 25% with a subsidy. Local food banks serve many of the unlucky 75% without a subsidy because those folks often run out of food *and* money before the end of the month.

It is because of the circumstances I've just described that, last December 7<sup>th</sup>, I asked the Board of County Commissioners to pass a resolution urging the federal government to raise the minimum SSI benefit to the poverty level, which is now \$716 a month for a single adult. I am fully aware that this resolution would not enact the change that it is proposing. Only the federal government (or state government, in the case of raising the amount of Oregon's meager SSI supplement) can do that. But the passage of this resolution would be an important first step in what may well be a lengthy struggle.

I am not easily given to optimism, but I hope to live to see the day when there is no longer a single disabled or elderly person in this country who is living in poverty.

I want to thank Diana Bianco and Donna Gouse for the work they've done in crafting the resolution and the other related documents. And I also want to thank the Board of Commissioners for being concerned enough about this problem to be considering the issue today. I hope you will all support the resolution. Thank you for allowing me to share my thoughts with you.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-050**

Requesting an Increase in Supplemental Security Income (SSI) to the Federal Poverty Level

**The Multnomah County Board of Commissioners Finds:**

- a. Approximately 14,500 Multnomah County residents receive Supplemental Security Income;
- b. Most SSI recipients are single adults;
- c. Individuals eligible for SSI receive a maximum benefit of between \$530 and \$550 per month;
- d. The Federal Poverty Level for a single person is \$716 per month;
- e. Current SSI benefits range from 74% to 76% of the Federal Poverty Level;
- f. Housing prices in Multnomah County have risen, with the fair market rent of a studio apartment at \$481 a month and a one bedroom at \$592 a month. Only 25% of people with a disability who are eligible to live in subsidized housing are living in such housing;
- g. The current SSI benefit is insufficient for recipients to pay for basic human needs;
- h. A recent survey by the Oregon Food Bank found that 22% of adults receiving food assistance were disabled;
- i. Most states currently supplement SSI payments, with the supplements ranging from a few dollars to several hundred dollars;
- j. In 2000, Oregon provided a supplement of \$1.70 to a single adult receiving SSI;
- k. This resolution is consistent with several County Benchmarks, including reducing poverty, increasing housing stability and prevention of homelessness, self-sufficiency of the elderly and persons with disabilities, and increased access to health and mental health care.

**The Multnomah County Board of Commissioners Resolves:**

1. Multnomah County will advocate for the federal government to raise the SSI benefit to at least the Federal Poverty Level. The Multnomah County Board of Commissioners will send letters (sample attached as Appendix A) to Multnomah County's congressional

delegation and to appropriate federal agencies and officials urging them to raise the SSI benefit to the Federal Poverty Level.

2. Multnomah County will work with the Oregon Department of Human Services to explore options for increasing the SSI benefit in Oregon.
3. The Multnomah County Board of Commissioners will work with community advocates in their efforts to implement the changes outlined in this resolution.

ADOPTED this 26th day of April, 2001



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Bill Farver*

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By *Katie Gaetjens*  
Katie Gaetjens, Assistant County Attorney

## APPENDIX A: SAMPLE LETTER TO CONGRESSIONAL REPS

Representative Earl Blumenauer  
US House of Representatives  
1406 Longworth House Office Building  
Washington, DC 20515

Dear Representative Blumenauer:

On April 26, 2001, the Board adopted the attached resolution requesting an increase in Supplemental Security Income (SSI) to at least the Federal Poverty Level. This is an issue of great concern, as there are 14,500 recipients of SSI in Multnomah County.

As you know, Multnomah County has experienced much growth and a rising cost of living in the past several years. We are writing to urge you and your colleagues in the House of Representatives to enact legislation which would have the effect of reducing poverty not only here in Multnomah County, but for the 50,000 SSI recipients in Oregon and for the 6.6 million recipients around the nation.

The current maximum SSI benefit is between \$530 and \$550 per month for a single person. The Federal Poverty Level for a single person is \$716 per month. Current SSI benefits range from only 74% to 76% of the Federal Poverty Level. This amount is insufficient for recipients to afford basic human needs, such as housing and food. Housing prices in Multnomah County have risen, with the fair market rent of a studio apartment at \$481 a month and a one bedroom at \$592 a month. While subsidized housing can offset high rents, only 25% of people with disabilities who are eligible for subsidized housing live in such housing.

As you also know, the state of Oregon ranked as the highest in the nation for food insecurity, based on an October 1999 report by the USDA. SSI recipients are, no doubt, impacted by this problem. A survey last year by the Oregon Food Bank showed that 22% of adults receiving food assistance were disabled.

The importance of raising SSI benefit levels was recognized almost a decade ago by the federal government when the SSI Modernization Commission, a body appointed by then-President Bush, recommended that the federal government raise the maximum monthly benefit to 120% of the Federal Poverty Level. The recommendations of the Commission were never enacted, yet the changes are even more necessary today as the cost of living has increased.

As a county government, one of our primary responsibilities is to provide health and social services to low-income residents of our community. One of Multnomah County's key public policy benchmark goals is to reduce poverty. However, like many local governments across the

country, our resources are limited. It is essential that the federal government provide adequate programs and funding levels to help alleviate poverty here and across the nation.

We urge you to seriously consider our resolution and work to pass legislation to increase Supplemental Security Income to at least the Federal Poverty Level. The effect would be to reduce poverty, not only in Multnomah County, but around the nation.

Sincerely,

Bill Farver,  
Interim Chair

Pauline Anderson  
Acting Commissioner, District 1

Serena Cruz  
Commissioner, District 2

Lisa Naito  
Commissioner, District 3

Lonnie Roberts  
Commissioner, District 4





## **Bill Farver, Multnomah County Interim Chair**

Suite 600, Multnomah Building  
501 S.E. Hawthorne Blvd.  
Portland, Oregon 97214

Phone: (503) 988-3308  
FAX: (503) 988-3093  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

# **SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Jeff Cogen

**DATE:** April 9, 2001

**RE:** Visitor Development Fund Services Agreement

1. Recommendation/Action Requested:

Approve Visitor Development Fund Services Agreement (Agreement) to administer expenditure of certain revenues.

2. Background/Analysis:

On September 14, 1999, the County, City of Portland (City), Metro, Tri County Lodging Association, National Rental Car Companies, Tri Met, Portland Development Commission and Portland Oregon Visitors Association agreed to a project Memorandum of Understanding (MOU) and to develop necessary legal documents. Among other things, the MOU provided for the creation of a Visitor Development Fund (VDF) Board to administer certain revenues from the 2.5% increase in County transient lodging and vehicle rental taxes. This Agreement between the Visitor Development Fund, Inc., an Oregon nonprofit corporation, Metro, County and City implements the MOU and establishes the VDF Board.

The Agreement provides for appointment, confirmation and removal of VDF Board Members by Metro, County and City (Public Bodies); Board powers

and functions, including development of programs to attract visitors and maximize hotel occupancy and vehicle rentals and preparation and submission of a budget for approval by the Public Bodies; and payment of funds to the VDF by the Public Bodies. The Agreement was approved by Metro on 12/14/2000 and Portland on 12/27/2000.

3. Financial Impact:

There is no financial impact to the County from the creation of the VDF Board.

4. Legal Issues: None.

5. Controversial Issues: None known.

6. Link to Current County Policies:

Continues the policy of working with other government agencies and private organizations to help improve the regions economic vitality and the community's livability.

7. Citizen Participation:

Members of the Lodging, car rental and visitor industries participated in creation of the MOU.

8. Other Government Participation:

Many meetings held and communications with City of Portland and Metro.

## VISITOR DEVELOPMENT FUND SERVICES AGREEMENT

THIS AGREEMENT is among VISITOR DEVELOPMENT FUND, INC., an Oregon nonprofit corporation ("VDF"); METRO, a metropolitan service district ("METRO"), MULTNOMAH COUNTY, OREGON, a municipal corporation (the "COUNTY"); and CITY OF PORTLAND, a municipal corporation (the "CITY"), who agree as follows:

### RECITALS

WHEREAS, the parties and other entities entered into a Memorandum of Understanding dated September 14, 1999; and

WHEREAS, the Memorandum of Understanding contemplates the creation of a Visitor Development Fund and Visitor Development Fund Board to plan, budget for, and administer the expenditure of certain revenues from the 2.5% increase in the County transient lodging tax and vehicle rental tax for the Purpose as hereinafter defined; and

WHEREAS, the parties enter into this Agreement to implement and otherwise carry out the Memorandum of Understanding; and

WHEREAS, County has adopted ordinances increasing its existing transient lodging tax (Exhibit A) and vehicle rental tax (Exhibit B) and has dedicated the proceeds of the tax increases for visitor facilities and development purposes; and

WHEREAS, County, City, and METRO have entered into an Agreement entitled Visitor Facilities Intergovernmental Agreement (IGA); and

WHEREAS, the County ordinances and the Visitor Facilities Intergovernmental Agreement provide that certain funds collected from the tax increases will be dedicated to visitor development purposes by a nonprofit entity whose board of directors is comprised of representatives of the visitor services industry and government officials; and

WHEREAS, Visitor Development Fund, Inc. (VDF) is a nonprofit corporation with a board of directors comprised of such representatives; and

WHEREAS, County, City, and METRO agree that VDF is a qualified entity capable of carrying out the purposes contemplated by the County ordinances and the Visitor Facilities Intergovernmental Agreement

### AGREEMENT

#### 1. DEFINITIONS AND STATEMENT OF INTENT

1.1. **Definitions.** For purposes of this Agreement, the following definitions apply:

1.1.1 "Board" means the board of directors of the Visitor Development Fund, Inc. ("VDF").

- 1.1.2 "Ending Fund Balance" means any balance remaining in the Visitors Facilities Trust Account established pursuant to Section I(D)(4)(k) of the IGA, after making all of the payments required under the IGA, including the payments to the Revenue Stabilization Subaccount.
- 1.1.3 "Intergovernmental Agreement" means that certain agreement among METRO, the COUNTY, and the CITY attached as Exhibit C ("IGA").
- 1.1.4 "Memorandum of Understanding" is that certain non-legally binding writing dated September 14, 1999, among the parties hereto, the Private Entities, the Portland Development Commission, and the TriCounty Metropolitan Transportation District.
- 1.1.5 "Private Entities" means the TRI-COUNTY LODGING ASSOCIATION, INC., an Oregon nonprofit corporation ("TCLA"); NATIONAL CAR RENTAL COMPANIES, a coalition comprising Alamo Rent-A-Car, L.L.C., Avis Rent A Car Corporation, Budget Rent A Car Corporation, Enterprise Rent-A-Car Co., Hertz Corporation, and National Car Rental System, Inc. ("NCR"); CAR AND TRUCK RENTAL AND LEASING ASSOCIATION, an Oregon nonprofit corporation ("CATRALA"); and PORTLAND OREGON VISITORS ASSOCIATION, an Oregon nonprofit corporation ("POVA").
- 1.1.6 "Public Bodies" means the City of Portland, Multnomah County, and METRO.
- 1.1.7 "Purpose" as used in this Agreement means that the expenditures of the allocation of revenues from the 2.5% increase in the Multnomah County transient lodging tax and vehicle rental tax to VDF shall be expended to attract visitors to Portland and Multnomah County that maximize hotel occupancy and vehicle rentals.
- 1.1.8 "Taxes" means the transient lodging tax for visitor facilities imposed by MCC 11.441 (E) and the motor vehicle rental tax for visitor facilities imposed by MCC 11.301(C).
- 1.1.9 "Visitor Development Fund, Inc." (VDF) is an Oregon nonprofit corporation that will apply for exemption pursuant to IRC § 501(c)(6).

## 1.2 **Statement Of Intent And Repeal Of Ordinances**

- 1.2.1 **Statement of Intent.** The parties intend that this Agreement is an enforceable contract with respect to the subject matter involved. County, City, and METRO agree to execute the Statement of Current Intent which was attached as Exhibit A to the Memorandum of Understanding and is attached as Exhibit D to this Agreement.

1.2.2 Repeal of Tax. The County shall take all action necessary to terminate the taxes imposed by MCC 11.301(C) and 11.401 (E) upon the earliest of:

1.2.2.1 The date that all of the Bonds are paid or defeased;

1.2.2.2 July 1, 2025, if the Convention Center Completion Bonds have been paid or defeased by that date; or

1.2.2.3 The date that the Convention Center Completion Bonds are paid or defeased if that date is after July 1, 2025.

## 2. VISITOR DEVELOPMENT FUND, INC. AND INCORPORATION

The parties agree that the Visitor Development Fund, Inc. ("VDF") is an Oregon nonprofit corporation, which will apply for exemption from federal and state taxation pursuant to IRC § 501(c)(6).

## 3. VDF BOARD OF DIRECTORS AND OBLIGATIONS OF VDF

During the term of this Agreement, VDF agrees that its articles of incorporation and bylaws will provide for its board of directors to be appointed as follows:

### 3.1 Number, Tenure, and Qualifications

3.1.1 Number. The VDF Board of Directors shall consist of 15 members, as follows: Five (5) members who are representatives of TCLA; two (2) members who are representatives of the NCR and CATRALA; two (2) members who are members of its City Council appointed by the City; two (2) members who are members of the County Commission appointed by the County; two (2) members appointed by METRO who shall be the METRO Executive Officer and the METRO Councilor whose district contains the urban area of Multnomah County east of the City of Portland; and two (2) members appointed by Portland Oregon Visitors Association ("POVA").

3.1.2 Term. The terms of the Board members nominated by the Private Entities shall not expire until the Public Bodies have confirmed the successor board member. The Public Bodies shall confirm any nomination by the Private Entities within sixty (60) days of submission of the nominee(s) to the Public Body.

3.1.3 Qualifications. All nominations by the Private Entities shall meet the criteria set forth in 3.2 and 3.3.

### 3.2 Nominees by Private Entities

- 3.2.1 Nominees by TCLA. TCLA shall nominate as its representatives to the VDF Board of Directors its President, Vice-President, Secretary-Treasurer, and two at-large members, from within Multnomah County. If any of the President, Vice-President, or Secretary-Treasurer are not from within Multnomah County, then TCLA shall nominate alternate members from within the County. One of the at-large members shall be from the urban area of Multnomah County east of the city of Portland.
- 3.2.2 Nominees by NCR and CATRALA. NCR and CATRALA shall each nominate one member from within Multnomah County.
- 3.2.3 Nominees by POVA. POVA shall nominate as its representatives its president and chairperson of the board. If the president and chairperson are not from within Multnomah County, then POVA shall nominate individuals from within Multnomah County.
- 3.2.4 "From Within Multnomah County". "From within Multnomah County" means that the nominee either maintains a business site in Multnomah County or resides in Multnomah County.

### 3.3 Confirmation and Appointment of Nominees

#### 3.3.1 TCLA Nominees

- 3.3.1.1 The COUNTY shall be responsible for confirming the nominations of the President, Vice-President, and Secretary-Treasurer, or alternate nominees.
- 3.3.1.2 The CITY shall be responsible for confirming the nomination of one of the two at-large members.
- 3.3.1.3 METRO shall be responsible for confirming the nomination of the at-large member appointed from the area of Multnomah County east of the City of Portland.
- 3.3.1.4 NCR and CATRALA Nominees. METRO shall be responsible for confirming the nomination of NCR's and CATRALA's members.
- 3.3.1.5 POVA Nominees. The CITY shall be responsible for confirming the two POVA members.

## 4. POWERS AND FUNCTIONS OF THE BOARD

During the term of this Agreement, VDF shall:

4.1 **Powers and Functions.** The Board shall:

4.1.1 Supervise, oversee, and approve expenditures that achieve the Purpose as defined herein;

4.1.2 Formulate and develop programs that will achieve the Purpose as herein defined;

4.1.3 Prepare and submit a budget for approval by the Public Bodies that achieve the Purpose as herein defined and is in a format consistent with the format used by POVA pursuant to its contract with the City;

4.1.3.1 The proposed budget shall include the portion of net revenues, as defined in Exhibit C, allocated to the Visitor Development Fund pursuant to the ordinances and the Intergovernmental Agreement and any anticipated and accumulated Ending Fund Balance.

4.1.3.2 The proposed budget shall be accompanied by an audited report showing the expenditures from the VDF and the Ending Fund Balance for the current fiscal year to date.

4.1.3.3 For the first fiscal year that there exists a sufficient Ending Fund Balance consistent with this Agreement, the Board shall budget up to \$100,000 to contribute to a study of the feasibility of extending the current Fareless Square to the central eastside and the Civic Stadium MAX station, which study shall be conducted jointly by the CITY and the TriCounty Metropolitan Transportation District. The Board shall consider the recommendations resulting from that study.

4.1.3.4 Funds received from the City pursuant to Section III (F) of the IGA will be expended on visitor development projects that benefit the East County Cities.

4.1.3.5 Any proposed budget shall be deemed approved if two of the Public Bodies hereto approve such budget.

4.1.4 The Board shall use the administrative services of POVA, which shall provide such services within POVA's available resources. POVA shall administer the VDF and Ending Fund Balance at the direction and under the supervision of the Board.

4.2 **Audit**

4.2.1 All accounting records and documents, and other such related information

shall be made available for the public bodies' inspection at any time during the term of this Agreement. The Board shall cause an annual financial audit to be performed in accordance with generally accepted accounting standards and shall distribute the annual financial statements together with the auditor's report to the public bodies within 30 days of receipt.

**4.3 OCC Operating Deficits and Participation in Dispute Resolution**

4.3.1 VDF, through its Board, may object to any projected OCC Operating Deficit as provided in the IGA and may participate in the Dispute Resolution process established in the IGA in the manner provided for herein below.

**5. CONFORMANCE OF ARTICLES OF INCORPORATION AND BYLAWS AND DISSOLUTION OF PRIVATE ENTITIES**

5.1 **Conformance of Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of VDF shall, at all times during the term of this Agreement, conform to Sections 3, 4, and 5 of this Agreement.

**5.2 Dissolution of Private Entities**

5.2.1 Approval of Successor/Assign. In the event of a successor-in-interest to a Private Entity or assignment of the rights and obligations of a Private Entity pursuant to this Agreement, any such assignment or succession shall be considered null and void unless approved in writing by two of the Public Bodies and a majority of the remaining Private Entities. For purposes of this Agreement, the addition or deletion of members of NCR shall not be considered an assignment. A change in the constituent companies or members of a Private Entity shall under no circumstances, however, be deemed to be an assignment or change in interest requiring such approval.

5.2.2 Approval. In the event of the dissolution of a Private Entity, or a Private Entity ceases to do business, or an assignment or successor is not approved, then the remaining Private Entities shall follow the notice and other requirements for special meetings of members as set forth in ORS Chapter 65. Each Private Entity shall have one vote for this purpose only. Two (2) votes shall be considered a quorum for purposes of a meeting and affirmative action. The affected Private Entity shall be allowed to participate and vote. The Private Entities shall agree regarding the appointment of the board of directors seats filled by persons nominated by the dissolving Private Entity without the participation of the Public Bodies.

### 5.3 Powers and Duties of Public Bodies

#### 5.3.1 The Public Bodies may confirm and remove Board Members.

5.3.1.1 Confirmation and nomination of private entity Board Members.

5.3.1.2 Removal of Members. Each of the Public Bodies will only refuse to appoint and confirm nominees submitted by the Board submitted by the private entities for "good cause." "Good cause" exists when the appointee fails to meet the qualifications provided for above, or when the appointee:

5.3.1.2.1 Has been convicted of any felony, or a misdemeanor related to the duties of a Board Member; or

5.3.1.2.2 For demonstrated actions or failures to act that bring serious questions regarding the ethical or legal integrity of the appointee's ability to perform the duties of a Board Member.

5.3.1.3 Public Bodies may remove any public Board Member they appoint and remove any Board Member nominated by a private entity subject to the Public Body's appointment and confirmation authority for any grounds which would be "good cause" for not confirming the appointment or for habitual absence from meetings of the VDF Board.

5.3.1.4 The Public Bodies will allow the VDF to participate in any matter submitted to the Dispute Resolution Committee ("DRC") pursuant to the IGA. VDF participation will be as follows:

5.3.1.4.1 The Public Body initiating the Dispute Resolution process will give notice of any matter submitted to the DRC by giving written notice to the VDF to each member of the VDF Board at the same time and in the same manner as is required under the IGA for the initiation of the Dispute Resolution process.

5.3.1.4.2 When the DRC is convened the Multnomah County Executive shall give notice of all meetings of the DRC to the VDF and its Board Members. The VDF may submit written material to the DRC regarding its views on the matter, and may through a Board Member or other representative be selected by the

Board participate in the meetings of the DRC. The VDF representative will not be a voting member of the DRC.

5.3.1.5 METRO, City and County shall not modify nor amend the IGA without first giving sixty (60) days' advance written notice to VDF. Any such notice shall include an explanation with reasonable particularity of the proposed modification or amendment and, if available, a copy of the proposed modification or amendment.

**5.4 Metro Obligations and Powers**

5.4.1 Metro will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.

5.4.2 Metro will give written notice to VDF and each of its Board Members of any request for funds from the Visitor Facilities Trust Account pursuant to the IGA for any annual projected OCC operating deficit.

**5.5 County Obligations and Powers**

5.5.1 County will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.

5.5.2 County will make payments to the VDF as provided for in the IGA. In so doing, County will act in its capacity as Trustee as specified in the IGA.

**5.6 City Obligations and Powers**

5.6.1 City will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.

5.6.2 City shall not issue the Civic Stadium Bonds except as provided for in Exhibit C.

5.6.3 City Representations. Any representations made by City in connection with the issuance of the Bonds that discuss or refer to projections of income to be raised by the tax increases or rental income provided in the Visitor Facilities Intergovernmental Agreement will make it clear that those projections are not based upon and do not rely upon information provided by either the vehicle rental or transient lodging industries, except to the extent that the County tax records include such information.

5.6.4 City will make payments to the VDF equal to the amount utilized to pay Civic Stadium debt service derived from transient lodging taxes collected in the East County Cities as provided for in Section III (E) of the IGA.

The payment amount will be calculated in the manner provided in Exhibit E.

**6. AMENDMENT**

No amendment, change, or modification of this Agreement shall be valid unless in writing and agreed to by all of the parties hereto.

**7. TERM**

This Agreement shall commence on the first day following the effective date of the County's ordinance authorizing the 2.5% increase in the transient lodging tax and vehicle rental tax and its duration shall be perpetual unless terminated as set forth in Section 8. The parties acknowledge, however, that the Charter of the City of Portland limits the duration of the contracts that may be entered by the City (with certain exceptions not applicable here) to 5 years with one 5-year renewal. Therefore, as to the City of Portland, this contract shall extend for 5 years and at the end of that term shall be automatically renewed for an additional 5 years without further action of the parties. If, at the end of each 10-year period, the City Council re-authorizes City participation in this Agreement, the other parties agree to enter into another agreement with the City on the same terms contained in this Agreement, as it may have been amended at that time, for an additional 5-year term, with an additional 5-year renewal. If the City Council does not re-authorize City participation in this Agreement, the Agreement shall continue in effect as to the remaining parties, who shall make such modifications to the Agreement as are required by the fact that the City is no longer a party.

**8. TERMINATION**

- 8.1 **Termination by Agreement.** This Agreement may be terminated by the unanimous agreement of the parties, which agreement shall be in writing and signed by the parties.
- 8.2 **Sunset.** This Agreement shall terminate when the taxes imposed by Multnomah County Ordinance No. MCC 11.401(E) and Ordinance No. MCC 11.301(C) are repealed and there are no Net Revenues, as defined in Exhibit C, to be expended by the VDF.
- 8.3 **Default and Termination.** "Default" means any material breach of a party's obligations under this Agreement, which the defaulting party does not fully cure within sixty (60) days of written receipt of notice thereof. This Agreement may be terminated by the nondefaulting party(ies) by written notice of termination specifying the reason for such termination and a termination date. Such termination shall become effective upon the sixtieth (60th) day following receipt of written notice by the defaulting party. Termination of this Agreement shall not in any way affect those continuing obligations of the parties pursuant to this Agreement which are specifically stated to survive the termination of this Agreement.

**9. CONDITION PRECEDENT**

This Agreement is subject to the condition precedent that Multnomah County enact Ordinance No. MCC 11.401(E) and Ordinance No. MCC 11.301(C), and such ordinances become law.

**10. MEDIATION AND ARBITRATION**

**10.1 Arbitration and Mediation in Lieu of Litigation.** The parties agree that all claims, controversies or disputes, whether they be statutory, contract and/or tort claims between or among the parties hereto which arise out of or are related to this Agreement, or which relate to the formation, interpretation, breach or invalidity of this Agreement, whether arising before, during or after termination, including jurisdiction of the Arbitrator(s) or arbitrability (hereinafter collectively referred to as "Claims"), shall be resolved in accordance with the mediation and arbitration procedures specified herein. The parties shall have in arbitration all remedies for breach of contract provided by Oregon law, including injunctive relief and specific enforcement.

10.1.1 Mediation. All "Claims" defined in the foregoing paragraph shall be submitted to mediation. The parties shall agree to a mediator. If the parties cannot agree as to the selection of a mediator, then either party may request appointment of a mediator from the American Arbitration Association or the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates mediation by filing a claim in accordance with the filing rules of the organization selected. The parties shall share equally the cost of the mediation process.

10.1.2 Arbitration. Any "Claims" that have not been resolved by mediation shall be resolved by compulsory and binding arbitration in accordance with the then-effective Commercial Arbitration Rules of the American Arbitration Association or the then-effective arbitration rules of the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, except that the following shall apply:

10.1.2.1 Every person nominated or recommended to serve as an arbitrator shall be a lawyer who has had experience as an arbitrator for at least ten (10) years and at least ten (10) years' experience as a practicing attorney with expertise in municipal and contract law;

10.1.2.2 If the dispute involves more than \$500,000, or a claim regarding termination for default, three (3) arbitrators

having such qualifications and experience shall be appointed, each of whom shall be selected in the same manner as set forth for the selection of a single arbitrator;

10.1.2.3 The arbitrator(s) shall base the award on this contract and applicable law and judicial precedent and shall accompany their award with a written explanation of the reasons for their award. The arbitration shall be governed by the substantive laws of the State of Oregon applicable to contracts made and to be performed therein.

10.1.2.4 Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties shall share equally the fees and costs charged by the arbitration entity. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award.

10.1.3 Place of Arbitration and Venue. The place of arbitration shall be Portland, Oregon. In the event that this arbitration clause is inapplicable or not enforceable for any reason and either party chooses to file an action or suit, then such action or suit shall be brought and heard in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to the jurisdiction of such court.

## 11. GENERAL PROVISIONS

11.1 **Notice.** Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when sent via overnight air courier or deposited in the United States mail, certified, first-class postage prepaid, addressed to each party at the addresses listed at the end of this Agreement, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. A courtesy copy may be sent by facsimile or electronic means but such notification shall not be deemed lawful "notice" as required hereby.

11.2 **Severability.** Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between

any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but, the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and all other provisions of this Agreement shall remain in full force.

- 11.3 **Neutral Interpretation.** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.
- 11.4 **Waiver.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 11.5 **Time.** TIME IS OF THE ESSENCE with respect to the performance of the duties and obligations of this Agreement.
- 11.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.
- 11.7 **Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the state of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday, or such holiday.
- 11.8 **Attorney Fees.** If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration or other proceeding, the amount of fees shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.
- 11.9 **Successors and Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 11.10 **No Assignment.** This Agreement may not be assigned by operation of law or otherwise. Any attempted assignment in violation hereof shall be null and void.

11.11 **Schedule of Exhibits.** The following exhibits are attached and incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Multnomah County Ordinances Regarding Transient Lodging Tax
B	Multnomah County Ordinances Regarding Vehicle Rental Tax
C	Visitor Facilities Intergovernmental Agreement Statement of Current
D	Intent Calculation of Amount of Civic Stadium Debt Service
E	Derived From East County Cities

11.12 **Entire Agreement.** This Agreement and the exhibits described in Section 11.11 constitute the entire agreement among the parties, integrate all of the terms and conditions mentioned herein or incidental hereto, and supersede all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

This Agreement is executed as of the date year set forth below.

VISITOR DEVELOPMENT FUND, INC.,  
an Oregon nonprofit corporation

By: Joe A. Alessandro  
Date: 4/26/01

METRO, a Metropolitan Service District

By: [Signature]  
Date: \_\_\_\_\_

MULTNOMAH COUNTY, OREGON, a  
Municipal Corporation

By: Bill Farver  
Bill Farver, Interim County Chair

THE CITY OF PORTLAND, a Municipal  
Corporation

By: [Signature]  
Date: \_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 04/26/01  
DEB BOGSTAD, BOARD CLERK

APPROVED AS TO FORM

[Signature]  
CHIEF DEPUTY CITY ATTORNEY

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0111042

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached

Amendment #: \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p style="text-align: center;"><b>AGENDA # <u>R-3</u> DATE <u>04/26/01</u></b></p> <p style="text-align: center;"><b>DEB BOGSTAD, BOARD CLERK</b></p>
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Department: Nondepartmental Division: Chair's Office Date: 04/05/01  
 Originator: Jeff Cogen Phone: 503/988-5834 Bldg/Rm: 503/600  
 Contact: Delma Farrell Phone: 503/988-3953 Bldg/Rm: 503/600

Description of Contract: IGA (Multnomah County, Metro, City of Portland) implementing the 9/14/99 Memorandum of Understanding of by creating a nonprofit entity whose purpose is to administer the expenditure of certain revenues realized from increasing the County transient lodging tax and vehicle rental tax to promote visitor development

RENEWAL:  PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_

CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>City of Portland</u> Address <u>1221 SW 4<sup>th</sup> Room 430</u> <u>Portland OR 97204</u> Contact: <u>Linda Meng</u> Phone <u>503/823-4942</u>	Remittance address _____ (If different) _____
Employer ID# or SS# <u>050-20130</u> Effective Date <u>04/01/2001</u> Termination Date <u>Upon unanimous agreement of all parties</u>	Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>0</u> Total Amt of Previous Amendments \$ <u>0</u> Amount of Amendment \$ <u>0</u> Total Amount of Agreement \$ <u>0</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES:**

Department Manager Bill Farver DATE 4/9/01  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel Thomas Spaulin DATE 4/9/01  
 County Chair Delma Farrell DATE 04/26/01  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

## VISITOR DEVELOPMENT FUND SERVICES AGREEMENT

THIS AGREEMENT is among VISITOR DEVELOPMENT FUND, INC., an Oregon nonprofit corporation ("VDF"); METRO, a metropolitan service district ("METRO"), MULTNOMAH COUNTY, OREGON, a municipal corporation (the "COUNTY"); and CITY OF PORTLAND, a municipal corporation (the "CITY"), who agree as follows:

### RECITALS

WHEREAS, the parties and other entities entered into a Memorandum of Understanding dated September 14, 1999; and

WHEREAS, the Memorandum of Understanding contemplates the creation of a Visitor Development Fund and Visitor Development Fund Board to plan, budget for, and administer the expenditure of certain revenues from the 2.5% increase in the County transient lodging tax and vehicle rental tax for the Purpose as hereinafter defined; and

WHEREAS, the parties enter into this Agreement to implement and otherwise carry out the Memorandum of Understanding; and

WHEREAS, County has adopted ordinances increasing its existing transient lodging tax (Exhibit A) and vehicle rental tax (Exhibit B) and has dedicated the proceeds of the tax increases for visitor facilities and development purposes; and

WHEREAS, County, City, and METRO have entered into an Agreement entitled Visitor Facilities Intergovernmental Agreement (IGA); and

WHEREAS, the County ordinances and the Visitor Facilities Intergovernmental Agreement provide that certain funds collected from the tax increases will be dedicated to visitor development purposes by a nonprofit entity whose board of directors is comprised of representatives of the visitor services industry and government officials; and

WHEREAS, Visitor Development Fund, Inc. (VDF) is a nonprofit corporation with a board of directors comprised of such representatives; and

WHEREAS, County, City, and METRO agree that VDF is a qualified entity capable of carrying out the purposes contemplated by the County ordinances and the Visitor Facilities Intergovernmental

### AGREEMENT

#### 1. DEFINITIONS AND STATEMENT OF INTENT

1.1. **Definitions.** For purposes of this Agreement, the following definitions apply:

1.1.1 "Board" means the board of directors of the Visitor Development Fund, Inc. ("VDF").

- 1.1.2 "Ending Fund Balance" means any balance remaining in the Visitors Facilities Trust Account established pursuant to Section I(D)(4)(k) of the IGA, after making all of the payments required under the IGA, including the payments to the Revenue Stabilization Subaccount.
- 1.1.3 "Intergovernmental Agreement" means that certain agreement among METRO, the COUNTY, and the CITY attached as Exhibit C ("IGA").
- 1.1.4 "Memorandum of Understanding" is that certain non-legally binding writing dated September 14, 1999, among the parties hereto, the Private Entities, the Portland Development Commission, and the TriCounty Metropolitan Transportation District.
- 1.1.5 "Private Entities" means the TRI-COUNTY LODGING ASSOCIATION, INC., an Oregon nonprofit corporation ("TCLA"); NATIONAL CAR RENTAL COMPANIES, a coalition comprising Alamo Rent-A-Car, L.L.C., Avis Rent A Car Corporation, Budget Rent A Car Corporation, Enterprise Rent-A-Car Co., Hertz Corporation, and National Car Rental System, Inc. ("NCR"); CAR AND TRUCK RENTAL AND LEASING ASSOCIATION, an Oregon nonprofit corporation ("CATRALA"); and PORTLAND OREGON VISITORS ASSOCIATION, an Oregon nonprofit corporation ("POVA").
- 1.1.6 "Public Bodies" means the City of Portland, Multnomah County, and METRO.
- 1.1.7 "Purpose" as used in this Agreement means that the expenditures of the allocation of revenues from the 2.5% increase in the Multnomah County transient lodging tax and vehicle rental tax to VDF shall be expended to attract visitors to Portland and Multnomah County that maximize hotel occupancy and vehicle rentals.
- 1.1.8 "Taxes" means the transient lodging tax for visitor facilities imposed by MCC 11.441 (E) and the motor vehicle rental tax for visitor facilities imposed by MCC 11.301(C).
- 1.1.9 "Visitor Development Fund, Inc." (VDF) is an Oregon nonprofit corporation that will apply for exemption pursuant to IRC § 501(c)(6).

## 1.2 Statement Of Intent And Repeal Of Ordinances

- 1.2.1 Statement of Intent. The parties intend that this Agreement is an enforceable contract with respect to the subject matter involved. County, City, and METRO agree to execute the Statement of Current Intent which was attached as Exhibit A to the Memorandum of Understanding and is attached as Exhibit D to this Agreement.

1.2.2 Repeal of Tax. The County shall take all action necessary to terminate the taxes imposed by MCC 11.301(C) and 11.401 (E) upon the earliest of:

1.2.2.1 The date that all of the Bonds are paid or defeased;

1.2.2.2 July 1, 2025, if the Convention Center Completion Bonds have been paid or defeased by that date; or

1.2.2.3 The date that the Convention Center Completion Bonds are paid or defeased if that date is after July 1, 2025.

## 2. VISITOR DEVELOPMENT FUND, INC. AND INCORPORATION

The parties agree that the Visitor Development Fund, Inc. ("VDF") is an Oregon nonprofit corporation, which will apply for exemption from federal and state taxation pursuant to IRC § 501(c)(6).

## 3. VDF BOARD OF DIRECTORS AND OBLIGATIONS OF VDF

During the term of this Agreement, VDF agrees that its articles of incorporation and bylaws will provide for its board of directors to be appointed as follows:

### 3.1 Number, Tenure, and Qualifications

3.1.1 Number. The VDF Board of Directors shall consist of 15 members, as follows: Five (5) members who are representatives of TCLA; two (2) members who are representatives of the NCR and CATRALA; two (2) members who are members of its City Council appointed by the City; two (2) members who are members of the County Commission appointed by the County; two (2) members appointed by METRO who shall be the METRO Executive Officer and the METRO Councilor whose district contains the urban area of Multnomah County east of the City of Portland; and two (2) members appointed by Portland Oregon Visitors Association ("POVA").

3.1.2 Term. The terms of the Board members nominated by the Private Entities shall not expire until the Public Bodies have confirmed the successor board member. The Public Bodies shall confirm any nomination by the Private Entities within sixty (60) days of submission of the nominee(s) to the Public Body.

3.1.3 Qualifications. All nominations by the Private Entities shall meet the criteria set forth in 3.2 and 3.3.

### 3.2 Nominees by Private Entities

- 3.2.1 Nominees by TCLA. TCLA shall nominate as its representatives to the VDF Board of Directors its President, Vice-President, Secretary-Treasurer, and two at-large members, from within Multnomah County. If any of the President, Vice-President, or Secretary-Treasurer are not from within Multnomah County, then TCLA shall nominate alternate members from within the County. One of the at-large members shall be from the urban area of Multnomah County east of the city of Portland.
- 3.2.2 Nominees by NCR and CATRALA. NCR and CATRALA shall each nominate one member from within Multnomah County.
- 3.2.3 Nominees by POVA. POVA shall nominate as its representatives its president and chairperson of the board. If the president and chairperson are not from within Multnomah County, then POVA shall nominate individuals from within Multnomah County.
- 3.2.4 "From Within Multnomah County". "From within Multnomah County" means that the nominee either maintains a business site in Multnomah County or resides in Multnomah County.

### 3.3 Confirmation and Appointment of Nominees

#### 3.3.1 TCLA Nominees

- 3.3.1.1 The COUNTY shall be responsible for confirming the nominations of the President, Vice-President, and Secretary-Treasurer, or alternate nominees.
- 3.3.1.2 The CITY shall be responsible for confirming the nomination of one of the two at-large members.
- 3.3.1.3 METRO shall be responsible for confirming the nomination of the at-large member appointed from the area of Multnomah County east of the City of Portland.
- 3.3.1.4 NCR and CATRALA Nominees. METRO shall be responsible for confirming the nomination of NCR's and CATRALA's members.
- 3.3.1.5 POVA Nominees. The CITY shall be responsible for confirming the two POVA members.

## 4. POWERS AND FUNCTIONS OF THE BOARD

During the term of this Agreement, VDF shall:

**4.1 Powers and Functions.** The Board shall:

4.1.1 Supervise, oversee, and approve expenditures that achieve the Purpose as defined herein;

4.1.2 Formulate and develop programs that will achieve the Purpose as herein defined;

4.1.3 Prepare and submit a budget for approval by the Public Bodies that achieve the Purpose as herein defined and is in a format consistent with the format used by POVA pursuant to its contract with the City;

4.1.3.1 The proposed budget shall include the portion of net revenues, as defined in Exhibit C, allocated to the Visitor Development Fund pursuant to the ordinances and the Intergovernmental Agreement and any anticipated and accumulated Ending Fund Balance.

4.1.3.2 The proposed budget shall be accompanied by an audited report showing the expenditures from the VDF and the Ending Fund Balance for the current fiscal year to date.

4.1.3.3 For the first fiscal year that there exists a sufficient Ending Fund Balance consistent with this Agreement, the Board shall budget up to \$100,000 to contribute to a study of the feasibility of extending the current Fareless Square to the central eastside and the Civic Stadium MAX station, which study shall be conducted jointly by the CITY and the TriCounty Metropolitan Transportation District. The Board shall consider the recommendations resulting from that study.

4.1.3.4 Funds received from the City pursuant to Section III (F) of the IGA will be expended on visitor development projects that benefit the East County Cities.

4.1.3.5 Any proposed budget shall be deemed approved if two of the Public Bodies hereto approve such budget.

4.1.4 The Board shall use the administrative services of POVA, which shall provide such services within POVA's available resources. POVA shall administer the VDF and Ending Fund Balance at the direction and under the supervision of the Board.

**4.2 Audit**

4.2.1 All accounting records and documents, and other such related information

shall be made available for the public bodies' inspection at any time during the term of this Agreement. The Board shall cause an annual financial audit to be performed in accordance with generally accepted accounting standards and shall distribute the annual financial statements together with the auditor's report to the public bodies within 30 days of receipt.

**4.3 OCC Operating Deficits and Participation in Dispute Resolution**

4.3.1 VDF, through its Board, may object to any projected OCC Operating Deficit as provided in the IGA and may participate in the Dispute Resolution process established in the IGA in the manner provided for herein below.

**5. CONFORMANCE OF ARTICLES OF INCORPORATION AND BYLAWS AND DISSOLUTION OF PRIVATE ENTITIES**

5.1 **Conformance of Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of VDF shall, at all times during the term of this Agreement, conform to Sections 3, 4, and 5 of this Agreement.

**5.2 Dissolution of Private Entities**

5.2.1 Approval of Successor/Assign. In the event of a successor-in-interest to a Private Entity or assignment of the rights and obligations of a Private Entity pursuant to this Agreement, any such assignment or succession shall be considered null and void unless approved in writing by two of the Public Bodies and a majority of the remaining Private Entities. For purposes of this Agreement, the addition or deletion of members of NCR shall not be considered an assignment. A change in the constituent companies or members of a Private Entity shall under no circumstances, however, be deemed to be an assignment or change in interest requiring such approval.

5.2.2 Approval. In the event of the dissolution of a Private Entity, or a Private Entity ceases to do business, or an assignment or successor is not approved, then the remaining Private Entities shall follow the notice and other requirements for special meetings of members as set forth in ORS Chapter 65. Each Private Entity shall have one vote for this purpose only. Two (2) votes shall be considered a quorum for purposes of a meeting and affirmative action. The affected Private Entity shall be allowed to participate and vote. The Private Entities shall agree regarding the appointment of the board of directors seats filled by persons nominated by the dissolving Private Entity without the participation of the Public Bodies.

### 5.3 Powers and Duties of Public Bodies

#### 5.3.1 The Public Bodies may confirm and remove Board Members.

- 5.3.1.1 Confirmation and nomination of private entity Board Members.
- 5.3.1.2 Removal of Members. Each of the Public Bodies will only refuse to appoint and confirm nominees submitted by the Board submitted by the private entities for "good cause." "Good cause" exists when the appointee fails to meet the qualifications provided for above, or when the appointee:
  - 5.3.1.2.1 Has been convicted of any felony, or a misdemeanor related to the duties of a Board Member; or
  - 5.3.1.2.2 For demonstrated actions or failures to act that bring serious questions regarding the ethical or legal integrity of the appointee's ability to perform the duties of a Board Member.
- 5.3.1.3 Public Bodies may remove any public Board Member they appoint and remove any Board Member nominated by a private entity subject to the Public Body's appointment and confirmation authority for any grounds which would be "good cause" for not confirming the appointment or for habitual absence from meetings of the VDF Board.
- 5.3.1.4 The Public Bodies will allow the VDF to participate in any matter submitted to the Dispute Resolution Committee ("DRC") pursuant to the IGA. VDF participation will be as follows:
  - 5.3.1.4.1 The Public Body initiating the Dispute Resolution process will give notice of any matter submitted to the DRC by giving written notice to the VDF to each member of the VDF Board at the same time and in the same manner as is required under the IGA for the initiation of the Dispute Resolution process.
  - 5.3.1.4.2 When the DRC is convened the Multnomah County Executive shall give notice of all meetings of the DRC to the VDF and its Board Members. The VDF may submit written material to the DRC regarding its views on the matter, and may through a Board Member or other representative be selected by the

Board participate in the meetings of the DRC. The VDF representative will not be a voting member of the DRC.

5.3.1.5 METRO, City and County shall not modify nor amend the IGA without first giving sixty (60) days' advance written notice to VDF. Any such notice shall include an explanation with reasonable particularity of the proposed modification or amendment and, if available, a copy of the proposed modification or amendment.

**5.4 Metro Obligations and Powers**

- 5.4.1 Metro will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.
- 5.4.2 Metro will give written notice to VDF and each of its Board Members of any request for funds from the Visitor Facilities Trust Account pursuant to the IGA for any annual projected OCC operating deficit.

**5.5 County Obligations and Powers**

- 5.5.1 County will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.
- 5.5.2 County will make payments to the VDF as provided for in the IGA. In so doing, County will act in its capacity as Trustee as specified in the IGA.

**5.6 City Obligations and Powers**

- 5.6.1 City will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.
- 5.6.2 City shall not issue the Civic Stadium Bonds except as provided for in Exhibit C.
- 5.6.3 City Representations. Any representations made by City in connection with the issuance of the Bonds that discuss or refer to projections of income to be raised by the tax increases or rental income provided in the Visitor Facilities Intergovernmental Agreement will make it clear that those projections are not based upon and do not rely upon information provided by either the vehicle rental or transient lodging industries, except to the extent that the County tax records include such information.
- 5.6.4 City will make payments to the VDF equal to the amount utilized to pay Civic Stadium debt service derived from transient lodging taxes collected in the East County Cities as provided for in Section III (E) of the IGA.

The payment amount will be calculated in the manner provided in Exhibit E.

**6. AMENDMENT**

No amendment, change, or modification of this Agreement shall be valid unless in writing and agreed to by all of the parties hereto.

**7. TERM**

This Agreement shall commence on the first day following the effective date of the County's ordinance authorizing the 2.5% increase in the transient lodging tax and vehicle rental tax and its duration shall be perpetual unless terminated as set forth in Section 8. The parties acknowledge, however, that the Charter of the City of Portland limits the duration of the contracts that may be entered by the City (with certain exceptions not applicable here) to 5 years with one 5-year renewal. Therefore, as to the City of Portland, this contract shall extend for 5 years and at the end of that term shall be automatically renewed for an additional 5 years without further action of the parties. If, at the end of each 10-year period, the City Council re-authorizes City participation in this Agreement, the other parties agree to enter into another agreement with the City on the same terms contained in this Agreement, as it may have been amended at that time, for an additional 5-year term, with an additional 5-year renewal. If the City Council does not re-authorize City participation in this Agreement, the Agreement shall continue in effect as to the remaining parties, who shall make such modifications to the Agreement as are required by the fact that the City is no longer a party.

**8. TERMINATION**

**8.1 Termination by Agreement.** This Agreement may be terminated by the unanimous agreement of the parties, which agreement shall be in writing and signed by the parties.

**8.2 Sunset.** This Agreement shall terminate when the taxes imposed by Multnomah County Ordinance No. MCC 11.401(E) and Ordinance No. MCC 11.301(C) are repealed and there are no Net Revenues, as defined in Exhibit C, to be expended by the VDF.

**8.3 Default and Termination.** "Default" means any material breach of a party's obligations under this Agreement, which the defaulting party does not fully cure within sixty (60) days of written receipt of notice thereof. This Agreement may be terminated by the nondefaulting party(ies) by written notice of termination specifying the reason for such termination and a termination date. Such termination shall become effective upon the sixtieth (60th) day following receipt of written notice by the defaulting party. Termination of this Agreement shall not in any way affect those continuing obligations of the parties pursuant to this Agreement which are specifically stated to survive the termination of this Agreement.

**9. CONDITION PRECEDENT**

This Agreement is subject to the condition precedent that Multnomah County enact Ordinance No. MCC 11.401(E) and Ordinance No. MCC 11.301(C), and such ordinances become law.

**10. MEDIATION AND ARBITRATION**

**10.1 Arbitration and Mediation in Lieu of Litigation.** The parties agree that all claims, controversies or disputes, whether they be statutory, contract and/or tort claims between or among the parties hereto which arise out of or are related to this Agreement, or which relate to the formation, interpretation, breach or invalidity of this Agreement, whether arising before, during or after termination, including jurisdiction of the Arbitrator(s) or arbitrability (hereinafter collectively referred to as "Claims"), shall be resolved in accordance with the mediation and arbitration procedures specified herein. The parties shall have in arbitration all remedies for breach of contract provided by Oregon law, including injunctive relief and specific enforcement.

**10.1.1 Mediation.** All "Claims" defined in the foregoing paragraph shall be submitted to mediation. The parties shall agree to a mediator. If the parties cannot agree as to the selection of a mediator, then either party may request appointment of a mediator from the American Arbitration Association or the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates mediation by filing a claim in accordance with the filing rules of the organization selected. The parties shall share equally the cost of the mediation process.

**10.1.2 Arbitration.** Any "Claims" that have not been resolved by mediation shall be resolved by compulsory and binding arbitration in accordance with the then-effective Commercial Arbitration Rules of the American Arbitration Association or the then-effective arbitration rules of the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, except that the following shall apply:

**10.1.2.1** Every person nominated or recommended to serve as an arbitrator shall be a lawyer who has had experience as an arbitrator for at least ten (10) years and at least ten (10) years' experience as a practicing attorney with expertise in municipal and contract law;

**10.1.2.2** If the dispute involves more than \$500,000, or a claim regarding termination for default, three (3) arbitrators

having such qualifications and experience shall be appointed, each of whom shall be selected in the same manner as set forth for the selection of a single arbitrator;

10.1.2.3 The arbitrator(s) shall base the award on this contract and applicable law and judicial precedent and shall accompany their award with a written explanation of the reasons for their award. The arbitration shall be governed by the substantive laws of the State of Oregon applicable to contracts made and to be performed therein.

10.1.2.4 Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties shall share equally the fees and costs charged by the arbitration entity. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award.

10.1.3 Place of Arbitration and Venue. The place of arbitration shall be Portland, Oregon. In the event that this arbitration clause is inapplicable or not enforceable for any reason and either party chooses to file an action or suit, then such action or suit shall be brought and heard in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to the jurisdiction of such court.

## 11. GENERAL PROVISIONS

11.1 **Notice.** Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when sent via overnight air courier or deposited in the United States mail, certified, first-class postage prepaid, addressed to each party at the addresses listed at the end of this Agreement, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. A courtesy copy may be sent by facsimile or electronic means but such notification shall not be deemed lawful "notice" as required hereby.

11.2 **Severability.** Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between

any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but, the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and all other provisions of this Agreement shall remain in full force.

- 11.3 **Neutral Interpretation.** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.
- 11.4 **Waiver.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 11.5 **Time.** TIME IS OF THE ESSENCE with respect to the performance of the duties and obligations of this Agreement.
- 11.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.
- 11.7 **Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the state of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday, or such holiday.
- 11.8 **Attorney Fees.** If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration or other proceeding, the amount of fees shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.
- 11.9 **Successors and Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 11.10 **No Assignment.** This Agreement may not be assigned by operation of law or otherwise. Any attempted assignment in violation hereof shall be null and void.

11.11 **Schedule of Exhibits.** The following exhibits are attached and incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Multnomah County Ordinances Regarding Transient Lodging Tax
B	Multnomah County Ordinances Regarding Vehicle Rental Tax
C	Visitor Facilities Intergovernmental Agreement Statement of Current
D	Intent Calculation of Amount of Civic Stadium Debt Service
E	Derived From East County Cities

11.12 **Entire Agreement.** This Agreement and the exhibits described in Section 11.11 constitute the entire agreement among the parties, integrate all of the terms and conditions mentioned herein or incidental hereto, and supersede all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

This Agreement is executed as of the date year set forth below.

VISITOR DEVELOPMENT FUND, INC.,  
an Oregon nonprofit corporation

By: *Joe Alessandro*  
Date: 4/26/01

**METRO**, a Metropolitan Service District

By: *[Signature]*  
Date: \_\_\_\_\_

**MULTNOMAH COUNTY, OREGON**, a  
Municipal Corporation

By: *Bill Farver*  
**Bill Farver, Interim County Chair**

**THE CITY OF PORTLAND**, a Municipal  
Corporation

By: *Vera Katz*  
Date: \_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 04/26/01  
DEB BOGSTAD, BOARD CLERK

APPROVED AS TO FORM  
*[Signature]*  
CHIEF DEPUTY CITY ATTORNEY

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

ORDINANCE NO. 941

Amending MCC 11.400-11.499, increasing the Transient Lodging Tax for Visitor Facilities

The Multnomah County Board of Commissioners Finds:

- a. Ordinance 56 effective July 15, 1972 imposes a 5% transient lodging tax and allocates all revenues to the County general fund.
- b. The voters adopted Ordinance 171 effective January 1, 1979 that imposes a 1% surcharge tax dedicated to promote county convention business and tourism.
- c. Ordinance 488 effective April 1, 1986 raises the transient lodging tax to 8% from the original 5%. It imposes an additional 3% tax allocated to a Convention and Trade Show Center Special Fund, and authorizes uses for the fund.
- d. Ordinance 501 also effective April 1, 1986 defined "lead agency" as the governmental unit with authority to seek voter approval of general obligation bonds that formally declared its intent to build and operate a convention center. It authorized the lead agency to make expenditures from the fund only for construction and operation of the center.
- e. Under a June 24, 1986 intergovernmental agreement between the County and Metro, Metro became the lead agency under the County code. The County agreed to pay to Metro the 3% lodging tax revenues, and Metro agreed to spend them for the purposes listed in the County transient lodging tax code.
- f. Ordinance 569 effective February 28, 1988 amended the code to permit the lead agency to spend \$70,000 from the fund for the 1988 International Association of Chiefs of Police Convention.
- g. Ordinance 593 effective October 29, 1988 amended the code to add two exemptions from the tax and other technical changes.
- h. Ordinance 790 effective July 16, 1994 amended the code to authorize fund expenditures of \$600,000 per year for three years for operation of the Portland Center for the Performing Arts, and \$100,000 per year for three years for the Metropolitan Arts Commission. It also changed the definition of lead agency to Metro.
- i. Ordinance 811 effective January 26, 1995 amended the code to substitute the Regional Arts and Culture Council for the Metropolitan Arts Commission.

- j. Ordinance 845 adopted March 14, 1996 amended the code to permit Metro to spend \$9,000,000 for construction of a new exhibit hall at the Portland Exposition Center.
- k. Ordinance 870 adopted January 2, 1997 amended the code to rename the fund the Transient Lodging Tax Fund. It defines "facilities" to include the Portland Center for the Performing Art, the Exposition Center, the Civic Stadium and neighborhood arts programs as well as the Oregon Convention Center. It deleted the term "lead agency." Beginning fiscal year 1997-98, it authorizes yearly payments of \$3,800,000 to the Oregon Convention Center, \$1,200,000 to the Portland Center for the Performing Arts, and \$200,000 for cultural tourism. The payments increase for inflation. Also authorized is a yearly payment of up to \$200,000 to the Regional Arts and Culture Council. The ordinance provides for review of those amounts by the Board every five years.
- l. Ordinance 893 adopted December 18, 1997 amended the code to impose an additional 0.5% transient lodging tax to be allocated to an Oregon Convention Center Completion Fund. This tax did not take effect because in November 1998 voters did not approve general obligation bonds to finance completion of the center.
- m. The County has approved a September 14, 1999 Memorandum of Understanding relating to the expansion of the Oregon Convention Center, improvements to the Portland Center for the Performing Arts and Civic Stadium, and enhancements to the county visitor industry. The County has agreed to amend its code to impose a 2.5% surcharge transient lodging tax and a 2.5% surcharge motor vehicle rental tax to fund these activities.

Multnomah County Ordains as follows:

Section 1. MCC §§ 11.402 and 11.421 are repealed and MCC §§ 11.400-11.499 are amended to read as follows:

***TRANSIENT LODGINGS TAX***

**§ 11.400 Definitions.**

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

***ACCRUAL ACCOUNTING.*** An accounting method where the operator enters the rent due from a transient on the records when the rent is earned, whether or not it is paid.

***ADMINISTRATIVE FEE.*** The County Trust Account Fee that is the Indirect Flow-Through Rate that is published annually in the County Indirect Cost Rates and Countywide Cost Allocation Plan and charged to internal accounts.

**BONDS.** *Collectively, the Convention Center Completion Bonds, the Civic Stadium Bonds and the Portland Center for Performing Arts (PCPA) Bonds.*

**CASH ACCOUNTING.** *An accounting method where the operator does not enter the rent due from a transient on the records until rent is paid.*

**CIVIC STADIUM BONDS.** *Bonds or other obligations issued by the City of Portland (City) to fund Civic Stadium improvements in an amount not to exceed \$33,000,000 and any bonds issued to refund those bonds.*

**CONVENTION CENTER COMPLETION BONDS.** *Bonds or other obligations issued by the City to fund the Convention Center Completion Project in an amount not to exceed \$100,000,000 and any bonds issued to refund those bonds.*

**CONVENTION CENTER COMPLETION PROJECT.** *The expansion of the Oregon Convention Center (OCC) facilities to include approximately 115,000 square feet of exhibit space, a 35,000 square foot ballroom, 40 meeting rooms, 35,000 square feet of lobby space, a 1,350 space parking garage and 10 loading docks.*

**CPI.** *The annual average percent change in the Portland Salem OR-WA CPI-U as issued by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month calendar year period, or a comparable measure of price change if this index is not available.*

**CULTURAL TOURISM.** *A program or programs to attract visitors to the Portland area to attend cultural and recreational events and exhibits.*

**FACILITIES.** *The Oregon Convention Center, the Portland Center for the Performing Arts, the Exposition Center, and neighborhood arts programs.*

**HOTEL.** *Any structure, or any portion of any structure that is occupied or intended or designed for transient occupancy for 30 days or less for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, and also includes space in mobile home or trailer parks, or similar structure or space if occupancy is for less than a 30-day period.*

**NEIGHBORHOOD ARTS.** *Arts programs aimed at increased community and educational exposure to arts and involvement in artistic endeavors to enhance the quality of life in the region thus increasing tourism and increasing support for cultural programs.*

**NET REVENUES.** *The collections (including delinquent interest and penalties) from the 2.5% surcharge transient lodging tax (MCC 11.401(E)), the collections (including delinquent interest and penalties) from the 2.5% surcharge vehicle rental tax (MCC 11.301(C)), and earnings on amounts in the Visitors Fund Trust Account, less the Administrative Fee.*

**OCCUPANCY.** The use or possession, or the right to use or possess for lodging or sleeping purposes any room or rooms in a hotel, or space in a mobile home or trailer park or portion thereof.

**OPERATING EXPENSES.** The total cost of all labor, benefits, overhead, maintenance, materials and services incurred by the operator or operators of the facilities in encouraging attendance, administering, and operating events held in the facilities and in obtaining events to be held there or as part of the neighborhood arts programs.

**OPERATOR.** The person who is proprietor of the hotel in any capacity. Where the operator performs functions through a managing agent of any type or character other than an employee, the managing agent will also be considered an operator for the purposes of this subchapter and will have the same duties and liabilities as the principal. Compliance with the provisions of this subchapter by either the principal or the managing agent is compliance by both.

**PCPA BONDS.** Bonds or other obligations issued by the City to fund capital improvements to the PCPA in an amount not to exceed \$2,100,000, and any bonds issued to refund those bonds.

**RENT.** The consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction.

**RENT PACKAGE PLAN.** The consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this subchapter is the same charge made for rent when not a part of a package plan.

**TAX.** Either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which the operator is required to report collections.

**TAX ADMINISTRATOR.** The Finance Director of the county.

**TRANSIENT.** Any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the hotel will not be included in determining the 30-day period if the transient is not charged rent for that day by the operator. Any such individual occupying space in a hotel will be considered to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than 30 consecutive days. A person who pays for lodging on a monthly basis, irrespective of the number of days in any month, is not considered transient.

**VISITORS FACILITIES TRUST ACCOUNT (VFTA).** The excise tax account created by MCC 11.401(E) to receive and disburse Net Revenues as provided in the Visitor Facilities Intergovernmental Agreement.

§ 11.401 Tax Imposed.

(A) For the privilege of occupancy in any hotel in the county, each transient shall pay a tax of 11.5% of the rent charged by the operator. The tax constitutes a debt owed by the transient to the county that is extinguished only by payment by the operator to the county. The transient will pay the tax to the operator of the hotel at the time the rent is paid. The operator will record the tax when rent is collected if the operator keeps records on the cash accounting basis, and when earned if the operator keeps records on the accrual accounting basis. If rent is paid in installments, the transient will pay a proportionate share of the tax to the operator with each installment. In all cases the rent paid or charged for occupancy will exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations and space occupancy in mobile home parks or trailer parks. After deductions for administration costs and any refunds or credits authorized by this subchapter the proceeds of the tax will be allocated as provided for in subsections (A), (B), (C), (D) and (E) of this section.

(B) The base rate of the tax imposed by subsection (A) is equal to 5%. It will be allocated to the county general fund, and is available for general fund expenditures.

(C) A surcharge rate of the tax imposed by subsection (A) is equal to 1% and will be used exclusively for contracting with private organizations for the promotion, solicitation, procurement and service of county convention business and tourism.

(D) A surcharge rate of the tax imposed by subsection (A) is equal to 3% and will be allocated to the Excise Tax Fund.

(1) Before paying the tax imposed by subsection (D), as required by § 11.407, the operator may deduct an amount equal to 5% of that portion of the tax that is allocated to the Excise Tax Fund. This 5% may be retained by the operator as reimbursement for the operator's expenses in collecting the tax.

(2) The county will pay from the proceeds of the tax that is allocated to the Excise Tax Fund:

(a) To Metro, for the operation of the Oregon Convention Center, \$3,800,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the greater of the change in the CPI or the overall change in the proceeds of the tax. If the overall increase in the proceeds of the tax in any given year exceeds 7%, any additional funds beyond the 7% increase will be allocated as specified in subsection (e) of subsection (D). *Metro may also utilize the proceeds to pay debt service on Bonds issued for the purpose of making capital improvements to the Oregon Convention Center.*

(b) To the government entity responsible for the operation of the Portland Center for the Performing Arts, \$1,200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax.

(c) To the government entity responsible for operating the Portland Center for the Performing Arts for a program or programs for cultural tourism, to be administered through a contract with the Portland Oregon Visitor's Association, and in collaboration with the Regional Arts and Culture Council, \$200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax;

(d) To the Regional Arts and Culture Council, any remaining balance up to \$200,000 of the proceeds of the tax after the payments in subsections (a) through (c) are made, to be allocated as follows:

1. \$100,000 for neighborhood arts;
2. \$100,000 to broaden participation in and visitors to the region's cultural and artistic assets by residents of outlying areas of the greater Portland metropolitan region.

(e) To Metro for any remaining balance of the proceeds from the tax after the payments in subsections (a) through (e) are made will be allocated towards replacement, renewal, expansion, and other capital needs of the facilities managed by Metro, on an as-needed basis to be determined by Metro.

(3) Earnings on proceeds allocated to the Excise Tax Fund will be credited to the Excise Tax Fund.

(4) The amounts specified in subsection (2) above are subject to review by the Board every five years.

(5) The tax imposed by subsection (D) is separate and independent of the tax imposed by subsection (C). Nothing in this subsection (D) modifies the 1% tax provided for by subsection (C).

*(E) A surcharge rate of the tax imposed by subsection (A) is equal to 2.5% and will be allocated to the VFTA that is separate from the Excise Tax Fund. This 2.5% surcharge will terminate if the 2.5% motor vehicle rental tax surcharge imposed by MCC 11.301(C) is terminated before issuance of the Bonds.*

*(1) Before paying the tax imposed by subsection (E) as required by § 11.407, the operator may deduct an amount equal to 5% of the portion of the tax allocated to VFTA. This 5% may be retained by the operator as reimbursement for expenses for collecting the tax.*

*(2) The tax imposed by subsection (E) is separate and independent of the tax imposed by subsections (C) and (D). Nothing in this subsection modifies the taxes imposed by subsections (C) and (D).*

*(3) In addition to imposing a tax, this subsection (E) specifically authorizes the Board under Home Rule authority to enter into an intergovernmental agreement with the*

City, pledging the County to maintain the tax surcharge to pay the Bonds and other obligations of this subsection (E). Any pledge of tax revenues in such an intergovernmental agreement is binding under ORS 288.594 from April 1, 2000, and as long as the Bonds set out in subsection (E) are outstanding.

(4) Taxes imposed by subsection (E) will be allocated in the following order of priority:

(a) First, to the City in the amount required to pay debt service on the Convention Center Completion Bonds;

(b) Second, to the City in the amount required to pay debt service on the PCPA Bonds;

(c) Third, to the City in the amount, if any, required to pay the remaining debt service on Civic Stadium Bonds after application of Civic Stadium Revenues;

(d) Fourth, to Metro in the amount, if any, required to pay reasonable operating, capital repair and maintenance cost of the OCC in excess of revenues collected by the OCC and the tax received by Metro from subsection (D);

(e) Fifth, to Tri-County Metropolitan Transportation District (Tri-Met), \$300,000 in the fiscal year 2000-01, increased each subsequent fiscal year by the CPI, for costs of extending the fareless square to the Lloyd Center Max station;

(f) Sixth, to the Visitor Development Fund (VDF), \$250,000 in the fiscal year 2000-01, \$500,000 in fiscal year 2001-02, increased each subsequent fiscal year by the CPI, to attract visitors to the county and City that maximize hotel occupancy and vehicle rentals;

(g) Seventh, to Metro for the operator of the PCPA, \$500,000 each fiscal year, increased by the CPI, for costs of PCPA operations;

(h) Eighth, to Metro to pay OCC operating deficits in excess of \$8,840,000 that accumulate during the first six fiscal years (2000-01 through 2005-06) after the effective date of the tax imposed by subsection (E);

(i) Ninth, to a revenue stabilization subaccount sufficient to pay subsection (a) through (h) disbursements for at least one fiscal year, and that may be used to redeem or defease Convention Center Completion Bonds and PCPA Bonds.

(j) Tenth, any subsection (E) taxes remaining after the (a) through (i) payments including subaccounts may be spent according to budgets proposed by the Visitor Development Board.

**§ 11.403 Collection of Tax by Operator.**

(A) Every operator renting rooms or space for lodging or sleeping purposes in this county, the occupancy of which is not exempted under the terms of this subchapter, must collect a tax from the occupant. The tax collected or accrued by the operator constitutes a debt owing by the operator to the county.

(B) In all cases of credit or deferred payment of rent, the payment of tax to the operator may be deferred until the rent is paid, and the operator will not be liable for the tax until credits are paid or deferred payments are made. Adjustments may be made for uncollectable taxes.

(C) The tax administrator will enforce provisions of this subchapter and has the power to adopt rules consistent with this subchapter that aid enforcement.

(D) For rent collected on portions of a dollar, fractions of a penny of tax will not be remitted.

**§ 11.404 Operator's Duties.**

Each operator must collect the tax imposed by this subchapter at the same time the rent is collected from each transient. The amount of tax must be separately stated upon the operator's records and any receipt rendered by the operator. No operator of a hotel will advertise that the tax or any part of the tax will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, when added, any part will be refunded, except as provided by this subchapter.

**§ 11.405 Exemptions.**

No tax imposed by this subchapter will be collected from:

(A) Any occupant for more than 30 successive calendar days;

(B) Any person who pays for lodging on a monthly basis, irrespective of the number of days in any month;

(C) Any occupant whose rent is of a value less than \$2 per day;

(D) Any person who rents a private home, vacation cabin or similar facility from any owner who rents the facility incidentally to the owner's own use of it;

(E) Any federal government employee renting a room for official governmental business; or

(F) Any persons renting and occupying a space in a recreational vehicle park or campground.

§ 11.406 Registration Of Operator; Certification Of Authority.

(A) Every person engaging or about to engage in business as an operator of a hotel in the county must register with the tax administrator on a form provided by the administrator. Operators starting businesses must register within 15 calendar days after commencing business.

(B) The privilege of registration after the date of imposition of the transient lodgings tax will not relieve any person from the obligation of payment or collection of tax regardless of registration.

(C) Registration must set forth the name under which an operator transacts or intends to transact business, the location of place or places of business and such other information as the tax administrator may require to facilitate the collection of the tax. The operator must sign the registration.

(D) The tax administrator will, within ten days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupant, with a duplicate for each additional place of business of each registrant.

(E) Certificates are not assignable or transferable and must be surrendered immediately to the tax administrator upon the cessation of business at the location named or upon its sale or transfer.

(F) Each certificate and duplicate will state the place of business to which it is applicable and must be prominently displayed to be seen and come to the notice readily of all occupants and persons seeking occupancy.

(G) The certificate will, among other things, state the following:

- (1) The name of the operator;
- (2) The address of the hotel;
- (3) The date upon which the certificate was issued; and
- (4) A notice reading as follows:

This Transient Occupancy Registration Certificate signifies that the person named has fulfilled the requirements of the Transient Lodgings Tax Ordinance of Multnomah County, Oregon, by the registration with the tax administrator to collect from transients the county lodgings tax. This certificate does not authorize any person to conduct any business or operate a hotel without strictly complying with all applicable laws, including those requiring any other county permit. This certificate is not a permit.

**§ 11.407 Due Date; Returns And Payments.**

(A) The transient must pay the tax imposed by this subchapter to the operator at the time that the rent is paid. All taxes collected by any operator are due and payable to the tax administrator on a quarterly basis on the fifteenth day of the following month for the preceding three months, and are delinquent on the last day of the month in which they are due. The tax administrator has authority to classify or district the operators for determination of applicable tax periods, and will notify each operator of the due and delinquent dates for the operator's returns. The initial return under this subchapter may be for less than the three months preceding the due date. Thereafter, returns must be made for the applicable quarterly period.

(B) On or before the fifteenth day of the month following each quarter of collection, a return for the preceding quarter's tax collections must be filed with the tax administrator. The return must be filed in such form as the tax administrator may prescribe by every operator liable for payment of tax.

(C) Returns must show the amount of tax collected or otherwise due for the period. The tax administrator may require returns to show the total rentals upon which tax was collected or otherwise due, the gross receipts of the operator for the period, and an explanation of any discrepancy between those amounts and the rents exempt, if any.

(D) The person required to file the return must deliver the return, together with the remittance of the amount of the tax due, to the tax administrator, either by personal delivery or by mail. If the return is mailed, the postmark will be considered the date of delivery for determining delinquencies.

(E) For good cause, the tax administrator may extend for up to one month the time for making any return or payment of tax. No further extension will be granted. Any operator to whom an extension is granted must pay interest at the rate of 1% per month on the amount of tax due without proration for a fraction of a month. If a return is not filed and the tax and interest due is not paid by the end of the extension granted, the interest will become part of the tax for computation of penalties described in § 11.420.

(F) If the tax administrator considers it necessary to insure payment or facilitate collection by the county of the amount of taxes in any individual case, the tax administrator may require returns and payment of the amount of taxes for other than quarterly periods.

**§ 11.408 Tax Deficiency Determination.**

(A) The tax administrator may compute and determine the amount required to be paid upon the facts contained in the return, or other information. One or more deficiency determinations may be made of the amount due for one, or more than one period. The amount so determined is due and payable immediately upon service of notice, after which the amount determined is delinquent. Penalties on deficiencies will be applied under § 11.420.

(B) In making a determination, the tax administrator may offset overpayments for previous periods, against any underpayment for subsequent periods, or against penalties and interest on the underpayments. The interest on underpayments will be computed under § 11.420.

(C) The tax administrator will give to the operator or occupant a written notice. The notice may be served personally or by mail. If by mail, the notice will be addressed to the operator as it appears on the records of the tax administrator. In case of service by mail of any notice required by this subchapter, the service is complete at the time of deposit in the United States post office.

(D) Except in the case of fraud or intent to evade this subchapter or applicable rules, every deficiency determination will be made and notice mailed within three years after the last day of the month following the close of the quarterly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period expires later.

(E) Any determination will become due and payable immediately upon receipt of notice and becomes final within ten days after the tax administrator has given notice. The operator may petition for redetermination if the petition is filed before the determination becomes final.

#### § 11.409 Fraud; Refusal To Collect; Evasion.

If any operator fails or refuses to collect the tax or to make within the time provided in this subchapter any report and remittance of the tax required by this subchapter, or makes a fraudulent return or otherwise willfully attempts to evade this subchapter, the tax administrator will obtain facts and information for an estimate of the tax due. The tax administrator will determine and assess against the operator the tax, interest and penalties provided by this subchapter. The tax administrator will give a notice as provided in § 11.408 of the amount assessed. The determination and notice will be made and mailed within three years after discovery by the tax administrator of any fraud, intent to evade or failure or refusal to collect the tax, or failure to file a return. Any determination becomes due and payable immediately upon receipt of notice and becomes final within ten days after the tax administrator has given notice. The operator may petition for redemption and refund if the petition is filed before the determination becomes final.

#### § 11.410 Operator Delay.

If the tax administrator believes that the collection of any tax required to be collected and paid to the county will be jeopardized by delay, or if any determination will be jeopardized by delay, the tax administrator may determine the amount of tax required to be collected. The amount so determined will be immediately due and payable, and the operator must immediately pay the determination to the tax administrator after service of notice. The operator may petition, after payment has been made, for redemption and refund of the determination, if the petition is filed within ten days from the date of service of notice by the tax administrator.

§ 11.411 Redeterminations.

(A) Any person against whom a determination is made under §§ 11.408 through 11.410 or any person directly interested may petition for a redetermination within the time required in §§ 11.408 through 11.410. If a petition for redetermination is not filed within that time, the determination becomes final at the expiration of the allowable time.

(B) If a petition for redetermination is filed within the allowable period, the tax administrator will reconsider the determination, and, if the petition requests, grant an oral hearing and give ten days' notice of the time and place of the hearing. The tax administrator may continue the hearing from time to time as may be necessary.

(C) The tax administrator may decrease or increase the amount of the determination because of the hearing and if an increase is determined the increase will be payable immediately after the hearing.

(D) The order or decision of the tax administrator upon a petition for redetermination becomes final ten days after service upon the petitioner of notice, unless appeal of the order or decision is filed with the tax administrator within the ten days after service of notice.

(E) No petition for redetermination or appeal will be effective for any purpose unless the operator has first complied with the payment provisions of this subchapter.

§ 11.412 Security For Collection Of Tax.

(A) The tax administrator may require any operator to deposit security in the form of cash, bond or other security as the tax administrator may determine. The amount of the security will be fixed by the tax administrator but will not be greater than twice the operator's estimated average quarterly liability for the period, determined as the tax administrator considers proper, or \$5,000, whichever is less. The amount of the security may be increased or decreased by the tax administrator subject to the limitations of this subsection.

(B) At any time within three years after any tax required to be collected becomes due and payable or at any time within three years after any determination becomes final, the tax administrator may bring an action in the courts of this state, or any other state, or of the United States in the name of the county to collect the amount delinquent together with penalties and interest.

**§ 11.413 Records Maintained By Operator; Administrator Examination.**

(A) Every operator must keep guest records of room sales and accounting books and records of the room sales. The operator must retain all records for a period of three years and six months after they are created.

(B) The tax administrator may examine during normal business hours the books, papers and accounting records relating to room sales of any operator, after notification to the operator liable for the tax. The tax administrator may investigate the business of the operator in order to verify the accuracy of any return made, or if the operator makes no return, to ascertain and determine the amount required to be paid.

**§ 11.414 Confidential Character Of Information; Disclosure Prohibited.**

It is unlawful for the tax administrator or any person having an administrative or clerical duty under this subchapter to make known in any manner the business affairs, operations or information obtained by an investigation of records and equipment of any person required to obtain a transient occupancy registration certificate or pay a transient occupancy tax, or the amount or source of income, profits, losses, expenditures or to permit any statement, application, or other private record to be seen or examined by any person. Nothing in this section will prevent:

(A) The disclosure to, or the examination of records and equipment to another county official, employee or agent for collection of taxes for the purpose of administering or enforcing this subchapter, including the collection of taxes.

(B) The disclosure, after the filing of a written request to that effect, to the taxpayer, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, of information as to any paid tax, any unpaid tax or amount of tax required to be collected, or interest, and penalties. The District Attorney must approve each disclosure and the tax administrator may refuse to make any disclosure when the public interest would suffer.

(C) The disclosure of the names and addresses of any persons to whom transient occupancy registration certificates have been issued.

(D) The disclosure of general statistics regarding taxes collected or business activity.

**§ 11.415 Appeals To Board.**

Any person aggrieved by any decision of the tax administrator may appeal to the Board by filing a notice of appeal with the tax administrator within ten days of the serving or the mailing of the notice of the decision given by the tax administrator. The tax administrator will transmit the notice of appeal, together with the file of the appealed matter to the Chair, who will fix a time and place for hearing the appeal from the decision. The Chair will give the appellant not less than ten days' prior written notice of the time and place of hearing on the appealed matter.

**§ 11.416 Refunds By County To Operator.**

When any tax, penalty or interest is erroneously paid, it may be refunded. A verified claim in writing, stating the specific reason for the claim must be filed with the tax administrator within three years from the date of payment. The claim must be made on forms provided by the tax administrator. If the tax administrator approves the claim, the excess amount collected or paid may be refunded or may be credited on any amounts then due from the operator and the balance may be refunded to the operator.

**§ 11.417 Refunds By County To Transient.**

When the tax required by this subchapter is collected by the operator and deposited with the tax administrator and is later determined erroneously paid, it may be refunded by the tax administrator to the transient. A verified claim in writing, stating the specific reason for the claim must be filed with the tax administrator within three years from the date of payment.

**§ 11.418 Refunds By Operator To Tenant.**

When the tax required by this subchapter is collected by the operator and it is later determined that the tenant occupies the hotel for a period exceeding 30 days without interruption, the operator must refund to the tenant the tax collected. The operator must account for the collection and refund to the tax administrator. If the operator remits the tax before refund or credit to the tenant, the operator is entitled to a corresponding refund under § 11.416.

§ 11.419 Credit Against City Tax.

(A) Any person subject to the payment or collection of the 11.401(B) 5% base tax and the 11.401(C) 1% surcharge is entitled to a credit against the payment of the tax in the amount due any city within the county for a transient lodgings tax for the same occupancy.

(B) No person subject to the surcharge taxes imposed by 11.401(D) and 11.401(E) is entitled to a credit against the payment of those taxes. The 3% surcharge imposed by 11.401(D) and the 2.5% surcharge imposed by 11.401(E) are due and payable in accordance with this subchapter regardless of the amount due any city within the county for a transient lodging tax for the same occupancy made taxable under this subchapter.

§ 11.420 Delinquency And Interest.

(A) Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this subchapter prior to delinquency must pay a penalty of 10% of the amount of the tax due in addition to the amount of the tax.

(B) Any operator who has not been granted an extension of time for remittance of tax due and who fails to pay any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent must pay a second delinquency penalty of 15% of the amount of the tax due plus the amount of the tax and the 10% penalty first imposed.

(C) If the tax administrator determines that the nonpayment of any remittance due under this subchapter is due to fraud or intent to evade, a penalty of 25% of the amount of the tax will be added to the penalties stated in divisions (A) and (B) of this section.

(D) In addition to the penalties imposed, any operator who fails to remit any tax imposed by this subchapter must pay interest at the rate of 0.5% per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date the remittance first became delinquent until paid.

(E) Every penalty imposed and interest under this section is merged with and becomes part of the tax required to be paid.

(F) Any operator who fails to remit the tax levied within the time required by this subchapter must pay the penalties. However, the operator may petition the tax administrator for waiver and refund of the penalty or any portion thereof and the tax administrator may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

§ 11.499 Penalty.

Any operator or other person who fails to register as required by this subchapter, or who fails to furnish any return, supplemental return or other data required by this subchapter or by the tax administrator, or, with intent to defeat or evade the determination or any amount due under this subchapter, makes, renders, signs or verifies any false or fraudulent report, commits an offense that is a violation of this subchapter punishable by fine in an amount to be fixed by the court, not exceeding \$500.

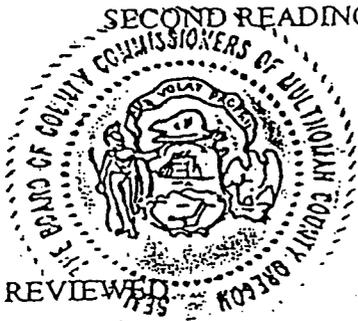
Section 2. This ordinance is effective on April 1, 2000.

FIRST READING:

February 3, 2000

SECOND READING AND ADOPTION:

February 17, 2000



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

Thomas Sponsler  
Thomas Sponsler

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Conforming Amendments MCC §§11.300, 11.304, 11.400 And 11.401 Relating To Visitor Facilities and Declaring an Emergency.

**Multnomah County ordains as follows:**

**Section 1. MCC § 11.300- is amended to read as follows**

**§ 11.300- Definitions.**

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

**CAR SHARING ORGANIZATION.** A profit or non-profit organization with membership requirements that provides the use of motor vehicles exclusively to its members for a fee.

**COMMERCIAL ESTABLISHMENT.** Any person or other entity, any part of whose business consists of providing the use of motor vehicles for a rental fee.

**DIRECTOR.** The Finance Director of the county.

**DOING BUSINESS IN THE COUNTY.** Any of the following conduct by a commercial establishment whose business address is within or outside the county:

- (1) Delivery of a rented vehicle to a location within the county for use by a person within the county; or
- (2) Presenting for execution within the county by any person a car rental agreement.

**EXEMPTION AREA.** Multnomah, Washington and Clackamas Counties.

**MOTOR VEHICLE.** Without limitation, automobiles, trucks having a manufacturer's gross vehicle weight not exceeding 24,000 pounds, motor homes, motorcycles, pickup campers and any motorized passenger vehicles designed to carry fewer than ten persons, which are capable of being used on the highways of the state.

**REGIONAL CHILDREN'S CAMPUS (RCC) BONDS AND PARITY OBLIGATIONS.** (a) County Revenue Bonds, Series 1998 (Regional Children's Campus, Inc.) that are dated October 1, 1998, (b) Motor Vehicle Rental Tax Revenue Bonds, Series 2000A and 2000B dated November 1, 2000, (c) any obligations issued to refund obligations described in clause (a) or (b) of this definition.

**RENTAL FEE.** The gross fee and charges, whatever the basis of their calculation, paid to a commercial establishment by any person for the rental of a motor vehicle.

**RENTAL** or **RENTING**. Obtaining in the county the use of a motor vehicle from a commercial establishment in the county for a rental fee, and includes all services, supplies and commodities furnished by the commercial establishment in connection with providing the use of the vehicle, but does not include leasing or other transactions where title of a motor vehicle is permanently or temporarily transferred from the commercial establishment to any other person or entity.

**YEAR ONE**. Fiscal Year 2000-2001.

**Section 2. MCC § 11.304 is amended to read as follows**

**§ 11.304 Use Of Taxes.**

(A) The 10% base taxes collected under this subchapter are general fund revenues of the county, except that the portion of taxes attributable to gasoline sales are subject to the limitations on use prescribed by the constitution and laws of the state.

(B) The base taxes, and to the extent necessary also surcharge taxes, will be used by the County to pay any debt service on the RCC Bonds and Parity Obligations. All 2.5% surcharge taxes collected under this subchapter not needed for that purpose will be deposited in the Visitors Facilities Trust Account (VFTA) created by 11.401(E) and allocated as provided by 11.401(E)(4). The Board is authorized under Home Rule authority to enter an intergovernmental agreement with the City of Portland to pledge the County to maintain this surcharge to pay the bonds and other obligations identified in 11.401(E). Such pledge is binding under ORS 288.594 from April 1, 2000 as long as the 11.401(E) bonds are outstanding.

**Section 3. MCC § 11.400- is amended to read as follows**

**§ 11.400- Definitions.**

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

**ACCRUAL ACCOUNTING**. An accounting method where the operator enters the rent due from a transient on the records when the rent is earned, whether or not it is paid.

**ADMINISTRATIVE FEE**. The County Trust Account Fee that is the Indirect Flow-Through Rate that is published annually in the County Indirect Cost Rates and Countywide Cost Allocation Plan and charged to internal accounts.

**BONDS**. Collectively, the Convention Center Completion Bonds, the Civic Stadium Bonds and the Portland Center for Performing Arts (PCPA) Bonds.

**CASH ACCOUNTING**. An accounting method where the operator does not enter the rent due from a transient on the records until rent is paid.

**CIVIC STADIUM BONDS**. Bonds or other obligations issued by the City of Portland (City) to fund Civic Stadium improvements in an amount not to exceed \$35,000,000 and any bonds issued to refund those bonds.

**CONVENTION CENTER COMPLETION BONDS.** Bonds or other obligations issued by the City to fund the Convention Center Completion Project in an amount not to exceed \$100,000,000 and any bonds issued to refund those bonds.

**CONVENTION CENTER COMPLETION PROJECT.** The expansion of the Oregon Convention Center (OCC) facilities to include approximately 105,000 square feet of exhibit space, a 35,000 square foot ballroom, a total of 40 meeting rooms, 35,000 square feet of lobby space, a 825 space parking garage and 10 loading docks.

**CPI.** The annual average percent change in the Portland Salem OR-WA CPI-U as issued by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month calendar year period, or a comparable measure of price change if this index is not available.

**CULTURAL TOURISM.** A program or programs to attract visitors to the Portland area to attend cultural and recreational events and exhibits.

**FACILITIES.** The Oregon Convention Center, the Portland Center for the Performing Arts, the Exposition Center, and neighborhood arts programs.

**HOTEL.** Any structure, or any portion of any structure that is occupied or intended or designed for transient occupancy for 30 days or less for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, and also includes space in mobile home or trailer parks, or similar structure or space if occupancy is for less than a 30-day period.

**NEIGHBORHOOD ARTS.** Arts programs aimed at increased community and educational exposure to arts and involvement in artistic endeavors to enhance the quality of life in the region thus increasing tourism and increasing support for cultural programs.

**NET REVENUES.** The collections (including delinquent interest and penalties) from the 2.5% surcharge transient lodging tax (MCC § 11.401(E)), the collections (including delinquent interest and penalties) from the 2.5% surcharge vehicle rental tax (MCC § 11.301(C)), and earnings on amounts in the Visitors Fund Trust Account, less the Administrative Fee. Net revenues does not include any amounts required to pay refunds of surcharge taxes, interest, or other charges required by state law, debt service on the Regional Children's Campus Bonds and Parity Obligations.

**OCCUPANCY.** The use or possession, or the right to use or possess for lodging or sleeping purposes any room or rooms in a hotel, or space in a mobile home or trailer park or portion thereof.

**OPERATING EXPENSES.** The total cost of all labor, benefits, overhead, maintenance, materials and services incurred by the operator or operators of the facilities in encouraging attendance, administering, and operating events held in the facilities and in obtaining events to be held there or as part of the neighborhood arts programs.

**OPERATOR.** The person who is proprietor of the hotel in any capacity. Where the operator performs functions through a managing agent of any type or character other than an employee, the managing agent will also be considered an operator for the purposes of this subchapter and will have the same duties and liabilities as the principal. Compliance with the provisions of this subchapter by either the principal or the managing agent is compliance by both.

**PCPA BONDS.** Bonds or other obligations issued by the City to fund capital improvements to the PCPA in an amount not to exceed \$2,100,000, and any bonds issued to refund those bonds.

**RENT.** The consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction.

**RENT PACKAGE PLAN.** The consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this subchapter is the same charge made for rent when not a part of a package plan.

**TAX.** Either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which the operator is required to report collections.

**TAX ADMINISTRATOR.** The Finance Director of the county.

**TRANSIENT.** Any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the hotel will not be included in determining the 30-day period if the transient is not charged rent for that day by the operator. Any such individual occupying space in a hotel will be considered to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than 30 consecutive days. A person who pays for lodging on a monthly basis, irrespective of the number of days in any month, is not considered transient.

**VISITORS FACILITIES TRUST ACCOUNT (VFTA).** The excise tax account created by MCC § 11.401(E) to receive and disburse Net Revenues as provided in the Visitor Facilities Intergovernmental Agreement.

**Section 4. MCC § 11.401 is amended to read as follows**

**§ 11.401 Tax Imposed.**

(A) For the privilege of occupancy in any hotel in the county, each transient shall pay a tax of 11.5% of the rent charged by the operator. The tax constitutes a debt owed by the transient to the county that is extinguished only by payment by the operator to the county. The transient will pay the tax to the operator of the hotel at the time the rent is paid. The operator will record the tax when rent is collected if the operator keeps records on the cash accounting basis, and when earned if the operator keeps records on the accrual accounting basis. If rent is paid in installments, the transient will pay a proportionate share of the tax to the operator with each installment. In all cases the rent paid or charged for occupancy will exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations and space occupancy in mobile home parks or trailer parks. After deductions for administration costs and any refunds or credits authorized by this subchapter the proceeds of the tax will be allocated as provided for in subsections (A), (B), (C), (D) and (E) of this section.

(B) The base rate of the tax imposed by subsection (A) is equal to 5%. It will be allocated to the county general fund, and is available for general fund expenditures.

(C) A surcharge rate of the tax imposed by subsection (A) is equal to 1% and will be used exclusively for contracting with private organizations for the promotion, solicitation, procurement and service of county convention business and tourism.

(D) A surcharge rate of the tax imposed by subsection (A) is equal to 3% and will be allocated to the Excise Tax Fund.

(1) Before paying the tax imposed by subsection (D), as required by § 11.407, the operator may deduct an amount equal to 5% of that portion of the tax that is allocated to the Excise Tax Fund. This 5% may be retained by the operator as reimbursement for the operator's expenses in collecting the tax.

(2) The county will pay from the proceeds of the tax that is allocated to the Excise Tax Fund:

(a) To Metro, for the operation of the Oregon Convention Center, \$3,800,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the greater of the change in the CPI or the overall change in the proceeds of the tax. If the overall increase in the proceeds of the tax in any given year exceeds 7%, any additional funds beyond the 7% increase will be allocated as specified in subsection (e) of subsection (D). Metro may also utilize the proceeds to pay debt service on Bonds issued for the purpose of making capital improvements to the Oregon Convention Center.

(b) To the government entity responsible for the operation of the Portland Center for the Performing Arts, \$1,200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax.

(c) To the government entity responsible for operating the Portland Center for the Performing Arts for a program or programs for cultural tourism, to be administered through a contract with the Portland Oregon Visitor's Association, and in collaboration with the Regional Arts and Culture Council, \$200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax;

(d) To the Regional Arts and Culture Council, any remaining balance up to \$200,000 of the proceeds of the tax after the payments in subsections (a) through (c) are made, to be allocated as follows:

1. \$100,000 for neighborhood arts;
2. \$100,000 to broaden participation in and visitors to the region's cultural and artistic assets by residents of outlying areas of the greater Portland metropolitan region.

(e) To Metro for any remaining balance of the proceeds from the tax after the payments in subsections (a) through (e) are made will be allocated towards replacement, renewal, expansion, and other capital needs of the facilities managed by Metro, on an as-needed basis to be determined by Metro.

(3) Earnings on proceeds allocated to the Excise Tax Fund will be credited to the

Excise Tax Fund.

(4) The amounts specified in subsection (2) above are subject to review by the Board every five years.

(5) The tax imposed by subsection (D) is separate and independent of the tax imposed by subsection (C). Nothing in this subsection (D) modifies the 1% tax provided for by subsection (C).

(E) A surcharge rate of the tax imposed by subsection (A) is equal to 2.5% and will be allocated to the VFTA that is separate from the Excise Tax Fund. This 2.5% surcharge will terminate if the 2.5% motor vehicle rental tax surcharge imposed by § 11.301(C) is terminated before issuance of the Bonds.

(1) Before paying the tax imposed by subsection (E) as required by § 11.407, the operator may deduct an amount equal to 5% of the portion of the tax allocated to VFTA. This 5% may be retained by the operator as reimbursement for expenses for collecting the tax.

(2) The tax imposed by subsection (E) is separate and independent of the tax imposed by subsections (C) and (D). Nothing in this subsection modifies the taxes imposed by subsections (C) and (D).

(3) In addition to imposing a tax, this subsection (E) specifically authorizes the Board under Home Rule authority to enter into an intergovernmental agreement with the City, pledging the County to maintain the tax surcharge to pay the Bonds and other obligations of this subsection (E). Any pledge of tax revenues in such an intergovernmental agreement is binding under ORS 288.594 from April 1, 2000, and as long as the Bonds set out in subsection (E) are outstanding.

(4) Taxes imposed by subsection (E) will be allocated in the following order of priority:

(a) First, to the City in the amount required to pay debt service on the Convention Center Completion Bonds;

(b) Second, to the City in the amount required to pay debt service on the PCPA Bonds;

(c) Third, to the City in the amount, if any, required to pay the remaining debt service on Civic Stadium Bonds after application of Civic Stadium Revenues;

(d) Fourth, to Metro in the amount, if any, required to pay reasonable operating, capital repair and maintenance cost of the OCC in excess of revenues collected by the OCC and the tax received by Metro from subsection (D);

(e) Fifth, to Metro for Convention Center Marketing, \$250,000 in Year One, \$350,000 in the second year, increased for each fiscal year thereafter by the CPI.

(f) Sixth, to Tri-County Metropolitan Transportation District (Tri-Met), \$300,000 in the fiscal year 2000-01, increased each subsequent fiscal year by the CPI, for costs of extending the fareless square to the Lloyd Center Max station;

(g) Seventh, to the Visitor Development Fund (VDF), \$250,000 in the fiscal year 2000-01, \$500,000 in fiscal year 2001-02, increased each subsequent fiscal year by the CPI, to attract visitors to the county and City that maximize hotel occupancy and vehicle rentals;

(h) Eighth, to Metro for the operator of the PCPA, \$250,000 in Year One, \$500,000 in the second year, increased each year thereafter by the CPI, for costs of PCPA operations;

(i) Ninth, to Metro to pay OCC operating deficits in excess of \$8,840,000 that accumulate during the first six fiscal years (2000-01 through 2005-06) after the effective date of the tax imposed by subsection (E);

(j) Tenth, to a revenue stabilization subaccount sufficient to pay subsection (a) through (i) disbursements, and that may be used to redeem or defease Convention Center Completion Bonds and PCPA Bonds.

(k) Eleventh, any subsection (E) taxes remaining after the (a) through (i) payments including subaccounts may be spent according to budgets proposed by the Visitor Development Board.

**Section 5.** This ordinance, being necessary to conform the code to the Visitor Facilities Intergovernmental Agreement with the City of Portland and Metro approved by the Board on January 18, 2001, and for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and this ordinance shall take effect upon its execution by the County Chair, pursuant to section 5.50 of the Charter of Multnomah County.

FIRST READING:

January 18, 2001

SECOND READING AND ADOPTION:

January 25, 2001

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

EXHIBIT B  
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 942

Amending MCC 11.300-11.305, increasing the Motor Vehicle Rental Tax for Visitor Facilities

The Multnomah County Board of Commissioners Finds:

- a. Ordinance 122 imposed a 10% car rental tax effective July 1, 1976. All revenues go to the general fund.
- b. Ordinance 407 adopted December 22, 1983 amended definitions and increased the required license fee from \$2 to \$15.
- c. Ordinance 417 effective May 1, 1984 repealed subsections to avoid possible application to transactions outside of the county.
- d. Ordinance 519 adopted June 19, 1986 amended the definition of "director."
- e. Ordinance 627 adopted August 17, 1989 amended code to exempt replacement vehicle rental by "residents."
- f. Ordinance 849 adopted April 11, 1996 amended code to implement County Auditor suggestions to improve administration of the tax.
- g. Ordinance 934 adopted July 29, 1999 amended the code to exempt vehicles rented from "car sharing organizations."
- h. The County has approved a Memorandum of Understanding relating to the expansion of the Oregon Convention Center, improvements to the Portland Center for the Performing Art and Civic Stadium, and enhancements to the county visitor industry. The County has agreed to amend its code to increase the motor vehicle rental tax and the transient lodging tax to partially fund these activities.

**Multnomah County Ordains as follows:**

**Section 1.** MCC §§ 11.300-11.305 are amended to read as follows:

***MOTOR VEHICLE RENTAL TAX***

**§ 11.300 Definitions.**

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

***CAR SHARING ORGANIZATION.*** A profit or non-profit organization with membership requirements that provides the use of motor vehicles exclusively to its members for a fee.

***COMMERCIAL ESTABLISHMENT.*** Any person or other entity, any part of whose business consists of providing the use of motor vehicles for a rental fee.

***DIRECTOR.*** The Finance Director of the county.

***DOING BUSINESS IN THE COUNTY.*** Any of the following conduct by a commercial establishment whose business address is within or outside the county:

- (1) Delivery of a rented vehicle to a location within the county for use by a person within the county; or
- (2) Presenting for execution within the county by any person a car rental agreement.

***EXEMPTION AREA.*** Multnomah, Washington and Clackamas Counties.

***MOTOR VEHICLE.*** Without limitation, automobiles, trucks having a manufacturer's gross vehicle weight not exceeding 24,000 pounds, motor homes, motorcycles, pickup campers and any motorized passenger vehicles designed to carry fewer than ten persons, which are capable of being used on the highways of the state.

***PARITY OBLIGATIONS.*** County bonds or obligations up to \$8,500,000 in aggregate principal amount that pledge motor vehicle rental tax on a parity with the Regional Children's Campus Bonds, and any bonds or obligations issued to the refund Regional Children's Campus Bonds.

***REGIONAL CHILDREN'S CAMPUS (RCC) BONDS.*** County Revenue Bonds, Series 1998 (Regional Children's Campus, Inc.) that are dated October 1, 1998.

***RENTAL FEE.*** The gross fee and charges, whatever the basis of their calculation, paid to a commercial establishment by any person for the rental of a motor vehicle.

*RENTAL or RENTING.* Obtaining in the county the use of a motor vehicle from a commercial establishment in the county for a rental fee, and includes all services, supplies and commodities furnished by the commercial establishment in connection with providing the use of the vehicle, but does not include leasing or other transactions where title of a motor vehicle is permanently or temporarily transferred from the commercial establishment to any other person or entity.

§ 11.301 Imposition of Tax.

(A) A tax is imposed on every person renting a motor vehicle from a commercial establishment doing business in the county, if the rental is for a period of 30 days or less. A rental must have a duration of 30 days or less if the actual possession or use by the person renting the vehicle terminates not later than the end of a 30-day period or if any contract governing the rental has a duration of 30 days or less.

(B) The base rate of the tax imposed by subsection (A) is equal to 10% of the rental fee charged by the commercial establishment for the rental.

*(C) The surcharge rate of the tax imposed by subsection (A) is equal to 2.5% of the rental fee charged by the commercial establishment for the rental. This 2.5% surcharge will terminate if the 2.5% transient lodging tax imposed by MCC 11.401(E) is terminated before the issuance of the bonds defined in MCC 11.400.*

(D) If, with respect to any rental fee, the tax imposed under this section does not equal an amount calculable to a whole cent, the commercial establishment must charge a tax equal to the next highest whole cent. However, the amount remitted to the Director by the commercial establishment for each quarter must equal 12.5% of the total rental fees collected by the commercial establishment during the quarter.

§ 11.302 Collection of Tax; Remittance Records; Tax as Debt.

(A) The commercial establishment must collect the tax imposed by § 11.301 at the time it collects a rental fee.

(B) On or before the last business day of January, April, July and October of each year, each commercial establishment must remit to the Director all taxes collected during the preceding calendar quarter. The remittance must be accompanied by a report showing:

(1) The amount of the rental fees collected by the commercial establishment during the preceding quarter;

(2) The amount, if any, of those rental fees that is attributable to and identified on the records or billings of the commercial establishment for gasoline sales;

(3) Such further information as the Director may prescribe;

(C) The report and all such additional information as required from the commercial establishment accompanying remittance of the collected tax is exempt from public disclosure and remains confidential in the possession of the Director.

(D) All commercial establishments must maintain accurate records of rental fees assessed and of taxes collected, and such records are subject to review, inspection and audit within the county by the Director or the director's designee at all reasonable times.

(E) The commercial establishment that rents a vehicle in the county is responsible for remittance of the tax, based on the total rental fee, wherever collected, as well as maintenance of the appropriate records of the fees.

(F) The tax imposed by § 11.301 is a debt owed by the commercial establishment to the county until remitted under this section.

§ 11.303 Tax Evasion Or Deficiency Determination.

(A) If the Director determines that the report required in § 11.302(B) has not been filed or is incorrect, the Director may compute and determine the amount required to be paid upon the basis of the facts contained in any report or reports, or upon the basis of any available information. One or more deficiency or evasion determinations may be made of the amount due for one or more than one period. The amount so determined is due and payable immediately upon service of notice, after which the amount determined is delinquent. Penalties on deficiencies will be applied under § 11.399.

(B) In making a determination, the Director may offset any overpayments previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. Interest on underpayments will accrue at the rate of one percent per month pro rata from the date the tax became delinquent until the date paid.

(C) The Director will give written determination notice to the commercial establishment, served personally or by certified mail. If mail service is employed, service is deemed made upon mailing.

(D) Except where fraud or intent to evade this subchapter exists, every deficiency determination must be made and notice given within three years after the last day of the month following the close of the quarterly reporting period for which the amount is proposed to be determined, or within three years after the report reflecting an underpayment is filed, whichever period expires later.

§ 11.304 Use of Taxes.

(A) The 10% base taxes collected under this subchapter are general fund revenues of the county, except that the portion of taxes attributable to gasoline sales are subject to the limitations on use prescribed by the constitution and laws of the state.

(B) The base taxes, and to the extent necessary also surcharge taxes, will be used by the County to pay any debt service on the RCC Bonds and any Parity Obligations. All 2.5% surcharge taxes collected under this subchapter not needed for that purpose will be deposited in the Visitors Facilities Trust Account (VFTA) created by 11.401(E) and allocated as provided by 11.401(E)(4). The Board is authorized under Home Rule authority to enter an intergovernmental agreement with the City of Portland to pledge the County to maintain this surcharge to pay the bonds and other obligations identified in 11.401(E). Such pledge is binding under ORS 288.594 from April 1, 2000 as long as the 11.401(E) bonds are outstanding.

§ 11.305 Exemptions.

The tax imposed by 11.301 is not applicable to:

- (A) A rental fee that state or federal law exempts from the tax.
- (B) A rental fee for a motor vehicle used for official governmental business by an employee of the federal government.
- (C) A motor vehicle rented by a resident of the exemption area to temporarily replace a vehicle being repaired or serviced.
- (D) A motor vehicle rented in the county by a member of a car sharing organization who is a resident of the exemption area

Section 2. This ordinance is effective April 1, 2000.

FIRST READING:

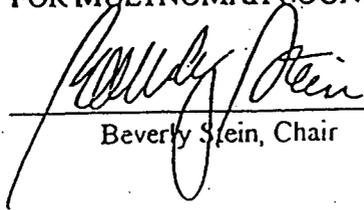
February 3, 2000

SECOND READING AND ADOPTION:

February 17, 2000

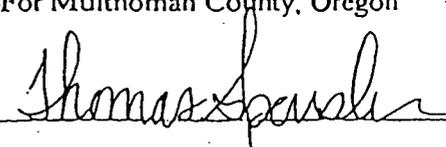


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

  
Thomas Sponsler

**VISITOR FACILITIES  
INTERGOVERNMENTAL AGREEMENT**

This intergovernmental agreement (Agreement) is among the City of Portland (the City), Multnomah County (the County) and Metro.

**FINDINGS**

- a. The purpose of this intergovernmental agreement is to implement the understandings among the parties contained in the September 14, 1999, Memorandum of Understanding. The MOU included statements concerning the present intention of Metro, the City and the County to not further increase the transient lodgings tax or vehicle rental tax beyond the rates provided for herein. While not a legally binding provision, Metro, the City and the County reaffirm those provisions of the MOU.
- b. ORS 190.010 authorizes the parties to enter intergovernmental agreements to carry out their activities and functions.
- c. All parties are authorized to promote the visitor industry and economic development within their jurisdictions and to fund or operate facilities that attract visitors and support the arts in the area.
- d. The Oregon Convention Center is owned and operated by Metro. The Portland Center for the Performing Arts (PCPA) is owned by the City and operated by Metro. The Civic Stadium is owned by the City.
- e. All parties have an interest in the maintenance and improvement of these regional visitor facilities and in the visitor industry development in the Portland-Multnomah County area. The parties have entered into this Agreement and the related agreements contemplated in the MOU because the visitor development and spectator facility system is intertwined and the operation of that system is critical to the continued production of revenue for the purposes defined herein. In order for the improvements provided in this Agreement to function in an economically viable manner, all of the items included require funding. The loss of funding for any item may threaten the viability of all of the improvements.
- f. The City is willing to issue bonds backed by its full faith and credit in order to obtain favorable terms for the bonds on the condition that the County imposes and maintains new 2.5% surcharges on its transient lodgings and vehicle rental taxes for the life of the bonds.
- g. The County is willing to impose and maintain the tax surcharges and intends that the new 2.5% tax surcharges on transient lodging and vehicle rentals will only remain in effect as long as necessary to pay or defease the Bonds issued under this Agreement.

h. The County is authorized by the County Charter and by Multnomah County Code Sections 11.300 – 11.305 and 11.400 – 11.499 to pledge tax revenues from the Motor Vehicle Rental Tax for Visitor Facilities and the Transient Lodging Tax for Visitor Facilities, respectively, for bonds and other borrowings, including the City's Bonds as provided in ORS 288.594.

i. The Oregon Convention Center currently receives an allocation of a portion of the 3% Multnomah County transient lodgings tax surcharge for operating support pursuant to Multnomah County Code section 11.401(D)(2)(a). These funds are restricted and are only to be used for support of the Oregon Convention Center and may not be used by Metro for other purposes.

## AGREEMENT

### I. DEFINITIONS

A. Administrative Fee means County Trust Account fee. The fee is the County's Indirect Flow Through Rate that is published annually in the County Indirect Cost Rates and Countywide Cost Allocation Plan and charged to internal County accounts.

B. Bonds mean, collectively, the Civic Stadium Bonds, the Convention Center Completion Bonds, and the PCPA Bonds.

C. Civic Stadium Bonds mean the bonds or other debt obligations issued by the City to fund the Civic Stadium improvements in an amount not to exceed \$35,000,000, and any bonds issued to refund those bonds.

D. Convention Center Completion Bonds mean the bonds or other debt obligations issued by the City to fund the Convention Center Completion Project in an amount not to exceed \$100,000,000, and any bonds issued to refund those bonds.

E. Convention Center Completion Project means the expansion of the Oregon Convention Center facilities to include approximately 105,000 square feet of exhibit space, a 35,000 square foot ballroom, a total of 40 meeting rooms, 35,000 square feet of lobby space, a 825 space parking garage and 10 loading docks. The anticipated budget for the project is \$116,000,000.

F. CPI means the annual average percent change in the Portland-Salem OR-WA CPI-U, as issued by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent 12-month calendar year period, or a comparable measure of price change should this index not be available.

G. East County Cities means Gresham, Troutdale, Fairview and Wood Village.

H. Net Revenues mean the collections (including delinquent interest and penalties) from the 2.5% surcharge transient lodgings tax (MCC 11.401(E)), the collections (including delinquent interest and penalties) from the 2.5% surcharge vehicle rental tax (MCC 11.301(C)), and earnings on amounts in the VFTA, less the Administrative Fee. Net

revenues does not include any amounts required to pay refunds of surcharge taxes, interest, or other charges required by state law, debt service on the Regional Children's Campus Bonds or any Parity Obligations.

I. OCC Operating Deficit means the amount that the reasonable operating, capital repair and maintenance costs of the Oregon Convention Center exceed the total of revenues collected from the Convention Center and the 3% surcharge Transient Lodgings Tax (MCC 11.401(D)) received by Metro from the County for operation of the Convention Center. Revenues collected from the Oregon Convention Center may be decreased by the practice of providing discounts from standard rental charges and fees in order to attract events that will have the intended effect of attracting additional visitors to the region thereby increasing Net Revenues.

J. Regional Children's Campus Bonds and Parity Obligations means (a) the County's Revenue Bonds, Series 1998 (Regional Children's Campus, Inc.) that are dated October 1, 1998, (b) the Motor Vehicle Rental Tax Revenue Bonds, Series 2000A and 2000B dated November 1, 2000, (c) any obligations issued to refund obligations described in clause (a) or (b) of this definition.

K. PCPA Bonds mean bonds or other debt obligations issued by the City to fund capital improvements to the PCPA, in an amount not to exceed \$2,100,000, and any bonds issued to refund those bonds.

L. Visitors Facilities Trust Account (VFTA) means the County excise tax account created by MCC 11.401(E) to receive and disburse Net Revenues as provided in this Agreement.

M. Year One means fiscal year 2000-2001.

## II. COUNTY OBLIGATIONS

A. Multnomah County Ordinance 941 (MCC 11.401(E)) effective April 1, 2000, amended by Ordinance No. \_\_\_\_ adopted January 25, 2001, imposes a 2.5% surcharge transient lodgings tax. The County will deposit the Net Revenues from this 2.5% surcharge transient lodgings tax in the VFTA as provided in this Agreement and Attachment A.

B. Multnomah County Ordinance 942 (MCC 11.301(C)) effective April 1, 2000, imposes a 2.5% surcharge vehicle rental tax. The County will deposit the Net Revenues from this 2.5% surcharge vehicle rental tax in the VFTA as provided in this Agreement and Attachment B. [Note: there is no Attachment C to this Agreement.]

### C. Dedication of Net Revenues

1. The County acknowledges that the City will issue Bonds backed by the City's full faith and credit in reliance upon the County's 2.5% surcharge transient lodgings tax and 2.5% surcharge vehicle rental tax, the County commitment to deposit the Net Revenues in the VFTA, the continuation of these taxes, and the

payments from the VFTA to the City, or as directed by City, for repayment of the Bonds as provided in this Agreement.

2. As authorized in ORS 288.594, the County pledges the Net Revenues for the benefit of the City, Metro, the owners of the Bonds, and the Beneficiaries of the VFTA as defined in section II.D.3 below. The pledge is valid and binding from April 1, 2000, and will remain in effect until the Bonds are fully paid. The Net Revenues pledged are immediately subject to the lien of the pledge and that lien is, and will remain, superior to other claims and liens, except the lien of the Regional Children's Campus Bonds and any Parity Obligations. The County's pledge is limited solely to the Net Revenues and is not a limited tax bond as that term is defined in ORS Chapter 288.
3. The City may assign the County's pledge of the Net Revenues for the benefit of the owners of the Bonds.
4. The parties acknowledge that the County has made a pledge of all the revenues of its vehicle rental tax imposed by MCC 11.301 for the Regional Children's Campus Bonds and Parity Obligations. The parties further acknowledge that these pledges have priority and that the County may retain the portion of the 2.5% surcharge vehicle rental tax (MCC 11.301(C)) required to pay debt service when due on those bonds before the 2.5% surcharge vehicle rental tax revenues are deposited in the VFTA. However, the parties expect that the 10% base vehicle rental taxes collected under MCC 11.301(B) will be sufficient to pay the Regional Children's Campus Bonds and Parity Obligations, and the County has agreed in section II.C.6(b) of this Agreement to maintain base vehicle rental taxes that are sufficient to pay the Regional Children's Campus Bonds and Parity Obligations.
5. The County may make further subordinate pledges of the 10% base vehicle rental taxes collected under MCC 11.301(B). Until the Bonds are paid or defeased, the County will not grant any additional liens on the Net Revenues, except for any Parity Obligations.
6. The County has pledged the 2.5% surcharge transient lodgings tax and the 2.5% surcharge vehicle rental tax to pay the Bonds. ORS 288.594(2) (as amended by the 1999 Regular Session of the Oregon Legislative Assembly) authorizes the County to enter into covenants to impose rates and charges that generate pledged revenues each year in amounts at least equal to the operations and maintenance expenses of the system that produces the pledged revenues, plus debt service on borrowings. The Convention Center, the PCPA, the Civic Stadium, and motor vehicle rental facilities and transient lodging facilities within the County are all part of a system that attracts visitors and supports arts and economic development in the area, and the County's 2.5% surcharge transient lodgings tax and the 2.5% surcharge vehicle rental tax are part of the revenues of that system. Pursuant to the authority of ORS 288.594(2), the County hereby agrees that it will:

- a) maintain the 2.5% surcharge transient lodgings tax imposed under MCC 11.401(E) and the 2.5% surcharge vehicle rental tax imposed under MCC 11.301(C) in effect until the Bonds have been paid or the County has transferred sufficient funds to the City to defease the Bonds;
- b) maintain a portion of its 10% base vehicle rental tax imposed by MCC 11.301(B) in effect at a rate that is sufficient to pay all debt service on the Regional Children's Campus Bonds and any Parity Obligations when due, until the Regional Children's Campus Bonds and any Parity Obligations are paid or defeased.

#### D. Visitor Facilities Trust Account

1. The County has established a VFTA that is held separate from all other County funds. The County is the Trustee.
2. The County will deposit the Net Revenues in the VFTA immediately upon receipt, and will disburse amounts in the VFTA only as provided in the Agreement.
3. The Beneficiaries of the VFTA are:
  - a) The City of Portland,
  - b) The owners of the Bonds,
  - c) Metro,
  - d) Tri-Met, and
  - e) The Visitor Development Board, or its successor, as provided in section V., below.
4. Each fiscal year, beginning in Year One and continuing until all Bonds are paid or defeased, the County will apply funds in the VFTA solely for the following purposes and in the following order of priority in accordance with the payment provisions of subsection 7 of this section. The VFTA will not be distributed pro rata.
  - a) First, to the City the amount necessary to pay scheduled debt service on the Convention Center Completion Bonds (including any mandatory sinking fund or redemption payments), and any amounts required to reimburse the City for debt service it was required to pay from other sources in previous fiscal years in which insufficient funds were available in the VFTA to pay debt service when due on the Convention Center Completion Bonds, and to Metro any amounts required to reimburse it for amounts it was required to pay under section IV.C. of this Agreement.

b) Second, to the City the amount necessary to pay scheduled debt service on the PCPA Bonds (including any mandatory sinking fund or redemption payments), and any amounts required to reimburse the City for debt service it was required to pay from other sources in previous fiscal years in which insufficient funds were available in the VFTA to pay debt service when due on the PCPA Bonds.

c) Third, to the City the amount certified by the City as necessary after application of available revenues from Civic Stadium, as established in section III.F. below, to pay scheduled debt service on the Civic Stadium Bonds (including any mandatory sinking fund or redemption payments), and any amounts required to reimburse the City for debt service it was required to pay from sources other than Civic Stadium Revenues in previous years in which insufficient funds were available in the VFTA to pay debt service when due on the Civic Stadium Bonds.

d) Fourth, to Metro the amount of any projected OCC Operating Deficit for that fiscal year, and amounts required to reimburse Metro for amounts that would have been paid to Metro under this subsection but not paid because there were insufficient funds in the VFTA.

(1) During the first six fiscal years, the total cumulative amount paid to Metro under this subsection will not exceed \$8,840,000; these payments will be made according to the schedule attached as Attachment D, as that Attachment may be modified from time to time by agreement of the City's chief financial officer, the County's chief financial officer and Metro's chief financial officer.

(2) For the seventh and subsequent fiscal years, the amount, if any, of the projected OCC Operating Deficit will be established as provided below.

(a) If the Metro Executive Officer determines that there will be an OCC Operating Deficit, the Metro Executive Officer may propose the allocation of additional funds in the fiscal year budget the Metro Executive Officer transmits to the Metro Council. At the time of transmission of the fiscal year budget, the Metro Executive Officer will notify the City, County and the Visitor Development Fund Board of the projected OCC Operating Deficit. Unless the City, County or the Visitor Development Fund Board give notice of objection within 60 days of the notice, the Metro Council may thereafter adopt the proposed budget that includes an OCC Operating Deficit up to the amount proposed by the Metro Executive Officer. If either the City, acting through its City Commissioner in Charge; the County acting through its Chair; or the Visitor

Development Fund Board, acting through a vote of its authorized membership, objects to the proposed budget, the matter will be referred to the Dispute Resolution Committee.

(b) If the proposed budget is approved in whole or in part by the Dispute Resolution Committee, the objection will be removed and the Metro Council may adopt a proposed budget that includes the OCC Operating Deficit up to the amount approved by the Dispute Resolution Committee.

(c) If the Dispute Resolution Committee does not approve any OCC Operating Deficit, then no additional funds shall be allocated.

(d) If this process has been followed, and an OCC Operating Deficit has been approved, upon adoption by the Metro Council of an annual budget that includes an OCC Operating Deficit, the Metro Executive Officer may transmit the adopted budget to the County, who will pay the OCC Operating Deficit from the VFTA, as provided in section II.D.4.d) or h) of this Agreement.

e) Fifth, to Metro for Convention Center marketing the amount of \$250,000 in Year One, \$350,000 in the second year, increased for each fiscal year thereafter by the CPI.

f) Sixth, to Tri-Met the amount of \$300,000 per fiscal year beginning in the year after Year One, increased for each fiscal year thereafter by the CPI, to be used to pay the costs associated with the expansion of Fareless Square to the Lloyd Center Max station, plus any amount required to reimburse Tri-Met for costs up to \$300,000 plus CPI per fiscal year that Tri-Met was required to pay in previous years in which insufficient funds were available in the VFTA to pay to Tri-Met the amount it provided in this subsection.

g) Seventh, to the Visitor Development Board, or its successor as provided in section V., below, to be deposited in the Visitor Development Fund, the amount of \$250,000 in Year One, the amount of \$500,000 in the next fiscal year of this Agreement, and the amount of \$500,000 for each subsequent fiscal year increased by the CPI.

h) Eighth, to Metro on behalf of the operator of PCPA, the amount of \$250,000 in Year One, \$500,000 in the second year, increased for each year thereafter by the CPI.

i) Ninth, during the first six fiscal years of this Agreement, the amount of any projected OCC Operating Deficit in excess of the amounts provided in

subsection d)(1), above, as determined pursuant to the procedure set forth in subsection d(2) above.

j) Tenth, to create and fund a revenue stabilization subaccount (RSS).

(1) The purposes of the RSS shall be to pay disbursements due in future years if Net Revenues are insufficient to pay all disbursements required for subsections a) through i).

(2) Until one year before the first date on which Convention Center Completion Bonds maturing more than 25 years after January 1, 2001, are subject to redemption, all Net Revenues remaining after the deposits required by subsections a) through i) and interest earnings thereon shall be deposited in the RSS.

(3) Beginning one year before the first date on which Convention Center Completion Bonds maturing more than 25 years after January 1, 2001, are subject to redemption, each year there will be retained or deposited into the RSS an amount sufficient to make the balance in the RSS equal to the sum of the amounts required to pay the items in subsections f), g) and h) for the then current fiscal year.

k) Eleventh, beginning one year before the first date on which Convention Center Completion Bonds maturing more than 25 years after January 1, 2001, are subject to redemption, all Net Revenues which remain after the payments and deposits described in subsections a) through i) have been made and all amounts in the RSS above the amount defined in subsection i)(3) above shall be transferred to the City to redeem or defease Convention Center Completion Bonds which mature more than 25 years after January 1, 2001, until an amount sufficient to redeem or defease all Bonds which mature after January 1, 2026, has been transferred to the City.

l) Twelfth, any amounts, not paid or placed in a subaccount under subsections a) through i), remaining in the VFTA at the end of each fiscal year may be expended according to budgets proposed by the Visitor Development Board.

m) Reimbursement amounts will be paid with interest. Reimbursement payments will be made first toward those amounts that have been outstanding for the longest period.

n) Interest on amounts to be paid under this section shall be at the Local Government Investment Pool Rate, determined as of the time of the reimbursement, for the time period beginning on the first day of the fiscal year following the date at which the payment requiring reimbursement was made.

5. The County will maintain records regarding tax receipts and the calculation of the VFTA revenues and make those records available to the City and the other Beneficiaries upon request.

6. Deposits to VFTA.

a) The County will deposit the Net Revenues resulting from the 2.5% surcharge transient lodgings tax in the VFTA immediately upon receipt.

b) The County will deposit the Net Revenues resulting from the 2.5% surcharge vehicle rental tax in the VFTA immediately upon receipt. The County may retain the portion of the surcharge vehicle rental tax required to pay debt service when due on the Regional Children's Campus Bonds and Parity Obligations before the vehicle rental tax revenues are deposited in the VFTA.

7. Payment from the VFTA.

a) The County will establish sub-accounts for each of the Beneficiaries and for the RSS as necessary to comply with the terms of this Agreement.

b) The County will make payments to the City at the direction of the City, to Metro quarterly, and to all other Beneficiaries at the end of each fiscal year of the amounts in the sub-accounts described below.

c) At the end of each quarter, to the extent that Net Revenues are available, and subject to subsection f), below, the County will:

(1) Deposit into the City's or Metro's sub-account the amount necessary to reimburse either or both of them for any advances made to pay debt service on the Bonds for any previous period. If there are insufficient Net Revenues to reimburse both the City and Metro, the longest standing reimbursement amount will be paid first.

(2) Deposit into City's sub-account the amount required to make up any deficiency in the deposit to the City's sub-account from the previous quarter.

(3) Deposit into the City's sub-account one-half of the amount certified by the City to be required to pay the current semi-annual debt service payment due on the Bonds.

(4) Deposit into the Metro sub-account the amount required to reimburse Metro for any deficiency in the amount deposited in its sub-account from any previous quarter(s).

(5) Deposit into the Metro sub-account the amount certified by Metro as required to pay one quarter of the amount defined in section II.D.4.d and e.

(6) Deposit into the Tri-Met sub-account the amount required to reimburse Tri-Met for any deficiencies in the amount deposited in its sub-account from any previous fiscal year.

(7) Deposit the amounts provided in subsection II. D.4. f. through i. of this section in the sub-accounts of the Beneficiaries in the order of their priority provided in that subsection. Each sub-account will be filled to the maximum amount provided in subsection II.D.4. of this section before the next sub-account receives funds.

(8) Deposit into the RSS the amount required by subsection D.4.i of this section.

(9) Deposit into the City's redemption sub-account the amount described in subsection D.4.j of this section.

(10) Deposit all remaining Net Revenues into the sub-account of the Visitor Development Board.

d) If, in any quarter, the County has not received sufficient Net Revenues to deposit into the City's or Metro's sub-accounts the amount required in subsection c.(1) through c.(6) above, respectively, the County will first transfer any funds available in the RSS to fill the City's and Metro's sub-accounts for that quarter.

e) If, after the transfer(s) described in the subsection immediately above, there are still insufficient funds to fill the City's and Metro's sub-accounts for the quarter, the County will transfer funds that have been deposited in the sub-accounts of the other Beneficiaries during that fiscal year, in reverse order of deposit priority, to fill the City's and Metro's sub-accounts for the quarter.

f) If, at the end of the fiscal year, there are insufficient Net Revenues to make the payments specified in subsection D.4.a. through h. of this section, the County will transfer funds from the RSS to the extent available to fill those accounts.

g) Notwithstanding any other provision of this Agreement, within 10 days after execution of this Agreement, the Trustee shall pay the amount collected by the County from surcharge vehicle rental tax collected in fiscal year 1999-2000, approximately \$710,000, to Metro to fund construction of the Convention Center Completion Project. This amount shall offset the same amount of Convention Center Bonds.

8. The powers and duties of County as the Trustee are as follows:
- a) The County will make an annual accounting of the VFTA trust and make that accounting available for review by the City Auditor, the County Auditor and the Metro Auditor.
  - b) The County will exercise the rights and powers vested in it by this Agreement, and use the same degree of care and skill in as a prudent person would exercise or use under the circumstances.
  - c) The County may rely upon any certificate from the City or Metro reasonably believed by it to be genuine and correct, and reasonably believed by it to have been signed or sent by the proper person or persons.
  - d) The County will not be answerable for other than its negligence or willful misconduct in the performance of its powers and duties under this Agreement.
  - e) The County will not be required to give any bond or surety in respect of the execution of the trust created or the powers granted in this Agreement.
  - f) This Agreement does not require the County to expend or risk its owns funds (other than the Net Revenues) or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of the rights or powers, if the County has reasonable grounds for believing that repayment of such funds, or in the alternative, indemnity satisfactory to it against such expense, risk or liability, is not reasonably assured to it.
  - g) In addition to those required in subsection 7 of this section, the County may establish and maintain additional accounts or subaccounts within the VFTA.
  - h) The County is authorized and directed to make disbursements from the VFTA from time to time as provided herein. The County will keep and maintain adequate records pertaining to the VFTA and all receipts and disbursements pertaining thereto, and will furnish upon request periodic statements to the Beneficiaries. County records relating to all income and disbursements of the VFTA will be made available by the County at its office during normal business hours to the Beneficiaries.
  - i) Any moneys held as part of the VFTA will be invested or reinvested by the County in legally authorized investments and administered according to the County's investment policy. All proceeds of such investments will be deposited and become part of the VFTA.
  - j) The County will not take any action that would result in any of the tax exempt Bonds becoming taxable.

### III. OBLIGATIONS OF CITY

A. The City will issue limited tax revenue bonds, secured by the City's full faith and credit and amortized over a period not to exceed 30 years, as follows:

1. The Convention Center Completion Bonds in an amount not to exceed \$100,000,000 to fund the Convention Center Completion Project, including the costs of issuance;
2. The PCPA Bonds in an amount not to exceed \$2,100,000 to fund capital improvements to PCPA, including costs of issuance; and
3. The Civic Stadium Bonds in an amount not to exceed \$35,000,000 to fund improvements to Civic Stadium, including costs of issuance. The City may issue bonds or other indebtedness to fund Civic Stadium improvements in addition to the Civic Stadium Bonds, however, such bonds shall not be repaid from the VFTA.

B. The City's obligation to issue the Bonds is conditioned on the County's 2.5% surcharge transient lodgings tax and the 2.5% surcharge vehicle rental tax, the creation of the VFTA, and the County's dedication of the increased Net Revenues to the VFTA, and is further conditioned upon voter approval of the surcharge taxes if required by law.

C. Any representations made by the City in connection with the issuance of the Bonds that discuss or refer to projections of income to be raised by the tax increases or rental income provided in this Agreement will make it clear that those projections were not based upon and do not rely upon information provided by either the vehicle rental or the transient lodgings industry, except to the extent that the County tax records include such information.

D. The City will provide the proceeds and earnings on proceeds of the Convention Center Completion Bonds to Metro within 15 business days of bond issuance. The City and Metro will agree on procedures to transfer the proceeds.

E. The City will provide the proceeds of the PCPA Bonds to Metro, as those funds are necessary to pay for the PCPA capital improvements. The City and Metro will agree on procedures to transfer the proceeds.

F. So long as Civic Stadium Bonds are outstanding:

1. The City will dedicate to repayment of Civic Stadium Bonds the revenues actually received from the annual license payment from the Civic Stadium, now anticipated to be \$908,000 per year beginning in fiscal year 2001-2002, increased by 4% per year.
2. Civic Stadium Revenue.

a) The City will dedicate Civic Stadium net revenues (revenues received by the City from the operation of Civic Stadium, net of debt service payments, if any, on the Civic Stadium Bonds and any other bonds issued by the City to fund the construction of Civic Stadium, reasonable operations and maintenance costs and reserves for operations and maintenance costs of Civic Stadium, and in excess of those anticipated in column 14 of Attachment F), to redeem the Civic Stadium Bonds before their maturity, provided, however, that if Civic Stadium is not operated by the County or Metro, before using net Civic Stadium revenues to redeem Civic Stadium Bonds in any year, the City will calculate and provide directly to the VDF Board, to be used for visitor development projects that benefit the East County Cities, the amount of any transient lodgings tax the City estimates to have been collected within the East County Cities in the prior fiscal that was applied to pay debt service on Civic Stadium Bonds.

b) If there are insufficient excess Civic Stadium net revenues to make the payment to the VDF Board provided in subsection a) immediately above, the City will, subject to appropriation by the City Council of legally available funds, make that payment from other City revenues.

c) If the City makes the payment for the benefit of the East County Cities from City revenues other than excess Civic Stadium net revenues, excess Civic Stadium net revenues will be used to reimburse the City for those payments before they are used to redeem Civic Stadium Bonds before their maturity.

3. The City will exercise due diligence to maximize the revenues received from Civic Stadium operations.

4. The City will use any proceeds from a sale or partial sale of Civic Stadium to repay any outstanding Civic Stadium Bonds.

G. The City will enter into an agreement with Tri-Met to support and provide \$300,000 per year, adjusted annually for CPI, in funding for the extension of Fareless Square to the Lloyd Center Max station.

H. The City will enter into an agreement with Metro to provide \$600,000 per year, adjusted annually for CPI, to be used one-half for PCPA operations support and one-half for PCPA capital support.

#### IV. METRO OBLIGATIONS.

A. Metro will manage the construction of the capital improvements made to the Oregon Convention Center, including development of a capital budget.

1. Metro will enter a negotiated guaranteed maximum price contract for the Convention Center Completion Project with a general contractor selected through a competitive process. The guaranteed maximum price will not exceed \$116,000,000. Metro will limit overhead and administrative expenses charged to the project to those amounts and items that would be allowed if the Convention Center Completion bonds were voter approved general obligation bonds.

2. Metro will not authorize expenditures for the Convention Center Completion Project that exceed the capital budget of \$116,000,000, plus earnings on proceeds and any additional funds Metro obtains for the project. In order to remain within that capital budget, Metro may have to delete items from the project as currently planned.

3. Metro will contribute from Convention Center reserves an amount not less than \$5,000,000 to the cost of the Convention Center Completion Project.

B. Metro will manage the construction of the capital improvements to PCPA, including development of a budget for the capital improvements. The budget for the capital improvements to PCPA will not exceed the revenues available for PCPA from the PCPA Bonds, and the \$300,000 annual capital support provided by the City.

C. If revenues from the VFTA available to pay debt service on the Convention Center Completion Bonds are insufficient to pay the debt service when due, Metro will make available funds sufficient to pay any shortfall in the debt service in an amount not to exceed the 3% surcharge transient lodgings tax received by Metro (MCC 11.401(D)) under its intergovernmental agreement with the County.

D. Metro will not take any action that would result in the Convention Center Completion Bonds becoming taxable. If the PCPA Bonds are issued as tax exempt bonds, Metro will not take any action that would result in those PCPA Bonds becoming taxable. Metro will indemnify the City for any costs incurred by the City from Metro action that makes the Convention Center Completion Bonds or the PCPA Bonds taxable.

E. Metro will provide its proposed and final budgets and any proposed or final supplemental budgets for MERC and the Convention Center to the City, the County and the VDF Board at the time they become available.

F. Regarding the support services it charges to MERC for the Convention Center, Metro agrees:

1. During the first six (6) years of this Agreement, Metro's support services charges will be included within the \$8,840,000 OCC Operating Deficit payable from the VFTA pursuant to Section II.D.4.d.(1) above.

2. During the first six years, Metro understands and agrees that except for amounts funded consistent with the provisions of Subsection (I) below, the City, the County and the VDF Board will expect and anticipate that the support services charges will be limited to the amount that would be calculated if the support

services charges had been capped at an average of 5% increase per year or a cumulative amount of 30%. This amount is shown in Attachment G, in the line designated as "Metro Support Svcs/Ins." Attachment G is attached hereto for purposes of that line only and the parties are not relying upon any other figures from that Attachment G.

G. Metro reaffirms its commitment to make every possible effort to expend at least one-third of the 3% transient lodgings tax it receives from Multnomah County for marketing the Convention Center.

H. Beginning in the seventh fiscal year, Metro's request for any VFTA funds for the OCC Operating Deficit will reflect and address the results of further studies of all Convention Center operation revenues and costs, including Metro support services charges. The studies will be conducted by an independent financial consultant or consultants chosen after consultation with an OCC advisory committee to the Metro Council created for this purpose. The selection of any independent financial consultant shall be subject to approval of the VDF Board.

I. Beginning no later than the seventh year, Metro agrees that it will, or will cause MERC to, fund at least \$400,000 of the Metro support services charges allocated to the Convention Center from revenues other than revenues received from the VFTA or from decreased expenditures. In determining how to fund this amount, Metro will avoid adverse impacts on Convention Center events that attract additional visitors to the region. That amount will not be included in any request for OCC Operating Deficit. For the eighth year, the amount to be funded as provided above and excluded from OCC Operating Deficit will be \$400,000 plus CPI, and the amount shall increase by CPI for every subsequent year.

J. OCC Advisory Board. Attachment H is a description of the Oregon Convention Center Advisory Committee. Within sixty (60) days of the approval of this Intergovernmental Agreement, Metro shall take all action necessary to create the contemplated Advisory Committee in a form substantially similar to Attachment H. In addition to these functions listed in the subparagraph relating to the scope of the Advisory Committee, the Advisory Committee shall also consult with Metro on all matters relating to the construction of the Oregon Convention Center and its expansion.

## V. OTHER AGREEMENTS

A. The parties agree that if the taxes imposed by MCC 11.301(C) or 11.401(E) are repealed or suspended before the issuance of any of the Bonds, or any of them, this Agreement will be suspended. If this Agreement is suspended, the parties will meet to use good faith efforts to either modify or terminate this Agreement. If this Agreement is terminated and there is any money in the VFTA, the County will pay the balance to Metro for Oregon Convention Center operations.

B. The City, County and Metro will enter into a contract with the Visitor Development Fund Board, or its successor, regarding:

1. the composition of the Board, the procedures for appointment, nomination and confirmation of board members,
2. approval of the rules, policies and procedures of the Board,
3. approval of the budget adopted by the Board, and
4. review and audit of the expenditures of the Board.

C. The parties anticipate other documents will be required to carry out the entire project. These documents are identified in Attachment E.

## VI. DISPUTE RESOLUTION

A. If a dispute arises under this Agreement among the parties, any party may initiate the following dispute resolution process:

1. The initiating party will give written notice to (a) the City Commissioner in Charge, (b) the Multnomah County Chair, (c) the Metro Executive Officer and (d) the VDF Board. The City Commissioner in Charge, the Multnomah County Chair and the Metro Executive Officer will be the Dispute Resolution Committee (DRC). The notice will identify the dispute for which the dispute process is initiated.
2. The VDF Board will be a party to and allowed to participate in the Dispute Resolution process, although it will not have a voting member on the DRC.
3. Within 15 days of the notice, each party may submit a written statement to the DRC stating the party's position on the dispute.
4. Within 60 days of the notice, the DRC will decide on a resolution of the dispute and notify the parties of the resolution. Decisions of the DRC will be by majority vote.
5. Decisions of the DRC are final. However, the DRC has no authority to approve an amendment to this Agreement.

## VII. TERMINATION AND REMEDIES

A. It is the intention of the parties to this Agreement that the County obligation to provide Net Revenues for payment of the Civic Stadium Bonds and the PCPA Bonds will end on July 1, 2026, however, the Convention Center Completion Bonds may be outstanding beyond that date. Therefore, this Agreement will terminate automatically on the earliest of:

1. the date that all of the Bonds are paid or defeased;

2. July 1, 2026, if the Convention Center Completion Bonds have been paid or defeased by that date; or
3. the date that the Convention Center Completion Bonds are paid or defeased if that date is after July 1, 2026.

B. Notwithstanding subsection A of this section, all taxes subject to this agreement that are imposed but not collected by the County on the termination date will be Net Revenues.

C. Before the termination date, this agreement may only be terminated by the agreement in writing of all parties.

D. So long as Bonds are outstanding and this Agreement is in effect, the obligations of the County to maintain the Net Revenues and transfer them to the City to pay the Bonds, as provided in this Agreement, may not be terminated for any reason, including a breach by any party of its obligations under this Agreement.

E. Upon termination of this Agreement, the County will terminate the taxes imposed by MCC 11/301(C) and 11.401(E).

#### VIII. GENERAL PROVISIONS

A. Maintenance of Records. All parties will maintain records of payments made and funds received under this Agreement and such records are subject to audit and inspection by the other parties.

B. Notice. A notice or communication under this Agreement by a party will be deemed received by the addressee on the earliest to occur of:

1. The date the notice is hand delivered to the Notice Address of the addressee;
2. If the notice is transmitted by telecopy or facsimile to the Fax number of the addressee specified as part of its Notice Address, then:
  - a) If such notice is transmitted during regular business hours (8:00 a.m. to 5:00 p.m.) on a regular business day, then the notice will be deemed delivered on the date it is transmitted; and
  - b) If the notice is not transmitted during regular business hours, then the notice will be deemed delivered on the next regular business day.
  - c) If sent to the Notice Address through the U.S. Postal Service, the notice will be deemed delivered on the third regular business day following the postmarked date.

3. The Notice Address of each party is:

City of Portland  
1120 S.W. 5<sup>th</sup> Avenue  
Room 1250  
Portland, Oregon 97204  
Fax #: 823-5384  
Attn: OMF Director

Multnomah County  
501 N.E. Hawthorne Blvd.  
Portland, Oregon 97214  
Fax 988-3292  
Attn: Finance Director

Metro  
600 N.E. Grand Avenue  
Portland, Oregon 97232  
Fax 797-1791  
Attn: Chief Financial Officer

Notice to the VDFB shall be sent to:

POVA  
26 S.W. Salmon Street  
Portland, Oregon 97204  
Attn: Joe D'Alessandro

4. Any party may change its Notice Address by giving written notice of each of the other parties.

C. Successors and Assigns. This Agreement will bind each party, its successors, assigns and legal representatives. No party, under any condition, may voluntarily assign or transfer its obligations to any third party. Any attempted assignment or transfer will be void.

D. Adherence to Law. The parties will adhere to all applicable federal and state laws in all activities under this Agreement.

E. Waivers. No waiver made by a party with respect to performance, or the manner or time of performance, of any obligation of another party or any condition under this Agreement will be considered a waiver of any other rights of the party making the waiver or a waiver by any other party. No waiver by a party of any provision of this Agreement will be of any force or effect unless in writing and no waiver shall be construed to be a continuing waiver.

F. Time of the Essence. Time is of the essence of this Agreement.

G. Choice of Law and Forum. This Agreement will be construed in accordance with the laws of the State of Oregon and any action brought under this Agreement will be brought in Multnomah County, Oregon.

H. Modification. This Agreement may only be modified by a writing signed by each of the parties. No modification to any provision of this Agreement may be implied from any course of performance, any acquiescence by any Party, any failure of any party to object to another party's performance or failure to perform, or any failure or delay by any party to enforce its rights.

I. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting its provisions.

J. Counterparts. This Agreement may be executed in counterparts, each treated as an original, and the counterparts will constitute one document.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001.

Approved as to form

CITY OF PORTLAND

\_\_\_\_\_  
Linda Meng  
Chief Deputy City Attorney

\_\_\_\_\_  
Mayor Vera Katz

Approved as to form

MULTNOMAH COUNTY

\_\_\_\_\_  
Thomas Sponsler  
County Counsel

\_\_\_\_\_  
Beverly Stein  
County Chair

Approved as to form

METRO

\_\_\_\_\_  
Daniel B. Cooper  
Metro Counsel

\_\_\_\_\_  
Mike Burton  
Executive Officer

ATTACHMENT A

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 941

Amending MCC 11.400-11.499, increasing the Transient Lodging Tax for Visitor Facilities

The Multnomah County Board of Commissioners Finds:

- a. Ordinance 56 effective July 15, 1972 imposes a 5% transient lodging tax and allocates all revenues to the County general fund.
- b. The voters adopted Ordinance 171 effective January 1, 1979 that imposes a 1% surcharge tax dedicated to promote county convention business and tourism.
- c. Ordinance 488 effective April 1, 1986 raises the transient lodging tax to 8% from the original 5%. It imposes an additional 3% tax allocated to a Convention and Trade Show Center Special Fund, and authorizes uses for the fund.
- d. Ordinance 501 also effective April 1, 1986 defined "lead agency" as the governmental unit with authority to seek voter approval of general obligation bonds that formally declared its intent to build and operate a convention center. It authorized the lead agency to make expenditures from the fund only for construction and operation of the center.
- e. Under a June 24, 1986 intergovernmental agreement between the County and Metro, Metro became the lead agency under the County code. The County agreed to pay to Metro the 3% lodging tax revenues, and Metro agreed to spend them for the purposes listed in the County transient lodging tax code.
- f. Ordinance 569 effective February 28, 1988 amended the code to permit the lead agency to spend \$70,000 from the fund for the 1988 International Association of Chiefs of Police Convention.
- g. Ordinance 593 effective October 29, 1988 amended the code to add two exemptions from the tax and other technical changes.
- h. Ordinance 790 effective July 16, 1994 amended the code to authorize fund expenditures of \$600,000 per year for three years for operation of the Portland Center for the Performing Arts, and \$100,000 per year for three years for the Metropolitan Arts Commission. It also changed the definition of lead agency to Metro.
- i. Ordinance 811 effective January 26, 1995 amended the code to substitute the Regional Arts and Culture Council for the Metropolitan Arts Commission.

**BONDS.** *Collectively, the Convention Center Completion Bonds, the Civic Stadium Bonds and the Portland Center for Performing Arts (PCPA) Bonds.*

**CASH ACCOUNTING.** *An accounting method where the operator does not enter the rent due from a transient on the records until rent is paid.*

**CIVIC STADIUM BONDS.** *Bonds or other obligations issued by the City of Portland (City) to fund Civic Stadium improvements in an amount not to exceed \$33,000,000 and any bonds issued to refund those bonds.*

**CONVENTION CENTER COMPLETION BONDS.** *Bonds or other obligations issued by the City to fund the Convention Center Completion Project in an amount not to exceed \$100,000,000 and any bonds issued to refund those bonds.*

**CONVENTION CENTER COMPLETION PROJECT.** *The expansion of the Oregon Convention Center (OCC) facilities to include approximately 115,000 square feet of exhibit space, a 35,000 square foot ballroom, 40 meeting rooms, 35,000 square feet of lobby space, a 1,350 space parking garage and 10 loading docks.*

**CPI.** *The annual average percent change in the Portland Salem OR-WA CPI-U as issued by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month calendar year period, or a comparable measure of price change if this index is not available.*

**CULTURAL TOURISM.** *A program or programs to attract visitors to the Portland area to attend cultural and recreational events and exhibits.*

**FACILITIES.** *The Oregon Convention Center, the Portland Center for the Performing Arts, the Exposition Center, and neighborhood arts programs.*

**HOTEL.** *Any structure, or any portion of any structure that is occupied or intended or designed for transient occupancy for 30 days or less for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, and also includes space in mobile home or trailer parks, or similar structure or space if occupancy is for less than a 30-day period.*

**NEIGHBORHOOD ARTS.** *Arts programs aimed at increased community and educational exposure to arts and involvement in artistic endeavors to enhance the quality of life in the region thus increasing tourism and increasing support for cultural programs.*

**NET REVENUES.** *The collections (including delinquent interest and penalties) from the 2.5% surcharge transient lodging tax (MCC 11.401(E)), the collections (including delinquent interest and penalties) from the 2.5% surcharge vehicle rental tax (MCC 11.301(C)), and earnings on amounts in the Visitors Fund Trust Account, less the Administrative Fee.*

§ 11.401 Tax Imposed.

(A) For the privilege of occupancy in any hotel in the county, each transient shall pay a tax of 11.5% of the rent charged by the operator. The tax constitutes a debt owed by the transient to the county that is extinguished only by payment by the operator to the county. The transient will pay the tax to the operator of the hotel at the time the rent is paid. The operator will record the tax when rent is collected if the operator keeps records on the cash accounting basis, and when earned if the operator keeps records on the accrual accounting basis. If rent is paid in installments, the transient will pay a proportionate share of the tax to the operator with each installment. In all cases the rent paid or charged for occupancy will exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations and space occupancy in mobile home parks or trailer parks. After deductions for administration costs and any refunds or credits authorized by this subchapter the proceeds of the tax will be allocated as provided for in subsections (A), (B), (C), (D) and (E) of this section.

(B) The base rate of the tax imposed by subsection (A) is equal to 5%. It will be allocated to the county general fund, and is available for general fund expenditures.

(C) A surcharge rate of the tax imposed by subsection (A) is equal to 1% and will be used exclusively for contracting with private organizations for the promotion, solicitation, procurement and service of county convention business and tourism.

(D) A surcharge rate of the tax imposed by subsection (A) is equal to 3% and will be allocated to the Excise Tax Fund.

(1) Before paying the tax imposed by subsection (D), as required by § 11.407, the operator may deduct an amount equal to 5% of that portion of the tax that is allocated to the Excise Tax Fund. This 5% may be retained by the operator as reimbursement for the operator's expenses in collecting the tax.

(2) The county will pay from the proceeds of the tax that is allocated to the Excise Tax Fund:

(a) To Metro, for the operation of the Oregon Convention Center, \$3,800,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the greater of the change in the CPI or the overall change in the proceeds of the tax. If the overall increase in the proceeds of the tax in any given year exceeds 7%, any additional funds beyond the 7% increase will be allocated as specified in subsection (e) of subsection (D). *Metro may also utilize the proceeds to pay debt service on Bonds issued for the purpose of making capital improvements to the Oregon Convention Center.*

(b) To the government entity responsible for the operation of the Portland Center for the Performing Arts, \$1,200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax.

City, pledging the County to maintain the tax surcharge to pay the Bonds and other obligations of this subsection (E). Any pledge of tax revenues in such an intergovernmental agreement is binding under ORS 288.594 from April 1, 2000, and as long as the Bonds set out in subsection (E) are outstanding.

(4) Taxes imposed by subsection (E) will be allocated in the following order of priority:

(a) First, to the City in the amount required to pay debt service on the Convention Center Completion Bonds;

(b) Second, to the City in the amount required to pay debt service on the PCPA Bonds;

(c) Third, to the City in the amount, if any, required to pay the remaining debt service on Civic Stadium Bonds after application of Civic Stadium Revenues;

(d) Fourth, to Metro in the amount, if any, required to pay reasonable operating, capital repair and maintenance cost of the OCC in excess of revenues collected by the OCC and the tax received by Metro from subsection (D);

(e) Fifth, to Tri-County Metropolitan Transportation District (Tri-Met), \$300,000 in the fiscal year 2000-01, increased each subsequent fiscal year by the CPI, for costs of extending the fareless square to the Lloyd Center Max station;

(f) Sixth, to the Visitor Development Fund (VDF), \$250,000 in the fiscal year 2000-01, \$500,000 in fiscal year 2001-02, increased each subsequent fiscal year by the CPI, to attract visitors to the county and City that maximize hotel occupancy and vehicle rentals;

(g) Seventh, to Metro for the operator of the PCPA, \$500,000 each fiscal year, increased by the CPI, for costs of PCPA operations;

(h) Eighth, to Metro to pay OCC operating deficits in excess of \$8,840,000 that accumulate during the first six fiscal years (2000-01 through 2005-06) after the effective date of the tax imposed by subsection (E);

(i) Ninth, to a revenue stabilization subaccount sufficient to pay subsection (a) through (h) disbursements for at least one fiscal year, and that may be used to redeem or defease Convention Center Completion Bonds and PCPA Bonds.

(j) Tenth, any subsection (E) taxes remaining after the (a) through (i) payments including subaccounts may be spent according to budgets proposed by the Visitor Development Board.

§ 11.406 Registration Of Operator; Certification Of Authority.

(A) Every person engaging or about to engage in business as an operator of a hotel in the county must register with the tax administrator on a form provided by the administrator. Operators starting businesses must register within 15 calendar days after commencing business.

(B) The privilege of registration after the date of imposition of the transient lodgings tax will not relieve any person from the obligation of payment or collection of tax regardless of registration.

(C) Registration must set forth the name under which an operator transacts or intends to transact business, the location of place or places of business and such other information as the tax administrator may require to facilitate the collection of the tax. The operator must sign the registration.

(D) The tax administrator will, within ten days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupant, with a duplicate for each additional place of business of each registrant.

(E) Certificates are not assignable or transferable and must be surrendered immediately to the tax administrator upon the cessation of business at the location named or upon its sale or transfer.

(F) Each certificate and duplicate will state the place of business to which it is applicable and must be prominently displayed to be seen and come to the notice readily of all occupants and persons seeking occupancy.

(G) The certificate will, among other things, state the following:

- (1) The name of the operator;
- (2) The address of the hotel;
- (3) The date upon which the certificate was issued; and
- (4) A notice reading as follows:

This Transient Occupancy Registration Certificate signifies that the person named has fulfilled the requirements of the Transient Lodgings Tax Ordinance of Multnomah County, Oregon, by the registration with the tax administrator to collect from transients the county lodgings tax. This certificate does not authorize any person to conduct any business or operate a hotel without strictly complying with all applicable laws, including those requiring any other county permit. This certificate is not a permit.

(B) In making a determination, the tax administrator may offset overpayments for previous periods, against any underpayment for subsequent periods, or against penalties and interest on the underpayments. The interest on underpayments will be computed under § 11.420.

(C) The tax administrator will give to the operator or occupant a written notice. The notice may be served personally or by mail. If by mail, the notice will be addressed to the operator as it appears on the records of the tax administrator. In case of service by mail of any notice required by this subchapter, the service is complete at the time of deposit in the United States post office.

(D) Except in the case of fraud or intent to evade this subchapter or applicable rules, every deficiency determination will be made and notice mailed within three years after the last day of the month following the close of the quarterly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period expires later.

(E) Any determination will become due and payable immediately upon receipt of notice and becomes final within ten days after the tax administrator has given notice. The operator may petition for redetermination if the petition is filed before the determination becomes final.

#### § 11.409 Fraud; Refusal To Collect; Evasion.

If any operator fails or refuses to collect the tax or to make within the time provided in this subchapter any report and remittance of the tax required by this subchapter, or makes a fraudulent return or otherwise willfully attempts to evade this subchapter, the tax administrator will obtain facts and information for an estimate of the tax due. The tax administrator will determine and assess against the operator the tax, interest and penalties provided by this subchapter. The tax administrator will give a notice as provided in § 11.408 of the amount assessed. The determination and notice will be made and mailed within three years after discovery by the tax administrator of any fraud, intent to evade or failure or refusal to collect the tax, or failure to file a return. Any determination becomes due and payable immediately upon receipt of notice and becomes final within ten days after the tax administrator has given notice. The operator may petition for redemption and refund if the petition is filed before the determination becomes final.

#### § 11.410 Operator Delay.

If the tax administrator believes that the collection of any tax required to be collected and paid to the county will be jeopardized by delay, or if any determination will be jeopardized by delay, the tax administrator may determine the amount of tax required to be collected. The amount so determined will be immediately due and payable, and the operator must immediately pay the determination to the tax administrator after service of notice. The operator may petition, after payment has been made, for redemption and refund of the determination, if the petition is filed within ten days from the date of service of notice by the tax administrator.

§ 11.413      **Records Maintained By Operator; Administrator Examination.**

(A)      Every operator must keep guest records of room sales and accounting books and records of the room sales. The operator must retain all records for a period of three years and six months after they are created.

(B)      The tax administrator may examine during normal business hours the books, papers and accounting records relating to room sales of any operator, after notification to the operator liable for the tax. The tax administrator may investigate the business of the operator in order to verify the accuracy of any return made, or if the operator makes no return, to ascertain and determine the amount required to be paid.

§ 11.414      **Confidential Character Of Information; Disclosure Prohibited.**

It is unlawful for the tax administrator or any person having an administrative or clerical duty under this subchapter to make known in any manner the business affairs, operations or information obtained by an investigation of records and equipment of any person required to obtain a transient occupancy registration certificate or pay a transient occupancy tax, or the amount or source of income, profits, losses, expenditures or to permit any statement, application, or other private record to be seen or examined by any person. Nothing in this section will prevent:

(A)      The disclosure to, or the examination of records and equipment to another county official, employee or agent for collection of taxes for the purpose of administering or enforcing this subchapter, including the collection of taxes.

(B)      The disclosure, after the filing of a written request to that effect, to the taxpayer, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, of information as to any paid tax, any unpaid tax or amount of tax required to be collected, or interest, and penalties. The District Attorney must approve each disclosure and the tax administrator may refuse to make any disclosure when the public interest would suffer.

(C)      The disclosure of the names and addresses of any persons to whom transient occupancy registration certificates have been issued.

(D)      The disclosure of general statistics regarding taxes collected or business activity.

§ 11.419 Credit Against City Tax.

(A) Any person subject to the payment or collection of the 11.401(B) 5% base tax and the 11.401(C) 1% surcharge is entitled to a credit against the payment of the tax in the amount due any city within the county for a transient lodgings tax for the same occupancy.

(B) No person subject to the surcharge taxes imposed by 11.401(D) and 11.401(E) is entitled to a credit against the payment of those taxes. The 3% surcharge imposed by 11.401(D) and the 2.5% surcharge imposed by 11.401(E) are due and payable in accordance with this subchapter regardless of the amount due any city within the county for a transient lodging tax for the same occupancy made taxable under this subchapter.

§ 11.420 Delinquency And Interest.

(A) Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this subchapter prior to delinquency must pay a penalty of 10% of the amount of the tax due in addition to the amount of the tax.

(B) Any operator who has not been granted an extension of time for remittance of tax due and who fails to pay any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent must pay a second delinquency penalty of 15% of the amount of the tax due plus the amount of the tax and the 10% penalty first imposed.

(C) If the tax administrator determines that the nonpayment of any remittance due under this subchapter is due to fraud or intent to evade, a penalty of 25% of the amount of the tax will be added to the penalties stated in divisions (A) and (B) of this section.

(D) In addition to the penalties imposed, any operator who fails to remit any tax imposed by this subchapter must pay interest at the rate of 0.5% per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date the remittance first became delinquent until paid.

(E) Every penalty imposed and interest under this section is merged with and becomes part of the tax required to be paid.

(F) Any operator who fails to remit the tax levied within the time required by this subchapter must pay the penalties. However, the operator may petition the tax administrator for waiver and refund of the penalty or any portion thereof and the tax administrator may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Conforming Amendments MCC §§11.300, 11.304, 11.400 And 11.401 Relating To Visitor Facilities and Declaring an Emergency.

**Multnomah County ordains as follows:**

**Section 1. MCC § 11.300- is amended to read as follows**

**§ 11.300- Definitions.**

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

**CAR SHARING ORGANIZATION.** A profit or non-profit organization with membership requirements that provides the use of motor vehicles exclusively to its members for a fee.

**COMMERCIAL ESTABLISHMENT.** Any person or other entity, any part of whose business consists of providing the use of motor vehicles for a rental fee.

**DIRECTOR.** The Finance Director of the county.

**DOING BUSINESS IN THE COUNTY.** Any of the following conduct by a commercial establishment whose business address is within or outside the county:

- (1) Delivery of a rented vehicle to a location within the county for use by a person within the county; or
- (2) Presenting for execution within the county by any person a car rental agreement.

**EXEMPTION AREA.** Multnomah, Washington and Clackamas Counties.

**MOTOR VEHICLE.** Without limitation, automobiles, trucks having a manufacturer's gross vehicle weight not exceeding 24,000 pounds, motor homes, motorcycles, pickup campers and any motorized passenger vehicles designed to carry fewer than ten persons, which are capable of being used on the highways of the state.

**REGIONAL CHILDREN'S CAMPUS (RCC) BONDS AND PARITY OBLIGATIONS.** (a) County Revenue Bonds, Series 1998 (Regional Children's Campus, Inc.) that are dated October 1, 1998, (b) Motor Vehicle Rental Tax Revenue Bonds, Series 2000A and 2000B dated November 1, 2000, (c) any obligations issued to refund obligations described in clause (a) or (b) of this definition.

**RENTAL FEE.** The gross fee and charges, whatever the basis of their calculation, paid to a commercial establishment by any person for the rental of a motor vehicle.

**RENTAL or RENTING.** Obtaining in the county the use of a motor vehicle from a commercial establishment in the county for a rental fee, and includes all services, supplies and commodities furnished by the commercial establishment in connection with providing the use of the vehicle, but does not include leasing or other transactions where title of a motor vehicle is permanently or temporarily transferred from the commercial establishment to any other person or entity.

**YEAR ONE.** Fiscal Year 2000-2001.

**Section 2. MCC § 11.304 is amended to read as follows**

**§ 11.304 Use Of Taxes.**

(A) The 10% base taxes collected under this subchapter are general fund revenues of the county, except that the portion of taxes attributable to gasoline sales are subject to the limitations on use prescribed by the constitution and laws of the state.

(B) The base taxes, and to the extent necessary also surcharge taxes, will be used by the County to pay any debt service on the RCC Bonds and Parity Obligations. All 2.5% surcharge taxes collected under this subchapter not needed for that purpose will be deposited in the Visitors Facilities Trust Account (VFTA) created by 11.401(E) and allocated as provided by 11.401(E)(4). The Board is authorized under Home Rule authority to enter an intergovernmental agreement with the City of Portland to pledge the County to maintain this surcharge to pay the bonds and other obligations identified in 11.401(E). Such pledge is binding under ORS 288.594 from April 1, 2000 as long as the 11.401(E) bonds are outstanding.

**Section 3. MCC § 11.400- is amended to read as follows**

**§ 11.400- Definitions.**

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

**ACCRUAL ACCOUNTING.** An accounting method where the operator enters the rent due from a transient on the records when the rent is earned, whether or not it is paid.

**ADMINISTRATIVE FEE.** The County Trust Account Fee that is the Indirect Flow-Through Rate that is published annually in the County Indirect Cost Rates and Countywide Cost Allocation Plan and charged to internal accounts.

**BONDS.** Collectively, the Convention Center Completion Bonds, the Civic Stadium Bonds and the Portland Center for Performing Arts (PCPA) Bonds.

**CASH ACCOUNTING.** An accounting method where the operator does not enter the rent due from a transient on the records until rent is paid.

**CIVIC STADIUM BONDS.** Bonds or other obligations issued by the City of Portland (City) to fund Civic Stadium improvements in an amount not to exceed \$35,000,000 and any bonds issued to refund those bonds.

**CONVENTION CENTER COMPLETION BONDS.** Bonds or other obligations issued by the City to fund the Convention Center Completion Project in an amount not to exceed \$100,000,000 and any bonds issued to refund those bonds.

**CONVENTION CENTER COMPLETION PROJECT.** The expansion of the Oregon Convention Center (OCC) facilities to include approximately 105,000 square feet of exhibit space, a 35,000 square foot ballroom, a total of 40 meeting rooms, 35,000 square feet of lobby space, a 825 space parking garage and 10 loading docks.

**CPI.** The annual average percent change in the Portland Salem OR-WA CPI-U as issued by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month calendar year period, or a comparable measure of price change if this index is not available.

**CULTURAL TOURISM.** A program or programs to attract visitors to the Portland area to attend cultural and recreational events and exhibits.

**FACILITIES.** The Oregon Convention Center, the Portland Center for the Performing Arts, the Exposition Center, and neighborhood arts programs.

**HOTEL.** Any structure, or any portion of any structure that is occupied or intended or designed for transient occupancy for 30 days or less for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, and also includes space in mobile home or trailer parks, or similar structure or space if occupancy is for less than a 30-day period.

**NEIGHBORHOOD ARTS.** Arts programs aimed at increased community and educational exposure to arts and involvement in artistic endeavors to enhance the quality of life in the region thus increasing tourism and increasing support for cultural programs.

**NET REVENUES.** The collections (including delinquent interest and penalties) from the 2.5% surcharge transient lodging tax (MCC § 11.401(E)), the collections (including delinquent interest and penalties) from the 2.5% surcharge vehicle rental tax (MCC § 11.301(C)), and earnings on amounts in the Visitors Fund Trust Account, less the Administrative Fee. Net revenues does not include any amounts required to pay refunds of surcharge taxes, interest, or other charges required by state law, debt service on the Regional Children's Campus Bonds and Parity Obligations.

**OCCUPANCY.** The use or possession, or the right to use or possess for lodging or sleeping purposes any room or rooms in a hotel, or space in a mobile home or trailer park or portion thereof.

**OPERATING EXPENSES.** The total cost of all labor, benefits, overhead, maintenance, materials and services incurred by the operator or operators of the facilities in encouraging attendance, administering, and operating events held in the facilities and in obtaining events to be held there or as part of the neighborhood arts programs.

**OPERATOR.** The person who is proprietor of the hotel in any capacity. Where the operator performs functions through a managing agent of any type or character other than an employee, the managing agent will also be considered an operator for the purposes of this subchapter and will have the same duties and liabilities as the principal. Compliance with the provisions of this subchapter by either the principal or the managing agent is compliance by both.

**PCPA BONDS.** Bonds or other obligations issued by the City to fund capital improvements to the PCPA in an amount not to exceed \$2,100,000, and any bonds issued to refund those bonds.

**RENT.** The consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction.

**RENT PACKAGE PLAN.** The consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this subchapter is the same charge made for rent when not a part of a package plan.

**TAX.** Either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which the operator is required to report collections.

**TAX ADMINISTRATOR.** The Finance Director of the county.

**TRANSIENT.** Any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the hotel will not be included in determining the 30-day period if the transient is not charged rent for that day by the operator. Any such individual occupying space in a hotel will be considered to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than 30 consecutive days. A person who pays for lodging on a monthly basis, irrespective of the number of days in any month, is not considered transient.

**VISITORS FACILITIES TRUST ACCOUNT (VFTA).** The excise tax account created by MCC § 11.401(E) to receive and disburse Net Revenues as provided in the Visitor Facilities Intergovernmental Agreement.

**Section 4. MCC § 11.401 is amended to read as follows**

**§ 11.401 Tax Imposed.**

(A) For the privilege of occupancy in any hotel in the county, each transient shall pay a tax of 11.5% of the rent charged by the operator. The tax constitutes a debt owed by the transient to the county that is extinguished only by payment by the operator to the county. The transient will pay the tax to the operator of the hotel at the time the rent is paid. The operator will record the tax when rent is collected if the operator keeps records on the cash accounting basis, and when earned if the operator keeps records on the accrual accounting basis. If rent is paid in installments, the transient will pay a proportionate share of the tax to the operator with each installment. In all cases the rent paid or charged for occupancy will exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations and space occupancy in mobile home parks or trailer parks. After deductions for administration costs and any refunds or credits authorized by this subchapter the proceeds of the tax will be allocated as provided for in subsections (A); (B), (C), (D) and (E) of this section.

(B) The base rate of the tax imposed by subsection (A) is equal to 5%. It will be allocated to the county general fund, and is available for general fund expenditures.

(C) A surcharge rate of the tax imposed by subsection (A) is equal to 1% and will be used exclusively for contracting with private organizations for the promotion, solicitation, procurement and service of county convention business and tourism.

(D) A surcharge rate of the tax imposed by subsection (A) is equal to 3% and will be allocated to the Excise Tax Fund.

(1) Before paying the tax imposed by subsection (D), as required by § 11.407, the operator may deduct an amount equal to 5% of that portion of the tax that is allocated to the Excise Tax Fund. This 5% may be retained by the operator as reimbursement for the operator's expenses in collecting the tax.

(2) The county will pay from the proceeds of the tax that is allocated to the Excise Tax Fund:

(a) To Metro, for the operation of the Oregon Convention Center, \$3,800,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the greater of the change in the CPI or the overall change in the proceeds of the tax. If the overall increase in the proceeds of the tax in any given year exceeds 7%, any additional funds beyond the 7% increase will be allocated as specified in subsection (e) of subsection (D). Metro may also utilize the proceeds to pay debt service on Bonds issued for the purpose of making capital improvements to the Oregon Convention Center.

(b) To the government entity responsible for the operation of the Portland Center for the Performing Arts, \$1,200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax.

(c) To the government entity responsible for operating the Portland Center for the Performing Arts for a program or programs for cultural tourism, to be administered through a contract with the Portland Oregon Visitor's Association, and in collaboration with the Regional Arts and Culture Council, \$200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax;

(d) To the Regional Arts and Culture Council, any remaining balance up to \$200,000 of the proceeds of the tax after the payments in subsections (a) through (c) are made, to be allocated as follows:

1. \$100,000 for neighborhood arts;
2. \$100,000 to broaden participation in and visitors to the region's cultural and artistic assets by residents of outlying areas of the greater Portland metropolitan region.

(e) To Metro for any remaining balance of the proceeds from the tax after the payments in subsections (a) through (e) are made will be allocated towards replacement, renewal, expansion, and other capital needs of the facilities managed by Metro, on an as-needed basis to be determined by Metro.

(3) Earnings on proceeds allocated to the Excise Tax Fund will be credited to the

Excise Tax Fund.

(4) The amounts specified in subsection (2) above are subject to review by the Board every five years.

(5) The tax imposed by subsection (D) is separate and independent of the tax imposed by subsection (C). Nothing in this subsection (D) modifies the 1% tax provided for by subsection (C).

(E) A surcharge rate of the tax imposed by subsection (A) is equal to 2.5% and will be allocated to the VFTA that is separate from the Excise Tax Fund. This 2.5% surcharge will terminate if the 2.5% motor vehicle rental tax surcharge imposed by § 11.301(C) is terminated before issuance of the Bonds.

(1) Before paying the tax imposed by subsection (E) as required by § 11.407, the operator may deduct an amount equal to 5% of the portion of the tax allocated to VFTA. This 5% may be retained by the operator as reimbursement for expenses for collecting the tax.

(2) The tax imposed by subsection (E) is separate and independent of the tax imposed by subsections (C) and (D). Nothing in this subsection modifies the taxes imposed by subsections (C) and (D).

(3) In addition to imposing a tax, this subsection (E) specifically authorizes the Board under Home Rule authority to enter into an intergovernmental agreement with the City, pledging the County to maintain the tax surcharge to pay the Bonds and other obligations of this subsection (E). Any pledge of tax revenues in such an intergovernmental agreement is binding under ORS 288.594 from April 1, 2000, and as long as the Bonds set out in subsection (E) are outstanding.

(4) Taxes imposed by subsection (E) will be allocated in the following order of priority:

(a) First, to the City in the amount required to pay debt service on the Convention Center Completion Bonds;

(b) Second, to the City in the amount required to pay debt service on the PCPA Bonds;

(c) Third, to the City in the amount, if any, required to pay the remaining debt service on Civic Stadium Bonds after application of Civic Stadium Revenues;

(d) Fourth, to Metro in the amount, if any, required to pay reasonable operating, capital repair and maintenance cost of the OCC in excess of revenues collected by the OCC and the tax received by Metro from subsection (D);

(e) Fifth, to Metro for Convention Center Marketing, \$250,000 in Year One, \$350,000 in the second year, increased for each fiscal year thereafter by the CPI.

(f) Sixth, to Tri-County Metropolitan Transportation District (Tri-Met), \$300,000 in the fiscal year 2000-01, increased each subsequent fiscal year by the CPI, for costs of extending the fareless square to the Lloyd Center Max station;

(g) Seventh, to the Visitor Development Fund (VDF), \$250,000 in the fiscal year 2000-01, \$500,000 in fiscal year 2001-02, increased each subsequent fiscal year by the CPI, to attract visitors to the county and City that maximize hotel occupancy and vehicle rentals;

(h) Eighth, to Metro for the operator of the PCPA, \$250,000 in Year One, \$500,000 in the second year, increased each year thereafter by the CPI, for costs of PCPA operations;

(i) Ninth, to Metro to pay OCC operating deficits in excess of \$8,840,000 that accumulate during the first six fiscal years (2000-01 through 2005-06) after the effective date of the tax imposed by subsection (E);

(j) Tenth, to a revenue stabilization subaccount sufficient to pay subsection (a) through (i) disbursements, and that may be used to redeem or defease Convention Center Completion Bonds and PCPA Bonds.

(k) Eleventh, any subsection (E) taxes remaining after the (a) through (i) payments including subaccounts may be spent according to budgets proposed by the Visitor Development Board.

**Section 5.** This ordinance, being necessary to conform the code to the Visitor Facilities Intergovernmental Agreement with the City of Portland and Metro approved by the Board on January 18, 2001, and for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and this ordinance shall take effect upon its execution by the County Chair, pursuant to section 5.50 of the Charter of Multnomah County.

FIRST READING:

January 18, 2001

SECOND READING AND ADOPTION:

January 25, 2001

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

ATTACHMENT B

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 942

Amending MCC 11.300-11.305, increasing the Motor Vehicle Rental Tax for Visitor Facilities

The Multnomah County Board of Commissioners Finds:

- a. Ordinance 122 imposed a 10% car rental tax effective July 1, 1976. All revenues go to the general fund.
- b. Ordinance 407 adopted December 22, 1983 amended definitions and increased the required license fee from \$2 to \$15.
- c. Ordinance 417 effective May 1, 1984 repealed subsections to avoid possible application to transactions outside of the county.
- d. Ordinance 519 adopted June 19, 1986 amended the definition of "director."
- e. Ordinance 627 adopted August 17, 1989 amended code to exempt replacement vehicle rental by "residents."
- f. Ordinance 849 adopted April 11, 1996 amended code to implement County Auditor suggestions to improve administration of the tax.
- g. Ordinance 934 adopted July 29, 1999 amended the code to exempt vehicles rented from "car sharing organizations."
- h. The County has approved a Memorandum of Understanding relating to the expansion of the Oregon Convention Center, improvements to the Portland Center for the Performing Art and Civic Stadium, and enhancements to the county visitor industry. The County has agreed to amend its code to increase the motor vehicle rental tax and the transient lodging tax to partially fund these activities.

Multnomah County Ordains as follows:

Section 1. MCC §§ 11.300-11.305 are amended to read as follows:

**MOTOR VEHICLE RENTAL TAX**

§ 11.300 Definitions.

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

**CAR SHARING ORGANIZATION.** A profit or non-profit organization with membership requirements that provides the use of motor vehicles exclusively to its members for a fee.

**COMMERCIAL ESTABLISHMENT.** Any person or other entity, any part of whose business consists of providing the use of motor vehicles for a rental fee.

**DIRECTOR.** The Finance Director of the county.

**DOING BUSINESS IN THE COUNTY.** Any of the following conduct by a commercial establishment whose business address is within or outside the county:

- (1) Delivery of a rented vehicle to a location within the county for use by a person within the county; or
- (2) Presenting for execution within the county by any person a car rental agreement.

**EXEMPTION AREA.** Multnomah, Washington and Clackamas Counties.

**MOTOR VEHICLE.** Without limitation, automobiles, trucks having a manufacturer's gross vehicle weight not exceeding 24,000 pounds, motor homes, motorcycles, pickup campers and any motorized passenger vehicles designed to carry fewer than ten persons, which are capable of being used on the highways of the state.

**PARITY OBLIGATIONS.** County bonds or obligations up to \$8,500,000 in aggregate principal amount that pledge motor vehicle rental tax on a parity with the Regional Children's Campus Bonds, and any bonds or obligations issued to the refund Regional Children's Campus Bonds.

**REGIONAL CHILDREN'S CAMPUS (RCC) BONDS.** County Revenue Bonds, Series 1998 (Regional Children's Campus, Inc.) that are dated October 1, 1998.

**RENTAL FEE.** The gross fee and charges, whatever the basis of their calculation, paid to a commercial establishment by any person for the rental of a motor vehicle.

*RENTAL or RENTING:* Obtaining in the county the use of a motor vehicle from a commercial establishment in the county for a rental fee, and includes all services, supplies and commodities furnished by the commercial establishment in connection with providing the use of the vehicle, but does not include leasing or other transactions where title of a motor vehicle is permanently or temporarily transferred from the commercial establishment to any other person or entity.

§ 11.301 Imposition of Tax.

(A) A tax is imposed on every person renting a motor vehicle from a commercial establishment doing business in the county, if the rental is for a period of 30 days or less. A rental must have a duration of 30 days or less if the actual possession or use by the person renting the vehicle terminates not later than the end of a 30-day period or if any contract governing the rental has a duration of 30 days or less.

(B) The base rate of the tax imposed by subsection (A) is equal to 10% of the rental fee charged by the commercial establishment for the rental.

*(C) The surcharge rate of the tax imposed by subsection (A) is equal to 2.5% of the rental fee charged by the commercial establishment for the rental. This 2.5% surcharge will terminate if the 2.5% transient lodging tax imposed by MCC 11.401(E) is terminated before the issuance of the bonds defined in MCC 11.400.*

(D) If, with respect to any rental fee, the tax imposed under this section does not equal an amount calculable to a whole cent, the commercial establishment must charge a tax equal to the next highest whole cent. However, the amount remitted to the Director by the commercial establishment for each quarter must equal 12.5% of the total rental fees collected by the commercial establishment during the quarter.

§ 11.302 Collection of Tax; Remittance Records; Tax as Debt.

(A) The commercial establishment must collect the tax imposed by § 11.301 at the time it collects a rental fee.

(B) On or before the last business day of January, April, July and October of each year, each commercial establishment must remit to the Director all taxes collected during the preceding calendar quarter. The remittance must be accompanied by a report showing:

(1) The amount of the rental fees collected by the commercial establishment during the preceding quarter;

(2) The amount, if any, of those rental fees that is attributable to and identified on the records or billings of the commercial establishment for gasoline sales;

(3) Such further information as the Director may prescribe.

(C) The report and all such additional information as required from the commercial establishment accompanying remittance of the collected tax is exempt from public disclosure and remains confidential in the possession of the Director.

(D) All commercial establishments must maintain accurate records of rental fees assessed and of taxes collected, and such records are subject to review, inspection and audit within the county by the Director or the director's designee at all reasonable times.

(E) The commercial establishment that rents a vehicle in the county is responsible for remittance of the tax, based on the total rental fee, wherever collected, as well as maintenance of the appropriate records of the fees.

(F) The tax imposed by § 11.301 is a debt owed by the commercial establishment to the county until remitted under this section.

**§ 11.303 Tax Evasion Or Deficiency Determination.**

(A) If the Director determines that the report required in § 11.302(B) has not been filed or is incorrect, the Director may compute and determine the amount required to be paid upon the basis of the facts contained in any report or reports, or upon the basis of any available information. One or more deficiency or evasion determinations may be made of the amount due for one or more than one period. The amount so determined is due and payable immediately upon service of notice, after which the amount determined is delinquent. Penalties on deficiencies will be applied under § 11.399.

(B) In making a determination, the Director may offset any overpayments previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. Interest on underpayments will accrue at the rate of one percent per month pro rata from the date the tax became delinquent until the date paid.

(C) The Director will give written determination notice to the commercial establishment, served personally or by certified mail. If mail service is employed, service is deemed made upon mailing.

(D) Except where fraud or intent to evade this subchapter exists, every deficiency determination must be made and notice given within three years after the last day of the month following the close of the quarterly reporting period for which the amount is proposed to be determined, or within three years after the report reflecting an underpayment is filed, whichever period expires later.

**§ 11.304 Use of Taxes.**

(A) The 10% base taxes collected under this subchapter are general fund revenues of the county, except that the portion of taxes attributable to gasoline sales are subject to the limitations on use prescribed by the constitution and laws of the state.

(B) The base taxes, and to the extent necessary also surcharge taxes, will be used by the County to pay any debt service on the RCC Bonds and any Parity Obligations. All 2.5% surcharge taxes collected under this subchapter not needed for that purpose will be deposited in the Visitors Facilities Trust Account (VFTA) created by 11.401(E) and allocated as provided by 11.401(E)(4). The Board is authorized under Home Rule authority to enter an intergovernmental agreement with the City of Portland to pledge the County to maintain this surcharge to pay the bonds and other obligations identified in 11.401(E). Such pledge is binding under ORS 288.594 from April 1, 2000 as long as the 11.401(E) bonds are outstanding.

§ 11.305 Exemptions.

The tax imposed by 11.301 is not applicable to:

- (A) A rental fee that state or federal law exempts from the tax.
- (B) A rental fee for a motor vehicle used for official governmental business by an employee of the federal government.
- (C) A motor vehicle rented by a resident of the exemption area to temporarily replace a vehicle being repaired or serviced.
- (D) A motor vehicle rented in the county by a member of a car sharing organization who is a resident of the exemption area

Section 2. This ordinance is effective April 1, 2000.

FIRST READING:

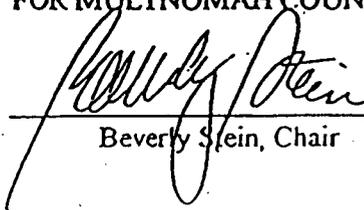
February 3, 2000

SECOND READING AND ADOPTION:

February 17, 2000.

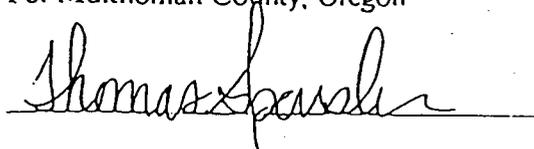


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon



ATTACHMENT D

OCC OPERATING DEFICIT PAYMENTS

Year	Amount
2001	5,740,000
2002	600,000
2003	950,000
2004	1,000,000
2005	250,000
2006	300,000

## ATTACHMENT E

The documents that will implement the Memorandum of Understanding dated September 14, 1999, are:

1. The Visitor Facilities Intergovernmental Agreement.
2. The County Ordinance 941 to add Section 11.401(E) and make other amendments to its transient lodgings tax.
3. The County Ordinance 942 to add Section 11.301(C) and make other amendments to its vehicle rental tax.
4. The Agreement between the governmental parties and the Visitor Development Board.
5. The Articles of Incorporation of the Visitor Development Board.
6. The disbursement agreement between the City and Metro regarding the Portland Development Commission funds.
7. The intergovernmental agreement between the City and Metro regarding the City's obligation to provide operating and capital support to PCPA.
8. The intergovernmental agreement between the City and Tri-Met regarding the extension of Fareless Square to the Lloyd Center Max station.
9. The intergovernmental agreement between the County and Metro regarding County support of the Oregon Convention Center.
10. The intergovernmental agreement between the City and County regarding collection of the transient lodgings tax.
11. The amendment of the intergovernmental agreement between the City and Metro regarding operation of Civic Stadium.
12. The disbursement agreement between the City and Metro regarding the PCPA Bonds.

**ATTACHMENT F**  
**VISITOR DEVELOPMENT INITIATIVE CASHFLOW PROJECTIONS**  
*Modified January 2000 Projections*

*Convention Center opens June 2003 .*

1	2	3	4	5	6	7	8	9	10	11	12	
			<b>NET REVENUES</b>						<b>MOU #1</b>		<b>MOU #2:</b>	
			-----									
Fiscal Year Ending	Est. Portland Salem OR-WA CPI-U "CPI"	TM Tax Annual Growth Rate	2.5% Surcharge Transient Lodgings Tax (MCC 11.401(E))	TM Tax Handling Fee (Withheld) 5%	2.5% Surcharge Vehicle Rental Tax (MCC 11.301(C))	TOTAL NET REVENUES	TRUST ADMIN. FEE TO COUNTY	CONV CENTER LTRB Debt Service: Issued Jan 2001	Net After Convention Center Debt	PCPA Capital Improvements Debt, Issued Jan 2001	Net After PCPA Debt	
VALUES								<i>Term Mixed</i>		<i>Debt</i>		
SOURCE			<i>MULT CO</i>		<i>MULT CO</i>			<i>Mix DIBS/Sers</i>				
				<i>5.00%</i>			<i>0.7%</i>	<i>TAX EXEMPT</i>				
2001	3.30%	3.00%	5,715,673	(285,784)	3,028,615	8,458,504	(59,210)	(1,596,046)	6,803,249		6,803,249	
2002	3.30%	3.00%	5,887,143	(294,357)	3,131,891	8,724,676	(61,073)	(4,256,122)	4,407,482	(211,191)	4,196,291	
2003	3.30%	4.00%	6,122,628	(306,131)	3,238,688	9,055,185	(63,386)	(4,256,122)	4,735,677	(211,191)	4,524,486	
2004	3.30%	4.00%	6,367,534	(318,377)	3,349,127	9,398,284	(65,788)	(4,256,122)	5,076,374	(211,191)	4,865,184	
2005	3.30%	5.00%	6,685,910	(334,296)	3,463,333	9,814,947	(68,705)	(5,641,725)	4,104,517	(211,191)	3,893,327	
2006	3.30%	4.00%	6,953,347	(347,667)	3,581,432	10,187,112	(71,310)	(6,036,725)	4,079,077	(211,191)	3,867,886	
2007	3.30%	4.00%	7,231,481	(361,574)	3,703,559	10,573,466	(74,014)	(6,656,725)	3,842,726	(211,191)	3,631,535	
2008	3.30%	4.00%	7,520,740	(376,037)	3,829,850	10,974,553	(76,822)	(6,111,725)	4,786,006	(211,191)	4,574,815	
2009	3.30%	4.00%	7,821,569	(391,078)	3,960,448	11,390,939	(79,737)	(6,481,725)	4,829,477	(211,191)	4,618,286	
2010	3.30%	4.00%	8,134,432	(406,722)	4,095,500	11,823,210	(82,762)	(6,866,725)	4,873,722	(211,191)	4,662,532	
2011	3.30%	4.00%	8,459,809	(422,990)	4,235,156	12,271,975	(85,904)	(7,256,725)	4,929,346	(211,191)	4,718,155	
2012	3.30%	4.00%	8,798,202	(439,910)	4,379,575	12,737,867	(89,165)	(7,666,725)	4,981,978	(211,191)	4,770,785	
2013	3.30%	4.00%	9,150,130	(457,506)	4,528,918	13,221,542	(92,551)	(8,101,725)	5,027,266	(211,191)	4,816,075	
2014	3.30%	4.00%	9,516,135	(475,807)	4,683,355	13,723,683	(96,066)	(8,536,725)	5,090,892	(211,191)	4,879,701	
2015	3.30%	4.00%	9,896,780	(494,839)	4,843,057	14,244,998	(99,715)	(8,916,725)	5,228,558	(211,191)	5,017,367	
2016	3.30%	4.00%	10,292,652	(514,633)	5,008,205	14,786,224	(103,504)	(9,316,725)	5,365,996	(211,191)	5,154,805	
2017	3.30%	4.00%	10,704,358	(535,218)	5,178,985	15,348,125	(107,437)	(9,816,725)	5,423,963	(211,191)	5,212,772	
2018	3.30%	4.00%	11,132,532	(556,627)	5,355,588	15,931,494	(111,520)	(10,216,725)	5,603,248	(211,191)	5,392,057	
2019	3.30%	4.00%	11,577,833	(578,892)	5,538,214	16,537,156	(115,760)	(10,416,725)	6,004,670	(211,191)	5,793,479	
2020	3.30%	4.00%	12,040,947	(602,047)	5,727,067	17,165,966	(120,162)	(10,616,725)	6,429,079	(211,191)	6,217,888	
2021	3.30%	4.00%	12,522,585	(626,129)	5,922,360	17,818,815	(124,732)	(10,816,725)	6,877,358	(211,191)	6,666,168	
2022	3.30%	4.00%	13,023,488	(651,174)	6,124,312	18,496,626	(129,476)	(11,016,725)	7,350,424		7,350,424	
2023	3.30%	4.00%	13,544,427	(677,221)	6,333,152	19,200,358	(134,403)	(11,216,725)	7,849,230		7,849,230	
2024	3.30%	4.00%	14,088,205	(704,310)	6,549,112	19,931,066	(139,517)	(11,616,725)	8,174,764		8,174,764	
2025	3.30%	4.00%	14,649,653	(732,483)	6,772,437	20,689,607	(144,827)	(11,716,725)	8,828,054		8,828,054	
2026	3.30%	4.00%	15,235,639	(761,782)	7,003,377	21,477,234	(150,341)	(5,641,725)	15,685,168		15,685,168	
2027	3.30%	4.00%	15,845,064	(792,253)	7,242,192	22,295,003	(156,065)	(5,641,725)	16,497,213		16,497,213	
2028	3.30%	4.00%	16,478,867	(823,943)	7,489,151	23,144,074	(162,009)	(5,641,725)	17,340,341		17,340,341	
2029	3.30%	4.00%	17,138,022	(856,901)	7,744,531	24,025,651	(168,180)	(5,641,725)	18,215,747		18,215,747	
2030	3.30%	4.00%	17,823,543	(891,177)	8,008,619	24,940,985	(174,587)	(5,641,725)	19,124,673		19,124,673	
			320,357,326	(16,017,888)	154,049,805	458,389,265	(3,208,725)	(227,614,265)		(4,223,819)		

**ATTACHMENT F**  
**VISITOR DEVELOPMENT INITIATIVE CASHFLOW PROJECTIONS**  
*Modified January 2000 Projections*

0

nues      RSS = Revenue Stabilization Subaccount

1	26	27	28	29	30	31	32	33	34	35	36	37	38
			MOU #6			MOU #7			MOU #8				
Fiscal Year Ending	Shortfall for MOU 5 (to be covered by RSS)	Net After Fareless Square	Visitor Development Fund (Year One NR)	Shortfall for MOU 6 (to be covered by RSS)	Net After Visitor Development Fund	Enhanced PCPA Support (No set begin.)	Shortfall for MOU 7 (to be covered by RSS)	Net After PCPA Support	Excess OCC Op. Deficits, first 1-6 years	Total shortfall for MOU 5,6 or 7	Revenue Stab. Subaccount "RSS" (negative = depleted)	MOU #9: Ending Balance or NR to call or defease bonds	Cum Balance
VALUES			CPI			CPI							
SOURCE													
2001	0	813,249	(250,000)	0	563,249	(250,000)	0	313,249		0	313,249	0	0
2002	0	724,770	(500,000)	0	224,770	(224,770)	(275,230)	0		(275,230)	54,464	0	0
2003	0	1,078,106	(516,500)	0	561,606	(516,500)	0	45,106		0	102,429	0	0
2004	0	1,397,951	(533,545)	0	864,407	(533,545)	0	330,862		0	438,669	0	0
2005	0	518,533	(518,533)	(32,618)	0	0	(551,151)	0		(583,770)	(122,070)	0	0
2006	0	328,087	(328,087)	(241,253)	0	0	(569,339)	0		(810,592)	0	0	0
2007	0	840,982	(588,128)	0	252,854	(252,854)	(335,273)	0		(335,273)	0	0	0
2008	0	1,803,498	(607,536)	0	1,195,962	(607,536)	0	588,426		0	588,426	0	0
2009	0	1,866,246	(627,585)	0	1,238,662	(627,585)	0	611,077		0	1,230,396	0	0
2010	0	1,935,339	(648,295)	0	1,287,044	(648,295)	0	638,749		0	1,685,567	248,174	248,174
2011	0	2,011,499	(669,689)	0	1,341,810	(669,689)	0	672,121		0	1,741,190	704,990	953,164
2012	0	2,086,591	(691,788)	0	1,394,803	(691,788)	0	703,015		0	1,798,650	738,968	1,690,132
2013	0	2,156,811	(714,617)	0	1,442,193	(714,617)	0	727,576		0	1,858,005	762,650	2,452,782
2014	0	2,243,392	(738,200)	0	1,505,192	(738,200)	0	766,992		0	1,919,319	803,223	3,256,005
2015	0	2,407,579	(762,560)	0	1,645,018	(762,560)	0	882,458		0	1,982,657	919,885	4,175,890
2016	0	2,575,648	(787,725)	0	1,787,923	(787,725)	0	1,000,199		0	2,048,084	1,038,860	5,214,750
2017	0	2,663,917	(813,720)	0	1,850,198	(813,720)	0	1,036,478		0	2,115,671	1,076,416	6,291,166
2018	0	2,868,955	(840,572)	0	2,028,382	(840,572)	0	1,187,810		0	2,185,488	1,229,065	7,520,231
2019	0	3,302,718	(868,311)	0	2,434,406	(868,311)	0	1,566,095		0	2,257,609	1,608,712	9,128,943
2020	0	3,761,436	(896,966)	0	2,864,470	(896,966)	0	1,967,505		0	2,332,111	2,011,528	11,140,472
2021	0	4,246,717	(926,565)	0	3,320,151	(926,565)	0	2,393,586		0	2,409,070	2,439,062	13,579,534
2022	0	4,966,580	(957,142)	0	4,009,438	(957,142)	0	3,052,296		0	2,488,570	3,099,273	16,678,807
2023	0	5,505,665	(988,728)	0	4,516,937	(988,728)	0	3,528,210		0	2,570,692	3,576,737	20,255,543
2024	0	5,872,057	(1,021,356)	0	4,850,701	(1,021,356)	0	3,829,345		0	2,655,525	3,879,474	24,135,017
2025	0	6,568,078	(1,055,081)	0	5,513,016	(1,055,081)	0	4,457,955		0	2,743,158	4,509,738	28,644,755
2026	0	14,268,327	(1,089,878)	0	13,178,449	(1,089,878)	0	12,088,572		0	2,833,682	12,142,063	40,786,818
2027	0	15,033,616	(1,125,844)	0	13,907,773	(1,125,844)	0	12,781,929		0	2,927,193	12,837,186	53,624,004
2028	0	15,828,445	(1,162,996)	0	14,665,449	(1,162,996)	0	13,502,453		0	3,023,791	13,559,533	67,183,537
2029	0	16,653,959	(1,201,375)	0	15,452,583	(1,201,375)	0	14,251,208		0	3,123,576	14,310,172	81,493,709
2030	0	17,511,346	(1,241,021)	0	16,270,325	(1,241,021)	0	15,029,304		0	3,226,654	15,090,214	96,583,923

(23,672,321)

(22,215,198)

as of October 2000  
ATTACHMENT G

FYE	2001	2002	2003	2004	2005	2006	Committed
Rental	1,855,781	1,874,000	1,931,000	2,008,000	2,088,000	2,172,000	10,928,311
Reimbursed Labor	326,831	316,000	360,000	442,000	460,000	478,000	2,388,831
Concession/Catering	5,149,973	5,395,000	5,503,000	5,723,000	5,952,000	6,190,000	23,915,973
Merchandising	24,720	21,000	30,000	31,000	32,000	33,000	170,720
Utility Services	1,196,421	1,237,000	1,286,000	1,337,000	1,390,000	1,446,000	7,802,821
Parking	296,034	250,000	485,000	1,179,000	1,226,000	1,275,000	6,311,034
User Fee	1,500	-	-	-	-	-	1,500
Sales Commission	41,900	43,000	45,000	47,000	49,000	51,000	2,76,900
Retail Sales	56,250	54,000	56,000	58,000	60,000	62,000	286,250
Administrative Fee	-	-	-	-	-	-	-
Advertising Fee	168,017	137,000	142,000	148,000	154,000	160,000	918,017
Other	88,000	92,000	96,000	100,000	104,000	108,000	538,000
<b>Subtotal</b>	<b>9,205,427</b>	<b>9,419,000</b>	<b>9,934,000</b>	<b>11,073,000</b>	<b>11,515,000</b>	<b>11,975,000</b>	<b>65,000,000</b>
Impact of Completion Project	-	-	745,050	3,321,900	5,181,750	7,185,000	16,333,700
<b>Total Operating Revenues</b>	<b>9,205,427</b>	<b>9,419,000</b>	<b>10,679,050</b>	<b>14,394,900</b>	<b>16,696,750</b>	<b>19,160,000</b>	<b>81,333,700</b>
Interest on Investments	248,000	180,406	88,086	-	-	-	516,492
Transfers	73,500	40,385	26,923	-	-	-	140,808
<b>Total Other Resources</b>	<b>321,500</b>	<b>220,791</b>	<b>115,009</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>657,300</b>
<b>Total Operating Revenue &amp; Other Resources</b>	<b>9,526,927</b>	<b>9,639,791</b>	<b>10,794,059</b>	<b>14,394,900</b>	<b>16,696,750</b>	<b>19,160,000</b>	<b>82,000,000</b>
<b>Personal Services</b>	<b>5,322,590</b>	<b>5,535,000</b>	<b>5,756,000</b>	<b>5,986,000</b>	<b>6,225,000</b>	<b>6,474,000</b>	<b>26,258,590</b>
Impact of Completion Project	-	-	359,750	1,496,500	2,334,375	3,237,000	7,427,625
<b>Materials and Services</b>	<b>2,196,377</b>	<b>2,119,000</b>	<b>2,183,000</b>	<b>2,248,000</b>	<b>2,315,000</b>	<b>2,384,000</b>	<b>10,228,377</b>
Impact of Completion Project	-	-	163,725	674,400	1,041,750	1,430,400	3,310,275
<b>Concessions/Catering</b>	<b>3,216,354</b>	<b>3,506,750</b>	<b>3,962,160</b>	<b>4,120,560</b>	<b>4,285,440</b>	<b>4,456,800</b>	<b>19,558,064</b>
Impact of Completion Project	-	-	297,162	1,236,168	1,928,448	2,674,080	6,135,858
<b>Parking</b>	<b>93,696</b>	<b>17,500</b>	<b>71,253</b>	<b>82,530</b>	<b>85,820</b>	<b>89,250</b>	<b>440,046</b>
Impact of Completion Project	-	150,000	50,000	6,190	25,746	40,163	272,099
<b>Marketing Contract</b>	<b>2,288,248</b>	<b>2,445,000</b>	<b>2,468,000</b>	<b>2,542,000</b>	<b>2,618,000</b>	<b>2,697,000</b>	<b>15,038,248</b>
Impact of Completion Project	-	250,000	-	-	-	-	250,000
<b>Total Operating Expenditures</b>	<b>13,117,265</b>	<b>14,023,250</b>	<b>15,311,050</b>	<b>18,392,348</b>	<b>20,859,579</b>	<b>23,482,693</b>	<b>105,538,866</b>
<b>Debt Service</b>	<b>3,600</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,600</b>
<b>Capital Spending</b>	<b>158,500</b>	<b>222,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>1,130,500</b>
<b>Capital Improvement Plan/RR</b>	<b>238,000</b>	<b>-</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>838,000</b>
<b>Metro Support Sys/Ins</b>	<b>848,532</b>	<b>891,000</b>	<b>936,000</b>	<b>983,000</b>	<b>1,032,000</b>	<b>1,084,000</b>	<b>4,774,532</b>
<b>MERC Administration</b>	<b>571,905</b>	<b>601,000</b>	<b>631,000</b>	<b>663,000</b>	<b>696,000</b>	<b>731,000</b>	<b>3,903,905</b>
<b>Transfer/Loan</b>	<b>-</b>						
<b>Transfer to OCC Capital Project Fund</b>	<b>-</b>						
<b>Transfer to MERC RR Fund</b>	<b>-</b>						
<b>Contingency</b>	<b>26,110</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>1,026,110</b>
<b>Total Other Uses</b>	<b>1,846,647</b>	<b>1,914,000</b>	<b>2,217,000</b>	<b>2,296,000</b>	<b>2,378,000</b>	<b>2,465,000</b>	<b>11,022,647</b>
<b>Total Operating Expenditures and Other Uses</b>	<b>14,963,912</b>	<b>15,937,250</b>	<b>17,528,050</b>	<b>20,688,348</b>	<b>23,237,579</b>	<b>25,947,693</b>	<b>116,561,513</b>
<b>Net Cash Flow</b>	<b>(5,436,985)</b>	<b>(6,297,459)</b>	<b>(6,733,991)</b>	<b>(6,293,448)</b>	<b>(6,540,829)</b>	<b>(6,787,693)</b>	<b>(38,020,405)</b>

**Attachment H**

**OREGON CONVENTION CENTER ADVISORY COMMITTEE**

(a) Purpose. The purpose of the advisory committee is to provide a forum for the discussion of policy matters regarding operation and marketing and future expansion of the Oregon Convention Center. This advisory committee is not to take the place of MERC, rather it will serve as an advisory committee to MERC and the Metro Council.

(b) Membership. The members of Oregon Convention Center Advisory Committee include:

Tri-County Lodging Association	3
Portland Oregon Visitor's Assn.	2
Multnomah County Car Rental Industry	2
Multnomah County Commission	1
City of Portland	1
MERC appointment	1
Citizens	3

Total 13

(1) Three (3) representatives of the Tri-County Lodging Association of which one (1) would be from East Multnomah County.

(2) Citizen appointments shall include persons who represent groups or interests that are affected by the Oregon Convention Center. Citizen appointments will be made pursuant to Metro Code 2.19.

(3) MERC appointment may be staff or a commission member.

(4) The chair of the advisory committee shall be elected by the membership with the approval of the Presiding Officer in consultation with the Metro Council.

(c) Scope: After consultation with our partners, the following issues could be addressed by the Oregon Convention Center Advisory Committee:

- Revenue and reinvestment issues at MERC
- Marketing allocation and strategy
- Operational support

- Providing advanced notice to stakeholders regarding OCC operational needs
- Alternative funding mechanisms
- Performance measures for service by Metro and MERC

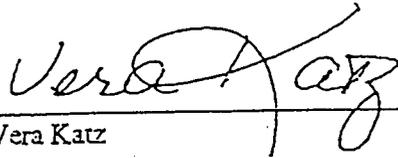
Additional issue may be considered at the request of the Metro Council or as raised by the committee with the approval of the suitable Metro Council Committee and the Presiding Officer.

- (d) Reporting Structure: The OCC Advisory Committee shall report directly to the Metro Council and provide timely reports to the MERC Commission. It shall submit a written report to the Metro Council and MERC no later than December 31, 2002.
- (e) Duration: The OCC Advisory Committee shall exist until December 31, 2004. The Metro Council through budget allocations and direction must approve extensions.
- (f) Staffing: Metro Council resources shall staff The OCC Advisory Committee.

EXHIBIT D  
EXHIBIT A

STATEMENT OF CURRENT INTENT

Although government bodies may not contract away their taxing authority, the undersigned, on behalf of their respective government bodies, state that they do not now intend to increase or impose an additional transient lodgings tax or vehicle rental tax.



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Vera Katz  
Mayor

---

Beverly Stein  
County Chair

---

Rod Monroe  
Metro Presiding Officer

EXHIBIT E

ATTACHMENT E		
Calculation of Amount of Civic Stadium Debt Service Derived from East County Cities		
	Formula Values	Example Calculation
<b>Calculation of Prior Year Hotel/Motel Tax Collections:</b>		
Total Amount Collected from new 2.5% surcharge	A	\$5,000,000
Amount Collected within the East County Cities(1)	B	\$250,000
Percent of Hotel/Motel Revenues Collected Within East County Cities	B/A	5.00%
<b>Calculation of Ratio of East County Hotel/Motel Collections to Total Revenues for the Prior Fiscal Year:</b>		
Total Hotel/Motel Tax Collections	C	\$5,000,000
Total Vehicle Rental Tax Collections	D	\$3,000,000
Total East County Cities Hotel/Motel Tax Collections	B	\$250,000
East County Cities Hotel/Motel Tax Collections as a Percent of Total Revenues (2)	E=B/(C+D)	3.13%
<b>Calculation of Civic Stadium Prior Fiscal Year Contribution Attributable to the East County Cities:</b>		
Civic Stadium Debt Service Payment	F	\$3,000,000
Civic Stadium Revenues Contributed to Civic Stadium Debt Service	G	\$1,000,000
Civic Stadium Debt Service Paid From Net Revenues	H	\$2,000,000
Civic Stadium Debt Service Contributed by the East County Cities (3)	E x H	\$62,500
<b>Notes:</b>		
1) The East County Cities include Fairview, Troutdale, Wood Village and Gresham.		
2) The derived factor "E" is used in subsequent calculations to determine the amount of Civic Stadium contribution attributable to the East County Cities.		
3) Paid directly to the VDF from Net Civic Revenues, if available.		

MEETING DATE: April 26, 2001  
AGENDA NO: R-4  
ESTIMATED START TIME: 10:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Grant Notice of Intent, State Office of Alcohol and Drug Abuse Program

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, April 26, 2001  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DCFS DIVISION: Behavioral Health

CONTACT: Jim Peterson TELEPHONE #: (503) 988-5464, ext 26436  
BLDG/ROOM #: 166/5

PERSON(S) MAKING PRESENTATION: Jim Peterson and Nancy Martin

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

NOTICE OF INTENT to Apply for a State Office of Alcohol and Drug Abuse Program Grant to Fund Projects Reducing Underage Drinking and Related Problems through Enhanced Law Enforcement and Regulation Efforts

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

01 APR 20 PM 5:02  
MULTNOMAH COUNTY  
ORIGSON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us



Department of Community and Family Services  
**MULTNOMAH COUNTY OREGON**

421 SW Sixth Avenue, Suite 700  
Portland, Oregon 97204-1618  
(503) 988-3691 phone  
(503) 988-3379 fax  
(503) 988-3598 TDD

**TO:** Board of County Commissioners

**From:** Lorenzo T. Poe, Jr., Director

**RE:** Grant Notice of Intent

**Date:** April 17, 2001

I. Recommendation/Action Requested:

Approval of the NOI to apply for funding for funds under the State Office of Alcohol and Drug Abuse Program (OADAP) in an amount of *up to* \$20,000 for "Reducing Underage Drinking and Related Problems Through the Enforcement of Underage Drinking Laws." The application is in response to OADAP RFGP # 728.

II. Background/Analysis:

The purpose of the project is to provide funds for local community grants to reduce underage drinking and related problems through enhanced law enforcement and regulation efforts. The only eligible applicants are individual counties, groups of counties, federally recognized tribes or groups of tribes. Proposals are expected to address underage drinking and related problems that:

- ✓ Enhance local law enforcement efforts to reduce underage drinking;
- ✓ Develop, implement, and /or sustain local environmental activities, strategies and policies to reduce underage drinking;
- ✓ Meet the prevention needs of the identified population;
- ✓ Include the Institute of Medicine's (IOM) prevention area of the "intervention continuum" (from Universal to Selective to Indicated);
- ✓ Reduce risk factors and increase protective factors which predict latest underage alcohol use and abuse; and
- ✓ Are based on the most current science or research relative to prevention programming.

Grant duration: July 1, 2001 through June 30, 2002.

The basic idea of this grant is to provide "mini-grants" to community providers to do individual projects of a limited nature with an estimated funding of approximately \$2,000 per grant. Ultimately the submittal of a grant application to the state will depend upon the interest

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and abilities of individual providers to submit fundable mini-grants to DCFS. The ultimate grant request will be determined by how many mini-grants are submitted to DCFS. We anticipate that there may be as many as two providers who submit mini-applications. If no provider submits a feasible application then no grant request will be made.

There is a minimal commitment or obligation on the part of the County, which will be limited to review, and some oversight of the grants. All matching requirements will be met by the provider submitting the mini-grant.

III. Financial Impact:

The total possible grant amount available in Multnomah County would be \$20,000. There is a 50% matching requirement that may be provided "in-kind." The provider who submits a mini-grant to DCFS would provide the match.

IV. Legal Issues:

None are anticipated.

V. Controversial Issues:

None.

VI. Links to County Policies:

The proposal is in line with the County's efforts to work cooperatively and collaboratively with local providers to further the mutual good of local communities.

VII. Citizen Participation:

Local community providers would carry out any projects performed under this grant. There is no formal strategy for community hearings or input to the project.

VIII. Other Government Participation:

None anticipated.

APR 26 2001

MEETING DATE: \_\_\_\_\_  
AGENDA NO: R-5  
ESTIMATED START TIME: 10:35

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: Vacation of a Portion of S.E. 172<sup>nd</sup> Avenue, County Road No. 1548

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 26, 2001

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Sustainable Community Dev. DIVISION: Transportation

CONTACT: Mike Phillips, Engr. Design Adm. TELEPHONE #: 29628

BLDG/ROOM #: 455

PERSON(S) MAKING PRESENTATION: <sup>MOP</sup> Mike Phillips

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Vacation of a portion of S.E. 172nd Avenue.

*04/30/01 certified true copies & copy to Carole Kramer & Mike Phillips*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 988-3277



**Department of Sustainable Community Development**  
**MULTNOMAH COUNTY OREGON**

Transportation Division  
1600 SE 190<sup>th</sup> Avenue  
Portland, Oregon 97233-5910  
(503) 988-5050

**SUPPLEMENTAL STAFF REPORT**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Harold E. Lasley, P.E., County Engineer  
Michael Phillips, Engineering Design Administrator

**TODAY'S DATE:** April 9, 2001

**REQUESTED PLACEMENT DATE:** April 26, 2001

**RE:** Vacation of a portion of S.E. 172nd Avenue

1. Recommendation/Action Requested:

The Transportation Division recommends approval of the Resolution vacating a portion of S.E. 172nd Avenue no longer needed by the County for right-of-way purposes, pursuant to ORS 368.341.

2. Background/Analysis:

The property was acquired in 1986 in anticipation of the functional reclassification of SE 172<sup>nd</sup> Avenue from a collector to an arterial. The property was conveyed to Multnomah County by a Deed For Road Purposes. The reclassification was never adopted, and the road remains classified as a collector. This vacation reconciles the record. The additional right of way conveyed to Multnomah County will be returned to the grantor. Interests in the portion being vacated will vest in the name of the abutting owner and the original grantor to Multnomah County, Dorus R. Warner.

3. Financial Impact:

None.

Staff Report

RE: Vacation of a portion of S.E. 172nd Avenue

Page 2

4. Legal Issues:

None foreseen. This vacation was initiated under ORS Chapter 368 by Resolution No. 01-023 adopted March 8, 2001. Notice of hearing was provided in accordance with ORS 368.346(3) and ORS 368.401 to 368.426. Adoption of this resolution grants vacation of the property as provided by ORS 368.356.

5. Controversial Issues:

None.

6. Link to Current County Policies:

Consistent with community involvement, development and intergovernmental cooperation.

7. Citizen Participation:

Proper legal notice has been done. No comments have been received.

8. Other Government Participation:

None required for these proceedings.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Vacation of a Portion of S.E. 172<sup>nd</sup> Avenue

**The Multnomah County Board of Commissioners Finds:**

- a. A section of S.E. 172<sup>nd</sup> Avenue was originally created by a Board Order, in March 1946, as Rock Creek Road, County Road No. 1548, being 40.00 feet in width. In 1949, this section of road was re-named S.E. 172<sup>nd</sup> Avenue.
- b. At this location, S.E. 172<sup>nd</sup> Avenue consists of a single strip of asphalt, approximately 20 feet in width, without curbs or sidewalks. Multnomah County no longer requires the use of a portion of S.E. 172<sup>nd</sup> Avenue (property). The property is described as follows:

A strip of land situated in the Southwest One-quarter of Section 19, T.1S., R.3E., W.M., Multnomah County, Oregon, being the West 15.00 feet, of the East 45.00 feet of that tract of land conveyed to Dorus Ray Warner by deed recorded January 30, 1953, in Book 1582, Page 102, Multnomah County Deed Records, reserving therefrom an easement for sidewalk, slope, utility, drainage, landscape and traffic control devices over the East 5.00 feet of the West 15.00 feet of the East 45.00 feet, of said Dorus Ray Warner tract. Said Warner tract being more particularly described as followed:

Beginning at a point in the North and South centerline of Section 19, Township 1 South of Range 3 East of the Willamette Meridian, 600 feet North of the South quarter corner; thence Westerly parallel with South line of said section, 440 feet to the East line of S.E. 170<sup>th</sup> Avenue; thence North along said East line 198 feet; thence Easterly parallel with the South line of Section 19, 440 feet to the North and South centerline of said section; thence South along said centerline 198 feet to the place of beginning.

As shown on the attached Exhibit A.

Containing 2970 square feet, more or less.

- c. The property was acquired by the County in 1986 with respect to functional classification of S.E. 172<sup>nd</sup> Ave. as an arterial. The arterial classification for this portion of S.E. 172<sup>nd</sup> Ave. was never adopted. The road remains classified as a collector, and a portion of the property is no longer required for the right-of-way. Interests in the property being vacated will be returned to and vest in the name of the abutting owner and the original grantor, Dorus R. Warner.
- d. Vacation of the County's right-of-way interest in this property serves the public interest.

- e. The Transportation Division of the Department of Sustainable Community Development has provided notice of the hearing by posting and advertising in accordance with ORS 368.346(3) and ORS 368.401 to 368.426.
- f. The Multnomah County Department of Sustainable Community Development has paid the advertising and processing costs associated with this vacation.

**The Multnomah County Board of Commissioners Resolves:**

1. The above described portion of S.E. 172<sup>nd</sup> Avenue is vacated, except easement rights any utilities may have in said property, pursuant to ORS Chapter 368.
2. No person is liable for any costs resulting from vacation of the property.
3. The County Surveyor will mark the plat as provided under ORS 271.230.
4. The Transportation Division of the Department of Sustainable Community Development will record and file this Resolution in accordance with ORS 368.356.

ADOPTED this 26th day of April, 2001.

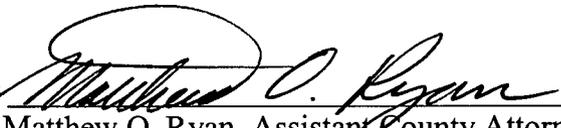
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

PHRJ3645 RES.DOC

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-051**

Vacation of a Portion of SE 172nd Avenue

**The Multnomah County Board of Commissioners Finds:**

- a. A section of SE 172nd Avenue was originally created by a Board Order, in March 1946, as Rock Creek Road, County Road No. 1548, being 40.00 feet in width. In 1949, this section of road was re-named SE 172nd Avenue.
- b. At this location, SE 172nd Avenue consists of a single strip of asphalt, approximately 20 feet in width, without curbs or sidewalks. Multnomah County no longer requires the use of a portion of SE 172nd Avenue (property). The property is described as follows:

A strip of land situated in the Southwest One-quarter of Section 19, T.1S., R.3E., W.M., Multnomah County, Oregon, being the West 15.00 feet, of the East 45.00 feet of that tract of land conveyed to Dorus Ray Warner by deed recorded January 30, 1953, in Book 1582, Page 102, Multnomah County Deed Records, reserving therefrom an easement for sidewalk, slope, utility, drainage, landscape and traffic control devices over the East 5.00 feet of the West 15.00 feet of the East 45.00 feet, of said Dorus Ray Warner tract. Said Warner tract being more particularly described as followed:

Beginning at a point in the North and South centerline of Section 19, Township 1 South of Range 3 East of the Willamette Meridian, 600 feet North of the South quarter corner; thence Westerly parallel with South line of said section, 440 feet to the East line of SE 170<sup>th</sup> Avenue; thence North along said East line 198 feet; thence Easterly parallel with the South line of Section 19, 440 feet to the North and South centerline of said section; thence South along said centerline 198 feet to the place of beginning.

As shown on the attached Exhibit A.

Containing 2970 square feet, more or less.

- c. The property was acquired by the County in 1986 with respect to functional classification of SE 172nd Ave. as an arterial. The arterial classification for this portion of SE 172nd Ave. was never adopted. The road remains classified as a collector, and a portion of the property is no longer required for the right-of-way. Interests in the property being vacated will be returned to and vest in the name of the abutting owner and the original grantor, Dorus R. Warner.
- d. Vacation of the County's right-of-way interest in this property serves the public interest.

- e. The Transportation Division of the Department of Sustainable Community Development has provided notice of the hearing by posting and advertising in accordance with ORS 368.346(3) and ORS 368.401 to 368.426.
- f. The Multnomah County Department of Sustainable Community Development has paid the advertising and processing costs associated with this vacation.

**The Multnomah County Board of Commissioners Resolves:**

1. The above described portion of SE 172nd Avenue is vacated, except easement rights any utilities may have in said property, pursuant to ORS Chapter 368.
2. No person is liable for any costs resulting from vacation of the property.
3. The County Surveyor will mark the plat as provided under ORS 271.230.
4. The Transportation Division of the Department of Sustainable Community Development will record and file this Resolution in accordance with ORS 368.356.

ADOPTED this 26th day of April, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Bill Farver*

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Attorney

PHRJ3645 RES.DOC





MEETING DATE: April 19, 2001  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:50 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Creating Joint City of Portland-Multnomah County Sustainable Development Commission

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 19, 2001  
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: DSCD DIVISION: \_\_\_\_\_

CONTACT: Amy Joslin TELEPHONE #: 988-4092  
BLDG/ROOM #: 503/320

PERSON(S) MAKING PRESENTATION: Mike Oswald and Amy Joslin

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

*Ordinance creating joint City of Portland-Multnomah County Sustainable Development Commission.*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us



Department of Sustainable Community Development  
**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Mike *MS* Oswald, Interim DSCD Director  
Amy Joslin, Acting Assistant Director of Sustainability

DATE: April 9<sup>th</sup>, 2001

RE: Ordinance Creating Portland-Multnomah County  
Sustainable Development Commission

1. Recommendation/Action Requested:

Approve Ordinance creating joint City of Portland-Multnomah County Sustainable Development Commission.

2. Background/Analysis:

City Ordinance No. 168886 established the Sustainable Portland Commission in May 1995. In February of 2001, Multnomah County approached the City of Portland about Multnomah County participation. County participation in this commission was viewed as an excellent means to strengthen development of sustainable actions within Multnomah County. This ordinance reflects the change to add Multnomah County and create a citizen advisory group called the Sustainable Development Commission to advise Multnomah County and City of Portland decision makers on energy, environmental, and sustainable development issues.

A sustainable community is one in which economic, ecological, and social well-being are integrated to ensure all live well, within nature's means. The mission of the Sustainable Development Commission (SDC) is to develop and advocate for programs, policies, and actions by government, citizens, and businesses leading to sustainable communities in the Portland metropolitan area, including those that:

- ❖ Support a diverse and vibrant economy
- ❖ Promote an equitable distribution of resources

- ❖ Protect and restore the integrity of the natural systems that support life, including air, water, and land
- ❖ Preserve the diversity of plant and animal life
- ❖ Reduce human impacts on local and worldwide ecosystems.

The specific powers and duties of the commission as described in County code 3.460 include:

- A. Advise and make recommendations to the Portland City Council and the Multnomah County Board of Commissioners on policies and programs that create sustainable communities;
- B. Articulate and promote a long-range vision for sustainable communities;
- C. Promote collaboration among citizens, businesses, governmental agencies and community-based organizations to identify strategies leading to sustainable communities;
- D. Develop opportunities for all citizens to learn about values, principles, and practices that will bring about sustainable communities;
- E. Assist city and county personnel in the coordination of policies and actions creating sustainable communities;
- F. Conduct public meetings and hearings as necessary in compliance with the state public meeting law;
- G. Meet at least once each month and keep minutes of its proceedings;
- H. Meet annually with the Portland City Council and the Multnomah County Board of Commissioners and submit a report on the Commission's activities, achievements, plans for the coming year, and recommended changes in this Chapter;
- I. Adopt rules or bylaws consistent with this code and all state and federal law for its operation and undertake any other activities necessary to the accomplishment of its mission within the terms of this section.

3. Financial Impact:

There is no financial impact.

4. Legal Issues:

There are no known legal issues.

5. Controversial Issues:

There are no controversial issues.

6. Link to Current County Policies:

The Sustainable Development Commission would support the proposed "Quality of Life" Benchmark as well as sustainable policies promoted by the Department of Sustainable Community Development. For example, the inclusion of Multnomah County in the Sustainable Development Commission would directly support DSCD's sustainability strategic goals to: conserve natural resources, improve air and water quality, provide environmentally friendly transportation, educate employees on sustainability, protect the environment, and create sustainable buildings, road maintenance and bridge operations.

7. Citizen Participation:

The public hearing at the April 19<sup>th</sup>, 2001 Board of County Commissioners will serve as an opportunity for citizens to provide comments regarding the creation of the Sustainable Development Commission. In addition to the April 19<sup>th</sup>, 2001 Public Hearing, the Sustainable Portland Commission citizen advisory group has reviewed this ordinance and voted to approve the language contained herein.

8. Other Government Participation:

The City of Portland has reviewed this ordinance and will be seeking approval for similar code revisions. The City of Portland Office of Sustainable Development has been a strong ally to Multnomah County in working together as a partner to make this code change and partnership happen.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending Multnomah County Code Chapter 3, Administration, to Establish a Sustainable Development Commission

**Multnomah County Ordains as follows:**

MCC Chapter 3, Administration is amended to add the following subchapter:

**§ 3.450\* SUSTAINABLE DEVELOPMENT COMMISSION**

**§ 3.450- Commission Established; Purpose.**

There is established a Sustainable Development Commission (SDC), advisory to the City of Portland (City) and Multnomah County (County). A sustainable community is one in which economic, ecological, and social well-being are integrated to ensure all live well, within nature's means. The SDC will develop and advocate for programs, policies, and actions by government, citizens, and businesses leading to sustainable communities in the Portland metropolitan area, including those that:

- ◆ Support a diverse and vibrant economy
- ◆ Promote an equitable distribution of resources
- ◆ Protect and restore the integrity of the natural systems that support life, including air, water, and land
- ◆ Preserve the diversity of plant and animal life
- ◆ Reduce human impacts on local and worldwide ecosystems

**§ 3.460 Powers and Duties.**

The SDC is not authorized to modify, limit or alter any permit or regulatory process of any City or County office or bureau. Subject to that limitation, the SDC is authorized to:

- (A) Advise and make recommendations to the Portland City Council and the Multnomah County Board of Commissioners on policies and programs that create sustainable communities;
- (B) Articulate and promote a long-range vision for sustainable communities;
- (C) Promote collaboration among citizens, business interests, governmental agencies and community-based organizations to identify strategies leading to sustainable communities;

(D) Develop opportunities for all citizens to learn about values, principles, and practices that will bring about sustainable communities;

(E) Assist city and county personnel in the coordination of policies and actions creating sustainable communities;

(F) Conduct public meetings and hearings as necessary in compliance with the state public meeting law.

(G) Meet at least once each month and keep minutes of its proceedings;

(H) Meet annually with the Portland City Council and Multnomah County Board of Commissioners and submit a report on the Commission's activities, achievements, plans for the coming year, and recommended changes in this subchapter; and

(I) Adopt rules or bylaws consistent with this code and all state and federal law for its operation and undertake any other activities necessary to the accomplishment of its purpose within the terms of this section.

**§ 3.470 Membership.**

The SDC shall consist of 17 members. Ten are appointed by the Mayor of Portland and confirmed by the Council. Seven are appointed by the Multnomah County Chair and confirmed by the Board. All appointments to the SDC shall be for terms of two years.

FIRST READING:

\_\_\_\_\_

SECOND READING AND ADOPTION:

\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. 960**

Amending Multnomah County Code Chapter 3, Administration, to Establish a Sustainable Development Commission

**Multnomah County Ordains as follows:**

MCC Chapter 3, Administration is amended to add the following subchapter:

**§ 3.450\* SUSTAINABLE DEVELOPMENT COMMISSION**

**§ 3.450- Commission Established; Purpose.**

There is established a Sustainable Development Commission (SDC), advisory to the City of Portland (City) and Multnomah County (County). A sustainable community is one in which economic, ecological, and social well-being are integrated to ensure all live well, within nature's means. The SDC will develop and advocate for programs, policies, and actions by government, citizens, and businesses leading to sustainable communities in the Portland metropolitan area, including those that:

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- ◆ Protect and restore the integrity of the natural systems that support life, including air, water, and land
- ◆ Preserve the diversity of plant and animal life
- ◆ Reduce human impacts on local and worldwide ecosystems

**§ 3.460 Powers and Duties.**

The SDC is not authorized to modify, limit or alter any permit or regulatory process of any City or County office or bureau. Subject to that limitation, the SDC is authorized to:

- (A) Advise and make recommendations to the Portland City Council and the Multnomah County Board of Commissioners on policies and programs that create sustainable communities;
- (B) Articulate and promote a long-range vision for sustainable communities;
- (C) Promote collaboration among citizens, business interests, governmental agencies and community-based organizations to identify strategies leading to sustainable communities;

(D) Develop opportunities for all citizens to learn about values, principles, and practices that will bring about sustainable communities;

(E) Assist city and county personnel in the coordination of policies and actions creating sustainable communities;

(F) Conduct public meetings and hearings as necessary in compliance with the state public meeting law.

(G) Meet at least once each month and keep minutes of its proceedings;

(H) Meet annually with the Portland City Council and Multnomah County Board of Commissioners and submit a report on the Commission's activities, achievements, plans for the coming year, and recommended changes in this subchapter; and

(I) Adopt rules or bylaws consistent with this code and all state and federal law for its operation and undertake any other activities necessary to the accomplishment of its purpose within the terms of this section.

**§ 3.470 Membership.**

The SDC shall consist of 17 members. Ten are appointed by the Mayor of Portland and confirmed by the Council. Seven are appointed by the Multnomah County Chair and confirmed by the Board. All appointments to the SDC shall be for terms of two years.

FIRST READING:

April 19, 2001

SECOND READING AND ADOPTION:

April 26, 2001



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Bill Farver*

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

*Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Attorney

MEETING DATE: APR 26 2001  
AGENDA NO: R-7  
ESTIMATED START TIME: 10:45  
LOCATION: BOARDROOM 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adopting City of Portland-Multnomah County Local Action Plan on Global Warming

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 26<sup>th</sup>, 2001  
AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: DSCD DIVISION: \_\_\_\_\_

CONTACT: Amy Joslin TELEPHONE #: x84092  
BLDG/ROOM #: 503/320

PERSON(S) MAKING PRESENTATION: Mike Oswald, Amy Joslin, and City representative

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Resolution Adopting City of Portland - Multnomah County Local Action Plan on Global Warming.

04/30/01 copies to Amy Joslin

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: Mike Oswald

01 APR 18 AM 11:35  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.l.bogstad@co.multnomah.or.us



Department of Sustainable Community Development  
**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Mike Oswald, Interim DSCD Director *[Signature]*  
Amy Joslin, Acting Assistant Director of Sustainability *[Signature]*

DATE: April 16<sup>th</sup>, 2001

RE: Resolution Adopting Portland-Multnomah County  
Local Action Plan on Global Warming

1. Recommendation/Action Requested:

Approve adoption of a joint City of Portland and Multnomah County local action plan on global warming to promote a sustainable future by reducing total Multnomah County emissions of greenhouse gases by ten percent from 1990 levels by 2010.

2. Background/Analysis:

Global climate change presents one of the foremost threats – economically, socially, and environmentally – of the new century. Increases in the concentration of greenhouse gases in the atmosphere are expected to result in substantially higher temperatures, more frequent intense storms, rising sea levels, and changes in water flows and quality. There is broad agreement in the scientific community that human activities are contributing to these changes, largely by releasing carbon dioxide into the atmosphere through burning fossil fuels to generate electricity, manufacture goods, heat our homes, and power our vehicles.

At a regional level, probable impacts in the Pacific Northwest include warmer temperatures, wetter winters, and drier summers. Higher temperatures are expected to lead to an increase in winter rainfall and decrease in snow. In turn, this results in higher levels of winter runoff, increasing the likelihood of flooding. In the summer, expected lower levels of rainfalls – coupled with reliance on runoff from a diminished snowpack – increase the likelihood and severity of drought, reducing the volume of water available for competing human, agricultural, and wildlife needs.

Warmer water temperatures, an earlier peak flow of water, and lower summer stream flows, all add to the difficulties facing salmon, which are already under considerable stress from human impacts in the Northwest. Northwest forests are also expected to experience added stress due to limited tree growth by drier summers, and possible increases in wildfires, pests and diseases. Finally, coastal areas can expect a higher risk of flooding and increases in coastal erosion.

Most dramatically, these changes are not in the distant future, but are in evidence now.

- Eighteen glaciers in Glacier National Park have melted in the last 30 years, and the park is expected to have no glaciers by 2070 if temperatures continue to rise as projected.
- Sea level has risen four to 10 inches over the last century, and low-lying islands in the Pacific Ocean have already been covered.
- Since 1900 temperatures in the Pacific Northwest have increased 1.5 degrees Fahrenheit and precipitation has increased 14 percent.

To answer this threat, in 1993 the City of Portland adopted a plan to reduce carbon dioxide emissions to 20 percent below 1990 emissions by 2010. Seven years into this plan, they realized they have far to go to reach this ambitious goal. Largely because of rapid population growth, the City decided to adopt a more realistic reduction target of 10 percent below 1990 levels. Combined with a review of government and community actions required to meet this goal, the City and the County looked at how they could partner to mutually support the actions required. The additional commitment by the County to actions to reduce greenhouse gas emissions by County government operations strengthens the likelihood that this goal will be achieved.

The Action Plan itself is broken into six different components:

- Policy, Research, and Education
- Energy Efficiency in Buildings
- Transportation, Telecommunications, and Access
- Renewable Energy Resources
- Waste Reductions and Recycling
- Forestry and Carbon Offsets

Each component has specific greenhouse gas reduction targets, and both the long and short-term government and community actions to meet them. Examples of actions include: educate employees about sustainability; develop and adopt energy and resource efficient building standards for all new construction; promote telework, compressed workweeks, and other flexible schedule work options; install solar, geothermal, and other renewable energy applications at appropriate facilities; establish policies to buy recycled content products; and adopt policies to restrict the purchase and use of non-sustainably harvested timber. For a complete listing please refer to the attached plan.

Each of the government actions was reviewed by the Department of Sustainable Development (DSCD) in conjunction with the key stakeholders impacted by the actions. Consensus was reached by County agencies on the feasibility of each of these actions. In some cases, the County has identified separate actions or an extended timeframe for the completion of these actions to reflect the input received from County leaders.

There are several actions that will require Board approval before implementation. In these cases, follow-up presentations will be made to the Board that presents the individual actions, the justifications for implementation, and any costs associated with them. The plan itself is intended only to set the direction and target the areas for improvement. It is the first step, and will require determined and continual follow-up to see results.

### 3. Financial Impact:

There is no financial impact at this stage. This Action Plan sets the bar, and follow-up actions will be required to meet these levels. It is impossible to estimate what the financial impact will be if all actions are implemented. This is due to the uncertainty of future conditions (i.e., action to invest in all energy efficiency measures, eems, with simple paybacks of 10 years or less, but who knows what eems will be identified by unknown future projects?), and the extent of implementation (i.e., investigate standards for purchase of recycled-content products, but which products and how many?) The point to be emphasized is that appropriate financial analysis and review will occur with the implementation of each action item.

### 4. Legal Issues:

There are no known legal issues.

### 5. Controversial Issues:

In reviewing the action items with County staff, the following two controversial issues were identified:

- Budgetary impact – particular departments and divisions were concerned about the impact of individual action items on their budget. For this reason, the short-term timeframe for action items was established as 2003. This allows for the appropriate analysis and any budget adjustments to be made in the FY-03 budget.
- Board support – several action items were identified to require board of County commissioner support. These action items will be individually presented to the Board at a later date for review and approval. In the meantime, action language was modified to reflect the need for further evaluation.

These issues were successfully resolved.

6. Link to Current County Policies:

This local action plan on global warming supports the proposed "Quality of Life" Benchmark as well as sustainable policies promoted by the Department of Sustainable Community Development. For example, the adoption of action items included in this plan directly support DSCD's sustainability strategic goals to: conserve natural resources, improve air and water quality, provide environmentally friendly transportation, educate employees on sustainability, protect the environment, and create sustainable buildings, road maintenance and bridge operations.

7. Citizen Participation:

The public hearing at the April 26<sup>th</sup>, 2001 Board of County Commissioners will serve as an opportunity for citizens to provide comments regarding the adoption of the local action plan on global warming. In addition to the April 26<sup>th</sup>, 2001 Public Hearing, the Sustainable Development Commission citizen advisory group has reviewed this plan and applauded these actions to reduce greenhouse gas emissions.

The City of Portland also conducted extensive public workshops over the course of the last year (at least ten), with input from local community leaders, businesses, non-profit organizations and government officials. The subsequent draft report that was issued had comments submitted by over 30 different parties.

The final plan reflects the input of these participants.

8. Other Government Participation:

The City of Portland Office of Sustainable Development has been a strong ally to Multnomah County in working together as a partner to include the County in this plan. Tremendous thanks to them for all their hard work and providing the County this leadership opportunity.

The Portland City Council will be reviewing this plan for adoption on April 25<sup>th</sup>, 2001.

State officials and the federal Environmental Protection Agency also participated in the formation of this plan.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Approving Adoption Of A Joint City Of Portland And Multnomah County Local Action Plan On Global Warming To Promote a Sustainable Future by Reducing Total Multnomah County Emissions of Greenhouse Gases By Ten Percent From 1990 Levels By 2010.

**The Multnomah County Board of Commissioners Finds:**

- a. The ten warmest years in the 20<sup>th</sup> century were recorded between 1985 and 1999 with the winter of 1999-2000 the warmest on record in the United States.
- b. There is broad agreement in the scientific community that average global surface temperature is likely to rise between two and ten degrees Fahrenheit by 2100, leading to an increase in average global precipitation, more frequent intense storms, and a probable rise in sea level of two feet along most of the U.S. coast.
- c. Global temperature increases potentially pose the greatest economic, environmental, and social challenge of the 21<sup>st</sup> century.
- d. The scientific community has convincingly established that the rise in global temperature is largely due to emissions of carbon dioxide, methane, and other greenhouse gases from human activities.
- e. Carbon dioxide is the primary greenhouse gas that is produced when fossil fuels are burned to generate electricity and power our transportation systems.
- f. Greenhouse gas emissions, including carbon dioxide, can be reduced in county government facilities through education, changes in building practices, land use, transportation, and material usage setting a positive example for businesses, residents, and other communities.
- g. Resolution No. 01-007 resolved "the Department of Sustainable Community Development (DSCD) shall provide leadership to the entire Multnomah County organization regarding implementing strategies for achieving sustainability," and DSCD shall pursue policies that value "using resources with an emphasis on sustainability and environmental protection, guided by a vision of being wise stewards of our land, air and water for future generations."
- h. The mission of DSCD is to enhance the vitality, livability and sustainability of the community through regional leadership in conserving and protecting our natural

resources, wise community development linking housing, transportation, land use, economic development, and provision of excellent government service.

- i. This plan would support Resolution No. 01-007 and DSCD's mission - setting the direction for sustainable actions within Multnomah County government in the near term as well as in the future.
- j. The City of Portland and Multnomah County have assumed leadership roles in working together to identify aggressive, prudent actions to reduce greenhouse gas emissions.

**The Multnomah County Board of Commissioners Resolves:**

To partner with the City of Portland in adopting a Local Action Plan on Global Warming to promote a sustainable future by reducing total Multnomah County emissions of greenhouse gases by ten percent from 1990 levels by 2010.

ADOPTED this 26th day of April 2001.

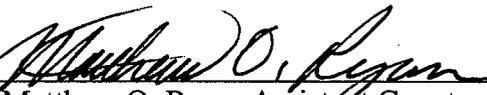
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-052**

Approving Adoption of a Joint City of Portland and Multnomah County Local Action Plan on Global Warming to Promote a Sustainable Future by Reducing Total Multnomah County Emissions of Greenhouse Gases by Ten Percent from 1990 Levels by 2010

**The Multnomah County Board of Commissioners Finds:**

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- b. There is broad agreement in the scientific community that average global surface temperature is likely to rise between two and ten degrees Fahrenheit by 2100, leading to an increase in average global precipitation, more frequent intense storms, and a probable rise in sea level of two feet along most of the U.S. coast.
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BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Bill Farver*

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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ADOPTED this 26th day of April 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Bill Farver*

Bill Farver, Interim Chair

REVIEWED:

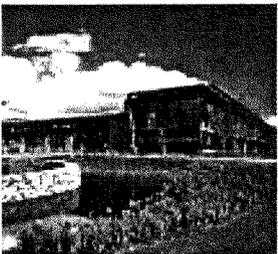
THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Attorney



# Local Action Plan on GLOBAL WARMING

April 2001



## City of Portland & Multnomah County

Erik Sten, City Commissioner  
Susan Anderson, Director

Office of Sustainable Development

1120 SW 5<sup>th</sup> Ave., Room 706  
Portland, OR 97204  
503.823.7222  
[www.sustainableportland.org](http://www.sustainableportland.org)

Bill Farver, Interim County Chair  
Maria Rojo de Steffey, Director

Department of Sustainable  
Community Development

501 SE Hawthorne Blvd., Suite 320  
Portland, OR 97214  
503.988.5000  
[www.co.multnomah.or.us/dscd](http://www.co.multnomah.or.us/dscd)

April 2001

Dear Friends,

It is impossible to overstate the importance of global warming. No other issue threatens our planet with such dramatic, far-reaching impacts, and no other issue is so clearly a worldwide problem. At the same time, many of the most promising solutions to global warming are local initiatives that we can control.

The City of Portland and Multnomah County developed this plan to reduce greenhouse gas emissions in the Portland area. The City of Portland has been a leader among local governments in combating global warming and in 1993 became the first local government in the U.S. to adopt a greenhouse gas-reduction plan. This new joint plan for the City of Portland and Multnomah County represents an important step forward for both organizations and makes clear that all governments—and all citizens—have a responsibility to address global climate change.

There is no time to lose. The scientific consensus expects substantial changes not only in temperature but in rainfall patterns, water supply, snow levels, forest health, local air quality, and sea level. These changes are not in the distant future but are in evidence now:

- Eighteen glaciers in Glacier National Park have melted in the last 30 years, and the park is expected to have no glaciers by 2070 if temperatures continue to rise as projected.
- Sea level has risen four to 10 inches over the last century, and low-lying islands in the Pacific Ocean have already been covered.
- Since 1900 temperatures in the Pacific Northwest have increased 1.5° F and precipitation has increased 14 percent.

Portland City Council and Multnomah County Board of Commissioners have established a goal of reducing greenhouse gas emissions to 10 percent below 1990 levels by 2010. Achieving this goal will require action by government, businesses, and individuals. We know what causes global warming, and the steps to combat it are clear: reduce the use of fossil fuels. Reducing greenhouse gas emissions doesn't have to be difficult. In almost every case, it's good for the family budget and for the local economy.

We encourage you to join us in taking action on both a personal and a policy level. We will continue to examine local government activities to identify areas where we can reduce emissions from City and County operations. Please take an equally serious look at your own actions and search for ways to reduce emissions from your own activities. Every reduction matters, no matter how small.

Thank you for your interest in this vital issue.



Erik Sten  
City Commissioner



Bill Farver  
Interim County Chair

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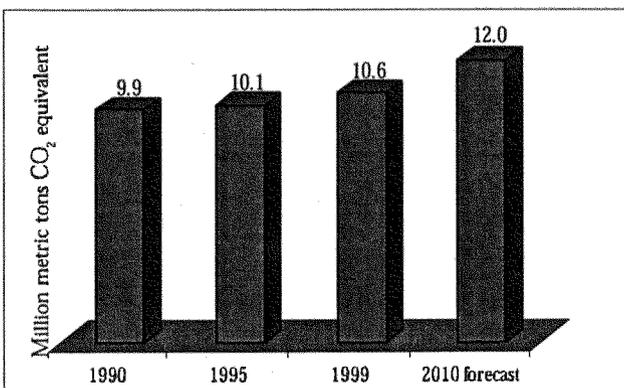
## INTRODUCTION

Global climate change presents one of the foremost threats—economically, socially and environmentally—of the new century. Increases in the concentration of greenhouse gases in the atmosphere are expected to result in substantially higher temperatures, more frequent intense storms, rising sea levels, and changes in water flows and quality. There is broad agreement in the scientific community that human activities are contributing to these changes, largely by releasing carbon dioxide into the atmosphere through burning fossil fuels to generate electricity, manufacture goods, heat our homes, and power our vehicles.

### **A Local Plan**

In 1993 Portland became the first U.S. city to adopt a plan to reduce carbon dioxide (CO<sub>2</sub>) emissions. Early in 2001 Multnomah County joined these efforts, identifying climate change as a key element in its overall sustainability initiative. Nearly 400 municipal governments worldwide have joined Portland and Multnomah County in adopting climate-change mitigation goals. Together, these communities represent more than seven percent of global greenhouse gas emissions. While the actions of any single municipality can impact only a small fraction of emissions, this collaboration of a large number of urban areas can achieve meaningful reductions.

Figure 1. Total Multnomah County greenhouse gas emissions



*Portland and cities throughout the world are responsible for creating a sustainable future for our children. We know that cutting CO<sub>2</sub> emissions is not only smart for the environment, it's great for business, too. If we reduce our CO<sub>2</sub> emissions, we also reduce local air pollution, plant more trees, lower energy bills for residents and business, use more solar and wind power, and create a more livable, walkable, community-oriented city for all of us. Cities must take a leadership role. We cannot wait for federal action.*

— Vera Katz, Mayor of Portland

Portland's 1993 CO<sub>2</sub> reduction strategy established a reduction target of 20 percent below 1990 emissions by 2010. Today, seven years into the City's original plan, we have far to go. Although impressive achievements in energy efficiency, transportation, recycling, and tree planting have helped reduce per capita emissions, rapid population growth has led to an overall increase in CO<sub>2</sub> emissions since 1990 (see Figure 1).

### **Portland and Multnomah County's Goal**

Largely because of rapid population growth, this plan adopts a more realistic reduction target of 10 percent below 1990 levels. This target is still more aggressive than the 1997 Kyoto Protocol, which, though not ratified by the U.S. Senate, sets a national reduction goal of seven percent below 1990 levels by 2008 to 2012.

As aggressive as it is, Portland and Multnomah County's greenhouse gas-reduction goal must be viewed as only the beginning. Reducing emissions to 10 percent below 1990 levels will slow the accumulation of greenhouse gases, but the atmospheric concentration of those gases will continue to rise. To stabilize atmospheric levels of greenhouse gases will require a reduction in emissions of 60 to 70 percent from 1990 levels.<sup>1</sup>

### ***The Science of the Greenhouse Effect***

The greenhouse effect is essential to life as we know it. Without it, the Earth would be permanently icy and inhospitable. Instead, water vapor and other gases in the Earth's atmosphere absorb some of the infrared energy radiating from the sunlight-warmed surface of the Earth. These gases, called greenhouse gases, allow the Earth's atmosphere to function as a sort of thermostat, keeping temperatures on Earth within a broad, mostly habitable range. Increasing the atmospheric concentration of these energy-absorbing gases threatens to disrupt the global climate, substantially altering temperature and precipitation patterns.

The gases of greatest concern are carbon dioxide, methane, nitrous oxide, and halocarbons. Carbon dioxide, which is produced primarily through burning gasoline, natural gas, coal, and oil, is the largest contributor to the greenhouse effect, with emissions estimated to be 82 percent of all U.S. greenhouse gas emissions.<sup>2</sup> Emissions of methane account for just under 10 percent of U.S. emissions and result from decomposing landfill waste, manure and fermentation from livestock, and natural gas systems.

Nitrous oxide emissions are six percent of U.S. emissions and arise from agricultural soil management and combustion engines. Halocarbons, which include chlorofluorocarbons, hydrochlorofluorocarbons, and perfluorocarbons, are typically produced during industrial processes.

In addition to these greenhouse gases, changing patterns of land use and land cover are altering the atmospheric balance. Soil, forests, and other vegetation have the potential to remove carbon dioxide from the atmosphere, and changes in the quantities and management of land uses have large impacts on the atmosphere.

Emissions of sulfate aerosols, microscopic airborne particles released during industrial processes, introduce a further complexity. These aerosols tend to reflect sunlight before it reaches the Earth and therefore have a cooling

effect on the atmosphere. In a few parts of the world, in fact, the cooling effect of aerosols has more than offset the warming influence of greenhouse gases.<sup>3</sup> Aerosols remain in the atmosphere for a much shorter time than greenhouse gases, however, and the long-term cooling impact of aerosols is small compared to the warming effect of greenhouse gases. Including these aerosols in climate models has greatly improved the models' ability to reproduce observed changes in global temperatures.

### ***The Earth Is Warming***

There is no debate that the atmospheric concentration of greenhouse gases is increasing, and the broad scientific consensus is that this will lead to significant changes in the global climate.

The United Nations Environment Programme and the

World Meteorological Organization convened the Intergovernmental Panel on Climate Change (IPCC) in 1988, and the IPCC remains the primary international authority on global climate change.

*Long-term observations confirm that our climate is now changing at a rapid rate.*

— U.S. Global Change Research Program National Assessment Synthesis Team, 2000<sup>4</sup>

The 1995 IPCC *Second Assessment* report projected an increase in mean global temperature of between 1.8° F and 6.3° F over the next century. The 1995 report concluded that "The balance of evidence suggests a discernible human influence on global climate."<sup>5</sup>

The 2000 IPCC *Third Assessment*, drawing on an expanded and improved body of scientific research, concluded that temperatures are likely to be much hotter than previously expected. The report found that a business-as-usual scenario is expected to lead to a temperature rise of between 2.5° and 10.4° F by 2100. The report also strengthened its conclusion about the role of humans, finding that human-generated emissions "have contributed substantially to the observed warming over the last 50 years."<sup>6</sup>

In the Pacific Northwest, scientists have already observed measurable warming. Over the last century, the regional average temperature has increased by 1.5° F, and average annual precipitation has increased by 2.8 inches.<sup>7</sup>

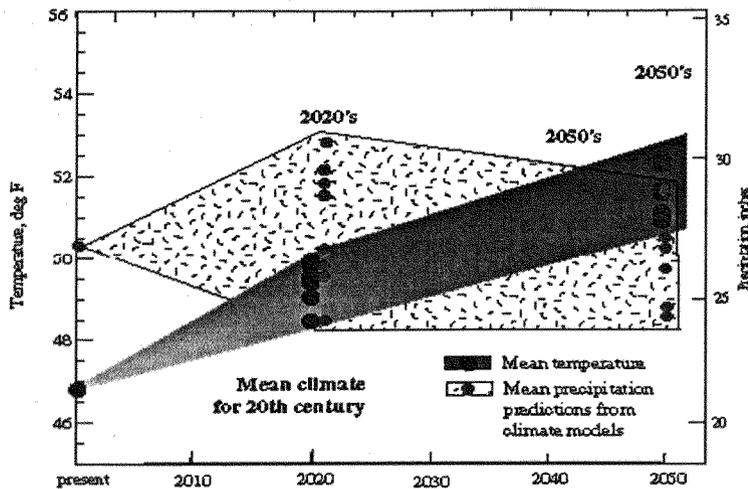


Figure 2. Changes in average temperature and precipitation from seven Pacific Northwest climate model scenarios. Each dot represents a 10-year average for one model.

Source: JISAO/SMA Climate Impacts Group, University of Washington

### ***Expected Impacts of Climate Change***

Globally, climate change is expected to increase temperatures, alter soil moisture levels, raise sea level, and increase the likelihood of severe heat waves, floods, droughts, and other extreme weather events.

At a regional level, probable impacts in the Pacific Northwest include warmer temperatures, wetter winters, and drier summers (see Figure 2).<sup>8</sup> At moderate elevations, higher temperatures are expected to lead to an increase in winter rainfall and decrease in snow. In turn, this results in higher levels of winter runoff, increasing the likelihood of flooding. In the summer, expected lower levels of rainfall—coupled with reliance on runoff from a diminished snowpack— increase the likelihood and severity of drought, reducing the volume of water available for competing human, agricultural, and wildlife needs.

Warmer water temperatures, an earlier peak flow of water, and lower summer streamflows all add to the difficulties facing salmon,

which are already under considerable stress from human impacts in the Northwest.

Forests, another outstanding natural resource in the Northwest, are expected to experience added stress as well. Tree growth is likely to be limited by drier summers, and

### ***Impacts of Climate Change***

**Water resources.** Changes in the location, time of year, and form in which precipitation falls can alter the reliability and quality of water supplies.

**Human health.** Although warmer temperatures are expected to lead to a decrease in cold-related illnesses, scientists expect a net increase in human mortality due to higher temperatures, urban air pollution problems, an increase in extreme weather incidents, and changing regional disease patterns.

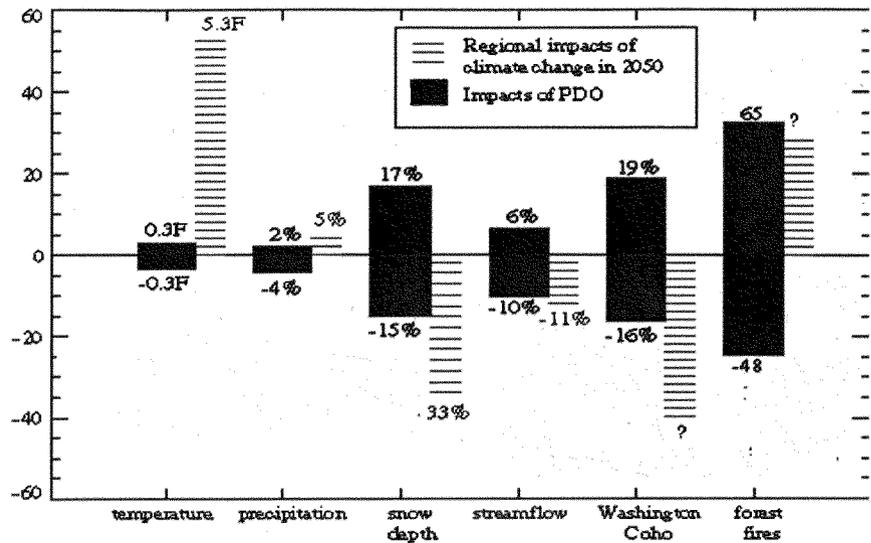
**Agricultural production.** Changes in temperature, precipitation, and soil moisture will affect the distribution and productivity of crops and increase the prevalence of disease and pests. Initial studies suggest that global food production can be maintained, though regional impacts will vary widely.<sup>9</sup>

**Coastal systems.** A rise in sea level of one to two feet by 2100—IPCC's most recent mid-range estimate—would cause severe disruption for residents in coastal areas, where population has been growing much more quickly than average, as well as for biologically diverse and productive coastal ecosystems. Many low-lying and island countries face potentially catastrophic storm surges and tidal flooding.

**Ecosystems.** Climate change may affect where individual ecological systems can thrive, the mix of species the ecosystems include, and the ability of ecosystems to provide the vast range of benefits that enable human societies to survive.

Figure 3. Gray and black bars indicate changes as a percentage of average (except for temperature) for available data during the warm (gray) and cool (black) phases of the Pacific Decadal Oscillation.

Regional impacts of climate change in 2050 (using the average of seven climate model scenarios, hatched bars) compared to impacts of PDO. Temperature (averaged over the PNW, for October-March); total annual precipitation (averaged over the PNW); snow depth (average from January 15 to April 15 at Snoqualmie Pass, Washington); streamflow (at The Dalles, corrected for the changing effects of dams); annual catch of Washington coho salmon; area burned by forest fires in Washington and Oregon.



Source: JISAO/SMA Climate Impacts Group, University of Washington

the possible increase in wildfires, pests, and disease may pose a severe threat to forest health.

Finally, coastal areas can expect a higher risk of flooding and increases in coastal erosion. These can be extremely destructive to both human and natural communities.

Figure 3 compares the expected regional impacts of global warming with the effects of the natural variability of climate in the Pacific Northwest. Northwest weather patterns are strongly influenced by the Pacific Decadal Oscillation, the dominant atmospheric circulation pattern in the North Pacific, which tends to create either relatively warm, dry

conditions or cool, wet conditions over a cycle that reverses every 20 to 30 years. As Figure 3 shows, in most respects the impacts of global climate change will be much stronger than the natural climatic variation of the Pacific Decadal Oscillation.

### Portland Greenhouse Gas Emissions

Between 1990 and 1999, total greenhouse gas emissions in Multnomah County increased from 9.9 million to 10.6 million metric tons of carbon dioxide equivalent, a rise of just over seven percent (see Figure 1). By 2010, emissions are projected to reach 12 million metric tons for a total increase of over 20 percent.

Figure 4. Multnomah County greenhouse gas emissions by sector

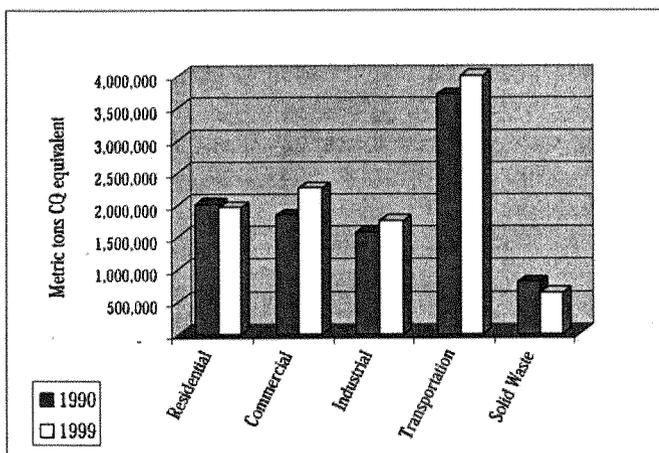
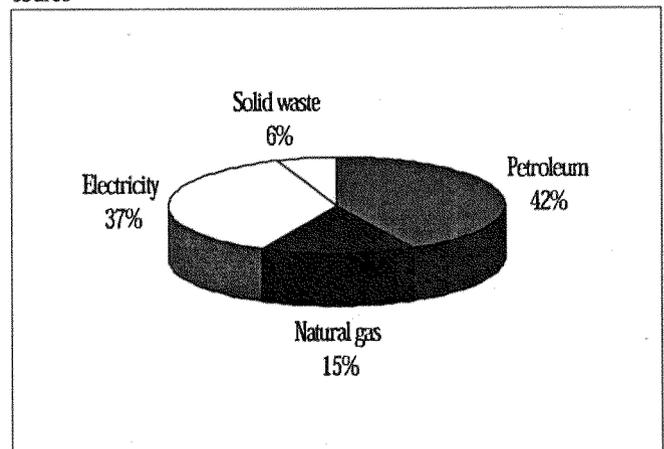


Figure 5. 1999 Multnomah County greenhouse gas emissions by source



This forecast increase is due primarily to population growth and the associated increases in energy use and vehicle miles traveled. Commercial and industrial energy use, however, are projected to increase as well.

Figure 4 shows the change in greenhouse gas emissions from the various sectors between 1990 and 1999, and Figure 5 depicts the source of 1999 emissions by fuel.

To reach this plan's goal of 10 percent below 1990 levels in 2010 requires a reduction in emissions to 8.9 million metric tons, or a real total reduction of almost 26 percent. This aggressive goal will require considerable efforts by the City, County, other governments, the commercial, industrial, and transportation sectors, and individual residents.

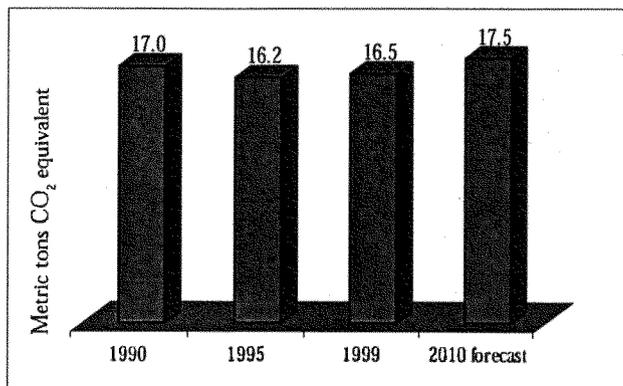
A coordinated, determined effort, however, can plausibly achieve the reductions target. Between 1990 and 1995, for example, local per capita energy use and greenhouse gas emissions decreased almost five percent. This was the result primarily of aggressive electricity conservation efforts promoted by local utilities, the State, the City, and the County. Substantial increases in energy use between 1995 and 1999, however, reduced those gains (see Figure 6). Similarly, per capita greenhouse gas emissions from transportation decreased two percent between 1990 and 1999, despite the proliferation of minivans and sport-utility vehicles.

Table 1 on the following page shows greenhouse gas emissions in Multnomah County by sector and fuel. Table 2 shows the same information on a per capita basis. These inventories do not include nitrous oxide or halocarbons, and they also do not consider land use and land cover changes. A detailed description of the greenhouse gas emissions inventory and methodology is available from the City of Portland Office of Sustainable Development.

**Global Warming Action Plan Components**

This plan identifies five primary components with specific greenhouse gas reduction targets and a sixth element—Policy, Research, and Education—that will enhance the success of the other five strategies but is not credited directly with quantifiable reductions. Table 3 indicates the

Figure 6. Multnomah County per capita greenhouse gas emissions



target reductions for each component in units of million metric tons (2205 pounds).

- Energy-efficiency initiatives will reduce emissions by decreasing energy use in residential, commercial, industrial, and government buildings and facilities by 10 percent.
- Transportation reductions will be achieved by reducing per capita vehicle miles traveled to 10 percent below 1995 levels by 2010 and by improving the average fuel efficiency of vehicles in Multnomah County from 18.5 to 26 mpg.

**Table 3: Greenhouse gas reduction targets**  
(million metric tons)

Component	Emissions reductions
Policy, Research, and Education	--
Transportation, Telecommunications, and Access	1.35
Energy Efficiency	0.67
Renewable Resources	0.54
Solid Waste Management	0.23
Forestry and Carbon Offsets	0.31
<b>TOTAL</b>	<b>3.10</b>

**Table 1: Aggregate Multnomah County greenhouse gas emissions by sector and source (metric tons CO<sub>2</sub> equivalent)**

	1990	1995	1999	2010 forecast
<b>Residential</b>				
Electricity	1,395,853	1,229,869	1,235,404	1,385,087
Natural gas	414,102	473,605	591,686	636,476
Propane	20,132	25,883	24,445	21,380
Fuel oil	173,049	91,516	81,533	111,986
Kerosene	2,416	1,643	3,287	1,411
Subtotal	2,005,551	1,822,517	1,936,355	2,156,340
<b>Commercial</b>				
Electricity	1,255,468	1,528,429	1,686,207	1,890,510
Natural gas	417,609	440,775	461,370	521,284
Propane	2,876	4,314	4,314	3,773
Fuel oil	129,787	76,541	73,213	100,559
Kerosene	-	1,643	1,643	705
Residual	32,169	10,723	5,362	13,284
Subtotal	1,837,910	2,062,425	2,232,108	2,530,115
<b>Industrial</b>				
Electricity	737,987	817,563	971,968	1,089,733
Natural gas	515,160	589,242	542,966	639,991
Propane	38,825	44,577	54,643	47,790
Fuel oil	276,212	254,581	214,647	294,821
Kerosene	-	1,643	-	-
Residual	90	37,531	19,659	48,709
Subtotal	1,568,275	1,745,138	1,803,883	2,121,045
<b>Transportation</b>				
Gasoline	2,403,032	2,564,668	2,518,261	3,232,044
Diesel fuel	1,069,907	1,001,686	1,124,817	1,481,187
Propane	10,066	5,752	5,752	11,878
Jet fuel	227,856	351,480	392,688	415,435
Subtotal	3,710,861	3,923,586	4,041,518	5,140,544
<b>Solid waste</b>	800,830	575,515	631,675	50,283*
<b>TOTAL</b>	<b>9,923,427</b>	<b>10,129,181</b>	<b>10,645,539</b>	<b>11,998,328</b>

**Table 2: Per capita Multnomah County greenhouse gas emissions by sector and source (metric tons CO<sub>2</sub> equivalent)**

	1990	1995	1999	2010 forecast
<b>Residential</b>				
Electricity	2.39	1.96	1.91	2.02
Natural gas	0.71	0.76	0.91	0.93
Propane	0.03	0.04	0.04	0.03
Fuel oil	0.30	0.15	0.13	0.16
Kerosene	-	-	0.01	-
Subtotal	3.43	2.91	2.99	3.15
<b>Commercial</b>				
Electricity	2.15	2.44	2.61	2.76
Natural gas	0.72	0.70	0.71	0.76
Propane	-	0.01	0.01	0.01
Fuel oil	0.22	0.12	0.11	0.15
Kerosene	-	-	-	-
Residual	0.06	0.02	0.01	0.02
Subtotal	3.15	3.29	3.45	3.70
<b>Industrial</b>				
Electricity	1.26	1.30	1.50	1.59
Natural gas	0.88	0.94	0.84	0.94
Propane	0.07	0.07	0.08	0.07
Fuel oil	0.47	0.41	0.33	0.43
Kerosene	-	-	-	-
Residual	-	0.06	0.03	0.07
Subtotal	2.69	2.79	2.79	3.10
<b>Transportation</b>				
Gasoline	4.12	4.09	3.89	4.72
Diesel fuel	1.83	1.60	1.74	2.16
Propane	0.02	0.01	0.01	0.02
Jet fuel	0.39	0.56	0.61	0.61
Subtotal	6.36	6.26	6.25	7.51
<b>Solid waste</b>	1.37	0.92	0.98	0.07*
<b>TOTAL</b>	<b>17.0</b>	<b>16.2</b>	<b>16.5</b>	<b>17.5</b>

\*Emissions from solid waste disposal are expected to fall sharply by 2010 as a result of EPA regulations requiring landfills to capture methane. Note, however, that reducing waste and recycling also reduces emissions in other categories by decreasing the need for energy in manufacturing processes and, in some cases, transportation of materials.

- Meeting all growth in local electricity load since 1990 with renewable energy resources will reduce greenhouse gas emissions by 0.54 million metric tons.
- Reducing solid waste and improving recycling and recovery rates and practices will reduce methane emissions from landfills and the energy required in manufacturing processes.
- Promoting expanded and improved forestry and seeking other carbon offsets will acquire just over 0.3 million metric tons of emission reductions.
- Providing policy, research, and community-wide education will enhance all of these efforts.

Each of the six elements of this plan includes one or more objectives. Within each objective, activities are identified as either "Government Actions" or "Community Initiatives." "Government Actions" primarily affect internal local government operations. An increasing number of businesses and organizations are inventorying the greenhouse gas emissions associated with their operations and establishing emissions-reduction programs. "Government Actions" together constitute the City of Portland's and Multnomah County's greenhouse gas-reduction plans as corporate entities.

"Community Initiatives" are actions or policies that impact emissions arising from all Multnomah County residents, businesses, and institutions. While some of these activities include important roles for government, most actions require that the City and County be strategic partners, catalysts, or advocates, and the success of these initiatives depends on the involvement of a broad array of community partners.

The estimated potential emissions reduction from each action is indicated by the icon . Because estimating possible reductions involves many assumptions, the estimates in this plan are intended to give a sense of the magnitude of the impact, rather than specific expectations. For this reason,  represents less than 10,000

metric tons of emissions reductions per year;  indicates between 10,000 and 100,000 metric tons per year; and  more than 100,000 metric tons per year. In the Policy, Research, and Education section, estimates are not included, since the expected reductions are indirect and therefore both difficult to measure and captured by other action items.

Finally, activities are categorized as targeted for completion either by 2003 or by 2010. Every two years the City and County will evaluate progress to date and identify a further set of actions to pursue in the following two years.

*Why are cities a good place to look for reductions in greenhouse gas emissions? Because that's where the people are. It's people who drive cars, throw away mountains of garbage and use billions of kilowatts of electricity. And it's in their local communities where people can join forces to reduce the impacts of these activities.*

— Paul Schell, Mayor of Seattle, and  
Denis Hayes, President of the Bullitt Foundation,  
2000<sup>19</sup>

### Public Process

This Local Action Plan is the result of collaboration among members of the public, businesses, non-profit organizations, utilities, and City and County agencies. Initial meetings took place in June 2000, and formal discussions continued through the fall.

A draft plan was released for public comment in November 2000, and more than 300

copies of the draft were distributed. City and County agencies held meetings with a variety of individuals, businesses, and civic organizations to present the draft strategy and to invite comments and improvements. Thirty parties submitted comments, including individuals, business owners, nonprofit organizations, and local, state, and federal agencies.

A number of comments proposed specific clarifications, which are incorporated in this final version wherever possible. Many commenters suggested that the final plan prioritize the proposed actions more clearly than the draft plan had. In response, the final plan targets individual actions for completion by either 2003 or 2010 and also estimates the potential emissions reductions associated with each action.

Finally, a number of parties observed that the plan takes only the most preliminary steps toward achieving a

sustainable level of greenhouse gas emissions. This point is well taken: as noted above, the IPCC estimates that emissions reductions on the order of 60 to 70 percent below 1990 levels will be necessary to stabilize atmospheric concentrations of greenhouse gases. This is a daunting challenge, but one that cannot prevent us from taking the first important steps toward reducing emissions of greenhouse gases.

*Multnomah County's collaboration with the City of Portland on the global warming plan marks an important step forward. Reducing greenhouse gases means the involvement of the entire community. We must all be wise stewards of our land, air, and water for future generations.*

— Bill Farver, Interim Multnomah County Chair

Table 5 on the following page to estimate your household's emissions and to identify ways to reduce them. Every reduction in greenhouse gas emissions makes a difference, and the people of Multnomah County can have the greatest impact of all on our community's contribution to combating global warming.

This plan identifies a wide variety of measures that will reduce emissions directly, but it also emphasizes educating community leaders and decisions makers about the causes and expected impacts of climate change. Local governments can meaningfully reduce greenhouse gas emissions only by engaging our many partners throughout the community.

The most important partners of all are the people of Multnomah County. Each of us can and must make a difference. A typical Multnomah County household generates 45,000 pounds of carbon dioxide annually. Use

### Looking Ahead

The City of Portland and Multnomah County will monitor the success of efforts by inventorying greenhouse gas emissions annually and preparing a report every two years on our progress in implementing this plan. The report will include data on local energy use, renewable power purchases, solid waste disposal and recycling rates, and tree-planting efforts. The progress report will also identify additional actions from the plan to pursue over the following two years. By keeping the community informed of our progress, we can sustain Portland and Multnomah County's commitment to doing our part to address global warming.

<sup>1</sup>Houghton, T.M., C.F. Jenkins, and J.J. Ephramus, eds. *Climate Change: The IPCC Scientific Assessment*. Intergovernmental Panel on Climate Change, Cambridge University Press, 1990.

<sup>2</sup>*Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990 – 1998*. U.S. Environmental Protection Agency, 2000. Following the practice of the Intergovernmental Panel on Climate Change and the U.S. Environmental Protection Agency, all greenhouse gas emissions figures in this report are weighted by the “global warming potential” (GWP) of the gas. GWP is defined as the ratio of the global warming (i.e. direct and indirect radiative forcing) from one unit mass of the gas to the radiative forcing of one unit mass of carbon dioxide. Methane, for example, has a GWP of about 21—meaning it traps 21 times as much radiation as an equivalent mass of carbon dioxide—and therefore one ton of methane emissions would be reported here as 21 tons of emissions.

<sup>3</sup>*The Regional Impacts of Climate Change: An Assessment of Vulnerability*. Intergovernmental Panel on Climate Change, 1997. URL: <http://www.ipcc.ch/pub/sr97.htm>.

<sup>4</sup>*Climate Change Impacts on the United States: The Potential Consequences of Climate Variability and Change*. U.S. Global Change Research Program's National Assessment Synthesis Team, draft report released for public comment, 2000. URL: <http://www.gcrio.org/NationalAssessment>.

<sup>5</sup>*IPCC Second Assessment: Climate Change 1995*. Intergovernmental Panel on Climate Change, 1995. URL: [www.ipcc.ch](http://www.ipcc.ch).

<sup>6</sup>*Third Assessment of Working Group I of the Intergovernmental Panel on Climate Change*, 2001. URL: [www.ipcc.ch](http://www.ipcc.ch).

<sup>7</sup>*Impacts of Climate Variability and Change: Pacific Northwest*. JISAO/SMA Climate Impacts Group, University of Washington, 1999. URL: <http://jisao.Washington.edu/PNWImpacts>.

<sup>8</sup>Ibid.

<sup>9</sup>*IPCC Second Assessment: Climate Change 1995*. Intergovernmental Panel on Climate Change, 1995. URL: [www.ipcc.ch](http://www.ipcc.ch).

<sup>10</sup>Schell, Paul and Denis Hayes. “Global warming is a very local problem.” *The Seattle Times*, April 25, 2000.

Table 5. Estimating Annual Household Greenhouse Gas Emissions

		Your Household CO <sub>2</sub> Emissions (lbs./yr.)
<b>Electricity</b>	<b>1 kilowatt hour electricity = 1 pound CO<sub>2</sub></b>	+
	Average monthly bill : \$25/mo. = 4,000 lbs./yr. \$60/mo. = 11,000 lbs./yr. \$100/mo. = 19,000 lbs./yr.	
<b>Green power purchase</b>	<b>1 kilowatt hour renewable electricity avoids 1 pound CO<sub>2</sub></b>	
	100 kWh blocks purchased: 1/mo. = 1,200 lbs./yr. 5/mo. = 6,000 lbs./yr.	
<b>Natural gas</b>	<b>1 therm natural gas = 12 pounds CO<sub>2</sub></b>	+
	Average monthly bill : \$25/mo. = 4,000 lb./yr. \$60/mo. = 10,000 lb./yr. \$100/mo. = 18,000 lb./yr.	
<b>Heating oil</b>	<b>1 gallon fuel oil = 22 pounds CO<sub>2</sub></b>	+
	Average annual use: 300 gallons = 7,000 lbs. 500 gallons = 11,000 lbs. 700 gallons = 15,000 lbs.	
<b>Vehicles</b>	<b>1 gallon gasoline = 20 pounds CO<sub>2</sub></b> Use auto emissions calculator below.	+
<b>Air travel</b>	<b>1 mile air travel = 1 pound CO<sub>2</sub></b>	+
	Cross-country trips: 1 round trip = 6,000 lbs. 3 round trips = 18,000 lbs. 5 round trips = 30,000 lbs.	
<b>Trash</b>	<b>1 pound garbage = 1.5 pounds CO<sub>2</sub></b>	+
	Garbage can size (weekly collection): 20 gallon = 1,000 lbs./yr. 32 gallon = 2,000 lbs./yr. 65 gallon = 3,500 lbs./yr.	
<b>Recycling</b>	<b>1 full recycling bin = 10 pounds CO<sub>2</sub></b>	+
	Full bins of recycling: 1 bin/wk. = 500 lbs./yr. 2 bins/wk. = 1000 lbs./yr.	
<b>Tree planting</b>	<b>1 tree = 25 pounds CO<sub>2</sub> reduced each year for 30 years</b>	
	Trees planted in last 30 years: 4 trees = 100 lbs./yr. 10 trees = 250 lbs./yr.	
<b>TOTAL ANNUAL CO<sub>2</sub> EMISSIONS</b>		<b>=</b>

†Be sure to consider both winter and summer bills in estimating an average month for electricity and natural gas usage.

**Sources**

For electricity, natural gas, heating oil, and gasoline emissions: *Emissions Factors, Global Warming Potentials, Unit Conversions, Emissions, and Related Facts*. Compiled by ICF Consulting. November 1999.

For air travel: *Transportation Energy Data Book: Edition 20*. Oak Ridge National Laboratory. November 2000.

For trash and recycling: City of Portland Office of Sustainable Development.

For tree planting: Oregon Office of Energy.

<b>Vehicle Emissions Calculator</b>			
<i>Directions:</i>			
1. Find the fuel efficiency of your car (top row).			
2. Find the number of miles you drive that car (left column)			
3. Follow the row and column you select to their intersection to find the annual CO <sub>2</sub> emissions for your car.			
4. Repeat for each car you drive.			
	<b>15 mpg</b>	<b>20 mpg</b>	<b>30 mpg</b>
<b>8,000 miles/yr.</b>	11,000	8,000	5,000
<b>12,000 miles/yr.</b>	16,000	12,000	8,000
<b>15,000 miles/yr.</b>	20,000	15,000	10,000

## GOAL

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Promote a sustainable future by reducing total Multnomah County emissions of greenhouse gases by 10 percent from 1990 levels by 2010.

### A. POLICY, RESEARCH, AND EDUCATION

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The City of Portland Office of Sustainable Development and Multnomah County Department of Sustainable Community Development will coordinate Portland-area efforts to reduce greenhouse gas emissions and assist other local government agencies with complementary programs and policies.

The City of Portland and Multnomah County will assume leadership roles in taking aggressive, prudent action to reduce greenhouse gas emissions. High quality, timely information is essential to implementing these policies successfully. The City and County must ensure that the Portland community has access to this information and becomes increasingly aware of global warming and the impacts residents and businesses have on greenhouse gas emissions.

**Objective**      **Ensure that policy decisions at all levels—government, business, and individual—seek to reduce global warming impacts.**

#### Government Actions

---

- 2003
1. Compile and update an inventory of greenhouse gas emissions from City and County operations and track related solid waste, energy, economic, and environmental data.
  2. Educate employees and bureau managers about sustainability with a focus on specific operational changes that can be made to reduce greenhouse gas emissions. Require employee education on fuel-efficient driving and reducing energy use at work.
- 
- 2010
3. Review major policies and programs in the early stages of development to identify ways to reduce related greenhouse gas emissions.
  4. Integrate the goal and actions set out in this plan into future City and County policies.
- 

#### Community Initiatives

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- 2003
1. Inform local elected officials, community leaders, and local and regional media about the causes and impacts of global warming.
  2. Continue to compile and distribute information on greenhouse gas reduction technologies, programs, and policies that will improve Portland's economy and environment.

3. Expand the civic, educational, religious, and neighborhood institutions that specifically address global warming.
  4. Implement and support education and outreach programs to:
    - a. Improve community understanding of the nature of the greenhouse gas effect and possible global, regional, and local impacts of climate change
    - b. Inform residents, businesses, and institutions about how their actions affect greenhouse gas emissions
    - c. Encourage residents, businesses, and institutions to reduce greenhouse gas emissions.
  5. Provide tools to local residents and businesses to estimate their greenhouse gas emissions and emission reductions.
  6. Work with City and County agencies to publicize greenhouse gas-reducing projects and actions through public education efforts.
  7. Encourage and support greenhouse gas-reduction efforts at state, national, and international levels.
- 
- 2010
8. Establish a hotline for business and household resource-conservation questions. Provide educational information and referrals to resources and global warming-related programs.
  9. Ensure that teachers have access to effective educational materials about global warming.
  10. Compile and update an inventory of greenhouse gas emissions in Multnomah County and track related air quality, solid waste, energy, and environmental data.
  11. Formally acknowledge the global warming impacts of City planning, transportation, and urban redevelopment policies and decisions such as North Macadam, North Interstate Avenue, and Outer Southeast.
  12. Prepare a progress report on the Local Action Plan on Global Warming every two years and propose action items for the following two years.
  13. Monitor the development of greenhouse gas emission credit mechanisms, and seek to bank credits for the City and County.
- 

#### How to Use This Plan

Each of the six elements of this plan includes one or more objectives. Within each objective, activities are identified as either "Government Actions" or "Community Initiatives." "Government Actions" address internal local government operations, while "Community Initiatives" are actions or policies that impact emissions arising from Portland residents, businesses, and institutions. While some of these activities include important roles for government, most actions require that the City and County be strategic partners, catalysts, or advocates, and the success of these initiatives depends on the involvement of a broad array of community partners.

The estimated potential emissions reduction from each action is indicated by the icon . Because estimating possible reductions involves many assumptions, the estimates here are intended to give a sense of the magnitude of the impact, rather than specific expectations. For this reason,  represents less than 10,000 metric tons of emissions reductions per year;  indicates between 10,000 and 100,000 metric tons per year; and  more than 100,000 metric tons per year. In the Policy, Research, and Education section, estimates are not included, since the expected reductions are indirect and therefore both difficult to measure and captured by other action items.

Finally, activities are categorized as targeted for completion either by 2003 or by 2010. Every two years the City and County will evaluate progress to date and identify a further set of actions to pursue in the following two years.

## B. ENERGY EFFICIENCY IN BUILDINGS

### *Reduction Goal: 0.67 million metric tons of CO<sub>2</sub>*

The Office of Sustainable Development and Department of Sustainable Community Development shall promote energy conservation as the preferred energy resource. OSD and DSCD will take lead roles in developing energy-saving programs and build partnerships with City and County agencies, other governments, non-profit organizations, utilities, and private-sector businesses to implement energy programs and policies.

#### **Principles for Reducing Building Energy Use**

1. Benefit all neighborhoods and socioeconomic groups, with particular attention to low-income residents.
2. Promote energy, economic, environmental, and social benefits, including developing active, healthy neighborhoods.
3. Consider community values along with a broad definition of cost effectiveness that includes total costs to individuals and all resource savings.
4. Minimize lost opportunities, such as new residential and commercial construction.
5. Emphasize education and outreach value.
6. Support local businesses and expand local infrastructure for delivering energy-efficiency services.

Greenhouse gas emissions from energy use in buildings accounted for 55 percent of all Portland greenhouse gas emissions in 1999. Electricity, natural gas, and fuel oil generated 5.9 million metric tons of greenhouse gas emissions in 1999, a figure that is forecast to rise to 6.7 million metric tons in the baseline 2010 forecast.

The energy-efficiency objectives are achievable but ambitious, particularly given the changing nature of the energy

industry. Energy savings will be captured by implementing programs in the current integrated resource plans of Portland General Electric, PacifiCorp, and NW Natural, through programs supported by the electricity system benefit charge or other public benefits funding, and through City, County, State, regional, individual, and collaborative initiatives.

Regulatory changes in the electric utility industry are substantially altering the mechanisms for funding and implementing energy-conservation programs. To maximize energy savings under the new structure, the City, County, utilities, and other conservation partners will need to seek new opportunities to develop programs.

The energy-efficiency goal represents a reduction of 10 percent of total emissions from residential, commercial, governmental, and industrial energy use. The 2010 baseline forecast for building-related energy emissions

#### ***2000 Energy Efficiency Progress Report***

Per capita emissions from residential energy use (excluding transportation) fell by 15 percent between 1990 and 1995, but this encouraging trend then reversed, with emissions from residential energy use showing a moderate increase from 1995 to 2000.

Total energy use in all sectors (again, excluding transportation) increased by 10 percent for the decade. A strong economy for both commercial and industrial businesses accounts for most of this increase. Total natural gas consumption increased steadily since 1990, growing by about two percent per year. Residential gas use has shown the sharpest rise, increasing by over 40 percent, though more than half of this increase is the result of residents converting from fuel oil heat to natural gas. (See Tables 1 and 2 on page nine.)

is almost 6.7 million metric tons, and the 10 percent reduction is therefore 670,000 metric tons.

The greenhouse gas emissions associated with electricity use were calculated using the weighted average emissions of all power generated in the U.S. part of the Western Systems Coordinating Council, the electricity grid that serves Portland. This figure does not represent the specific generating resources of the utilities that supply the

Portland area. The deregulation of the market for wholesale electricity generally has eliminated the direct connection between the amount of electricity the customers of a given utility consume and the amount of electricity that utility generates.

In calculating the avoided greenhouse gas emissions from reduced electricity use, this report assumes that electricity conservation offsets the current mix of power in the Western Systems Coordinating Council grid.

**Objective 1 Reduce greenhouse gas emissions from City of Portland and Multnomah County facilities to 10 percent below 1990 levels by 2010 through energy-efficiency measures.**

**Government Actions**

2003

- ① 1. Invest in all energy-efficiency measures with simple paybacks of 10 years or less.
- ① 2. Develop and adopt energy- and resource-efficient building standards for all City and County new construction and major renovation projects.
- ① 3. Establish City and County policies to purchase ENERGY STAR® or equivalent products, when available, for any equipment that uses electricity, natural gas, or fuel oil.
- ① 4. Require all City and County construction projects to exceed energy code by 20 percent on new construction and 10 percent on retrofits.

2010

- ① 5. Convert traffic signals to LED technologies.
- ①① 6. Improve energy efficiency in City and County facilities by 10 percent.
- ① 7. Invest in building commissioning for new City and County facilities and retrocommissioning for facilities larger than 25,000 square feet.
- ① 8. Convert street lights and traffic signals to more efficient technologies as they become available.

Potential Annual Emissions Reduction (metric tons)

① = less than 10,000

①① = 10,000 - 100,000

①①① = more than 100,000

**Objective 2     Reduce forecast greenhouse gas emissions in the residential sector by 10 percent by 2010.**

**Community Initiatives**

- 
- 2003
- 1. Weatherize 250 homes occupied by low-income households through the City's Block-By-Block program and 500 homes through the County's weatherization program.
  - 2. Facilitate the installation of energy-conservation measures in 3,500 multi-family units.
  - 3. Support the implementation of local residential energy-conservation programs funded through the electricity system benefits charge or utility funds.
  - 4. Implement neighborhood-based outreach efforts to combine and promote energy and water conservation, solid waste reduction, safety, and livability.
  - 5. Require green building and energy-efficiency measures, including ENERGY STAR® or equivalent appliances, lighting, and heating equipment in City-funded affordable housing and other development projects.
  - 6. Support residential conservation programs through new agreements in franchises with local utilities.
- 
- 2010
- 7. Provide green building design assistance and technical resources to Portland residential developers, designers, homebuilders, and residents. Impact at least 5,000 new units or major remodels.
  - 8. Work with Community Action Programs to weatherize 10,000 low-income homes in Multnomah County.
  - 9. Weatherize 1,250 homes occupied by low-income households through the City's Block-By-Block program and 2,500 homes through the County's weatherization program.
  - 10. Facilitate the installation of energy-conservation measures in 15,000 multi-family units by 2010.
  - 11. Work closely with the Northwest Energy Efficiency Alliance to promote local access to household resource-efficiency products.
  - 12. Improve the maintenance of residential heating, ventilation, and air-conditioning equipment by educating consumers and schoolchildren.
  - 13. Work with the state and other partners to offer financing for the purchase of high-efficiency furnaces, heat pumps, air-conditioning systems, replacement windows, insulation, water heaters, appliances, and other large energy-using systems.

- ④ 14. Promote energy-efficient construction and renovation of attached single- and multi-family dwelling units, including accessory units.
- ④ 15. Broaden standard residential energy audits to include review of major appliances, education of residents, and direct installation of efficient lighting and water-saving devices.
- ④ 16. Improve the efficiency, effectiveness, and control of residential outdoor lighting through regional efforts and retail promotions.
- ④④ 19. Develop a consortium of local and state support for more stringent federal efficiency standards for furnaces, refrigerators, water heaters, air conditioners, other appliances, and lighting products.
- ④④ 20. Explore requiring weatherization of residential properties at time of sale. Bring properties up to the 1992 code, at a minimum.

**Objective 3 Cut forecast greenhouse gas emission in the commercial, industrial, public, and non-profit sectors by 10 percent by 2010.**

**Community Initiatives**

- 2003
- ④④④ 1. Work with the 100 largest local business, industrial, and institutional energy consumers to establish and meet energy-efficiency and greenhouse gas-reduction targets.
  - ④④ 2. Actively promote the implementation of local commercial and industrial energy-conservation programs funded through the electricity system benefits charge or utility funds.
  - ④ 3. Provide green building design assistance and technical resources to Portland developers, designers, and builders. Develop local standards for green buildings and help local buildings meet national energy-efficiency and green building standards such as LEED™, ENERGY STAR®, and Earth Advantage®. Impact at least 10 million square feet of commercial and institutional space by 2010.
  - ④ 4. Facilitate the use of energy-service performance contracts, when appropriate, by businesses, government, and non-profit agencies.
  - ④ 5. Reduce heating and cooling loads by promoting light-colored roofs and paving materials, planting trees, and increasing vegetative cover.
  - ④ 6. Support amendments to the State Business Energy Tax Credit and State Energy Loan Program to encourage green building practices and make the tax credit more accessible to organizations.

Potential Annual Emissions Reduction (metric tons)

④ = less than 10,000

④④ = 10,000 - 100,000

④④④ = more than 100,000

2010

- ④ 7. Help small businesses, non-profit organizations, and public agencies gain access to energy-efficiency services.
  - ④ 8. Promote opportunities to improve operations and maintenance practices in local buildings, including resource-conservation managers.
  - ④ 9. Continue to advocate strengthening the Oregon state building code to include all cost-effective energy-efficiency measures.
  - ④ 10. Work with industry to identify opportunities to improve energy efficiency in process applications, including waste-heat recovery for cogeneration.
  - ④ 11. Support the establishment of a City energy plans examiner and a required field inspection of energy systems, with technical consultation available at the planning stage.
  - ④ 12. Develop guidelines for the installation of combustion distributed generation systems to facilitate low-cost interconnection and encourage increased efficiencies.
  - ④ 13. Support small business conservation programs through new agreements in utility franchises.
  - ④ 14. Investigate sliding-scale building permit fees with rebates for high-performance green buildings and higher fees for conventional buildings.
- 

Potential Annual Emissions Reduction (metric tons)

④ = less than 10,000

④④ = 10,000 - 100,000

④④④ = more than 100,000

## C. TRANSPORTATION, TELECOMMUNICATIONS, AND ACCESS

### *Reduction Goal: 1.35 million metric tons of CO<sub>2</sub>*

The City and County shall pursue energy-efficient transportation that provides convenient, affordable access to goods, jobs, education, leisure, and information with reduced environmental impact.

#### **Principles for Reducing Transportation Emissions**

1. Reduce the need for trips by using telecommunications and remote access whenever possible.
2. Encourage people who must travel to do so on foot, by bicycle, on transit, or as part of a rideshare.
3. Implement mechanisms to ensure that people who drive pay the full social cost of driving.
4. Improve access to alternative-fuel and highly fuel-efficient vehicles.\*

In 1990, transportation accounted for 37 percent of all greenhouse gas emissions in Multnomah County. By 1999, that figure had risen to 38 percent, and in 2010 transportation is forecast to generate almost 43 percent of all local greenhouse gas emissions.

There are two primary strategies for reducing emissions from vehicles: reduce vehicle miles traveled (VMT) and improve fuel economy. Reducing VMT not only cuts greenhouse gas emissions but also reduces traffic congestion, allowing those vehicles that must be on the road to

### *2000 Transportation, Telecommunications, and Access Progress Report*

While vehicle miles traveled are increasing everywhere in the United States, per capita greenhouse gas emissions from transportation in Multnomah County have fallen by almost two percent since 1990.

Tri-Met ridership increased nearly five percent per year from 1990 to 1998. In 1999, with the Westside MAX in operation for a full year, ridership jumped 12 percent from 1998 levels; from 1999 to 2000, ridership rose a further eight percent for a total increase of over 60 percent since 1990.

Bicycle commuting has also shown consistent progress, with ridership doubling since 1990. Some routes have experienced even stronger growth: daily bike trips over the Hawthorne Bridge, for example, more than tripled between 1990 and 1999, increasing from 750 to 2,620.

While individual local residents are bicycling and taking transit more, total vehicle miles traveled continue to grow. Federal figures indicate a 34 percent increase in VMT in the Portland metropolitan area between 1990 and 1998, and per capita daily VMT have increased as well, from 18.8 in 1990 to 21.0 in 1998.

There has been no progress in raising the federal fuel efficiency requirements. The Corporate Average Fuel Efficiency standards were established in 1978 to set a minimum level of average fuel efficiency for all vehicles sold in the U.S. The standard took effect in 1978 at 18 mpg for cars and increased gradually each year until 1985, when it reached 27.5 mpg. These standards have not increased since then. Standards for light trucks, a category that includes minivans and sport-utility vehicles, remain even lower, at 20.7 mpg.

\*As used here, "alternative fuel" refers only to those fuels that have lower life-cycle greenhouse gas emissions than gasoline without increasing other harmful emissions.

travel more efficiently, and reduces the need for costly new road infrastructure. Improving fuel economy saves energy and reduces greenhouse gas emissions, since every gallon of gasoline releases 19.6 pounds of carbon dioxide when burned regardless of a vehicle's pollution control equipment. In other words, a "clean car," "dirty car," huge sport-utility vehicle, and super-efficient hybrid vehicle all emit *the same* amount of carbon dioxide per gallon of gasoline.

Local governments, supported by state and federal actions and incentives, can have a major influence on vehicle miles traveled, particularly on auto trips with a driver traveling alone. Federal and state laws and programs increasingly require and encourage a balanced, multi-modal transportation system.

On the federal level, the actions proposed here are consistent with the framework of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), a successor to the Intermodal Surface Transportation Efficiency Act of 1991. Passed in 1998, TEA-21 increased funding for mass transit and projects that relieve congestion and improve air quality.

At the state level, the actions support the implementation of the State Transportation Planning Rule (Goal 12) to coordinate land use and transportation planning. The actions are consistent with state benchmarks for land use,

air quality, mobility, and global warming, as well as the State Transportation Plan.

If implemented successfully, the actions below will enable Portland and Multnomah County to reduce per capita VMT by 10 percent from current levels. This represents a decrease of eight percent from 1995 levels and would show meaningful progress toward the State Transportation Planning Rule requirement of a 10 percent per capita reduction in VMT from 1995 levels by 2015. Reducing VMT will lead to an annual decrease of 87 million gallons of gasoline and 772,000 metric tons of greenhouse gas emissions.

Improving the fuel economy of vehicles by 40 percent will reduce Multnomah County greenhouse gas emissions by 573,000 metric tons annually. Nationally, the current fleet of cars in use—not including light trucks, minivans, or sport-utility vehicles—averages 18.5 miles per gallon (mpg). Improving this figure to 26 mpg and achieving a similar 40 percent improvement in the fuel economy of light trucks, minivans, and sport-utility vehicles will reduce greenhouse gas emissions substantially. The recent introduction of hybrid gasoline-electric vehicles with ratings of 50 to 60 mpg is encouraging, but widespread improvements in fuel economy are unlikely without an increase in the federal Corporate Average Fuel Economy standards.

**Objective 1**    **Improve the quality, convenience, affordability, and awareness of walking, bicycling, teleworking, public transit, ridesharing, and vehicle sharing.**

**Government Actions**

2003

- 1. Require City and County agencies to offer bus tickets to visitors who arrive by transit in any situation where the agency validates parking.
- 2. Implement City and County policies to encourage transit whenever appropriate and to provide employees with transit tickets for travel on business.

- ④ 3. Expand City and County transit-pass subsidy programs.

2010

- ④ 4. Reduce per employee vehicle miles traveled in City and County administrative vehicles by 20 percent by 2010 by promoting teleconferencing and the availability of pedestrian, bicycle, transit, and rideshare options for employees on business.
- ④ 5. Promote City and County telework and flexible hours policies and provide education to agency managers to encourage consistent application of the policies. Enable 25 percent of City and County employees to telework or work compressed schedules to avoid commuting at least one day every two weeks.
- ④ 6. Expand the participation of City and County agencies in vehicle-sharing programs.

### Community Initiatives

2003

- ④ 1. Support expanded transit lines and increased frequency of service on major transit arterials.
- ④ 2. Expand the number of businesses that offer transit tickets to shoppers who request them.
- ④④ 3. Work with Tri-Met to improve access to transit service.
  - a. Encourage shared parking opportunities such as movie theaters with primary parking needs in evenings and churches or other facilities with weekend-only parking needs.
  - b. Support additional park-and-ride lots in locations where substantial VMT reductions can be achieved.
  - c. Provide additional services such as secure, covered bicycle parking, coffee and newspapers during peak hours, and other amenities.
  - d. Continue and expand projects that increase pedestrian accessibility to transit stops, neighborhood shopping areas, schools, churches, and parks.
  - e. Help transit riders to show their neighbors, friends, and co-workers how easy it is to take transit.
- ④ 4. Support the expansion of Tri-Met's "Fareless Square" to appropriate areas.
- ④ 5. Continue to provide maps highlighting alternative modes of transportation and preferred routes for those modes.
- ④ 6. Publicize and participate in campaigns to promote options to single-occupancy vehicle travel.
  - a. Implement an area-wide, internet-based rideshare program to encourage use of carpools and vanpools.
  - b. Establish a storefront "transportation options center" in downtown Portland to help residents and visitors learn and use a variety of travel alternatives.
  - c. Support bicycling and walking tours and transportation fairs.

Potential Annual Emissions Reduction (metric tons)

④ = less than 10,000

④④ = 10,000 - 100,000

④④④ = more than 100,000

- ④ 7. Provide secure, covered bicycle parking at schools, in commercial districts, and at other destinations.

- 2010
- ④④ 8. Provide transit passes for all Portland residents funded through a household levy or business tax.
  - ④ 9. Continue the City and County's signal optimization plans until all major streets and roads are optimized for vehicles, bicycles, and pedestrians.
  - ④ 10. Continue to improve Portland's pedestrian and bicycle infrastructure, and meet the needs of pedestrians and both children and adult cyclists.
  - ④ 11. Promote telework, compressed workweeks, and other flexible-schedule work options.
    - a. Encourage the establishment and use of home and satellite offices.
    - b. Establish a quick-response system to encourage telework during winter storms, summer ozone alerts, and major road construction projects.
    - c. Support the availability and use of tele- and video-conferencing facilities.
  - ④ 12. Promote vehicle sharing to individuals and businesses.
  - ④ 13. Enhance transportation management associations (TMAs) and encourage the development of TMAs in all regional centers to make more efficient use of existing transportation resources.
  - ④ 14. Establish neighborhood-level ride-share cooperatives to encourage neighbors to carpool and reduce both work and non-work trips.
  - ④ 15. Continue and expand education efforts in schools to promote safe transportation alternatives to single-occupancy vehicles and smart use of cars (e.g. trip chaining, ride sharing, and car sharing).

**Objective 2 Make the private cost of driving reflect the full costs to society.**

**Community Initiatives**

- 2003
- ④ 1. Work with businesses to encourage all employers who offer subsidized parking to employees also to offer a parking "cash out"—an equivalent payment to employees who do not require vehicle parking.
- 
- 2010
- ④ 2. Extend parking pricing to all appropriate commercial areas to reduce single-occupancy vehicle use.
  - ④ 3. Support the use of auto insurance premiums based on the number of miles a car is driven.

Potential Annual Emissions Reduction (metric tons)		
④ = less than 10,000	④④ = 10,000 - 100,000	④④④ = more than 100,000

- ④④ 4. Support the use of congestion pricing on appropriate regional roadways.
- ④ 5. Work with financial institutions to promote location-efficient mortgages.
- ④ 6. Encourage the state to add a fee to vehicle-inspection charges to fund transportation-options education.
- ④ 7. Investigate a City-wide parking permit and/or state-wide registration fee based on a vehicle's greenhouse gas emissions. Revenue will be used to reduce use of single-occupancy vehicles.

**Objective 3    Increase the use of highly fuel-efficient and alternative-fuel engines in on-road and off-road vehicles as well as in stationary applications.**

**Government Actions**

- 2003    ④ 1. Purchase a minimum of 25 City and five County hybrid gasoline-electric vehicles with fuel efficiency of at least 45 mpg.
- ④ 2. Educate all employees on fuel-efficient driving practices, such as avoiding unnecessary idling.
- ④ 3. Implement EPA's "Best Environmental Practices for Fleet Maintenance" in the County's Fleet Services Shop.

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- 2010    ④ 4. Increase the average fuel efficiency of passenger vehicles in the City and County motor pools to 35 mpg.

**Community Initiatives**

- 2003    ④④④ 1. Strongly advocate raising the federal Corporate Average Fuel Economy standards for new automobiles to 45 mpg and for light duty trucks to 35 mpg.
- 2010    ④④④ 2. Work with the state to provide loans and other financial incentives to promote the purchase of 50,000 vehicles with fuel efficiency of at least 45 mpg by business, government, and individuals.
- ④ 3. Encourage the use of low- or no-CO<sub>2</sub> technologies in non-road vehicles and equipment, such as electric forklifts and medium-duty construction equipment.
- ④ 4. Work with vehicle maintenance providers to educate consumers about the potential savings and impact on fuel consumption of maintaining vehicles properly and practicing fuel-efficient driving techniques.

Potential Annual Emissions Reduction (metric tons)		
④ = less than 10,000	④④ = 10,000 - 100,000	④④④ = more than 100,000

- ④ 5. Support programs to retire and recycle fuel-inefficient vehicles.
- ④ 6. Promote efficient transportation options such as high-speed rail for commuting between Northwest urban centers.

**Objective 4 Change the pattern of urban development to be more compact, more bicycle and pedestrian friendly, to provide for mixed uses, and to offer a range of mobility choices.**

**Community Initiatives**

- 2003
- ④④ 1. Promote growth through redevelopment and infill that maintains or improves the quality of life for existing neighborhoods.
    - a. Promote proximate commuting (i.e., living near a workplace).
    - b. Support continued use of transportation demand management strategies.
  - ④④④ 2. Continue to implement the City's Transportation System Plan, which includes policies to reduce vehicle miles traveled, increase non-motorized vehicle trips, and support the connection between land use and transportation.
  - ④④④ 3. Partner with surrounding communities and Metro to implement the Regional Transportation Plan and the 2040 Growth Concept it complements, including light rail lines, rapid bus, frequent bus service, high-occupancy vehicle lanes, and the addition of new and improvement of existing intermodal connections.
  - ④ 4. Implement new parking ratios in City Title 33 and support programs that allow for innovative new development to occur with a minimum number of parking spaces.

Potential Annual Emissions Reduction (metric tons)		
④ = less than 10,000	④④ = 10,000 - 100,000	④④④ = more than 100,000

## D. RENEWABLE ENERGY RESOURCES

### *Reduction Goal: 0.54 million metric tons of CO<sub>2</sub>*

The City and County shall support environmentally acceptable, sustainable energy sources such as solar, wind, geothermal, biomass, and small hydroelectric power plants and meet all growth in electricity demand since 1990 with new, zero-carbon dioxide sources of electricity.

Renewable energy resources offer a way to generate electricity with few or no greenhouse gas emissions. The cost of developing renewable resources such as wind, geothermal, solar heating, and photovoltaics continues to decrease. The State of Oregon offers tax credits and loans for development of renewable resources, and the 1992 National Energy Policy Act authorized federal tax credits for the production of solar, geothermal, and wind power.

PacifiCorp and Portland General Electric recently began offering customers the option of purchasing electricity from renewable sources, and in the near future customers will be able to choose from a variety of alternative sources of electricity. The City and County anticipate that future development of new renewable energy resources by PacifiCorp, PGE, other regional utilities, and private power producers will depend substantially on the customer-driven markets for these products.

### *2000 Renewable Energy Resources Progress Report*

Development of new renewable energy resources in the 1990s was very slow and fell far short of the pace needed to meet the goal established in the City's 1993 Carbon Dioxide Reduction Strategy. At that time, a target was established of 400 average megawatts of new renewable resources by 2010. To date, PacifiCorp and Portland General Electric have developed two major new wind projects, the Wyoming Wind Energy Project and the Vansycle Ridge Wind Farm. Together, these projects have a capacity of about 65 megawatts, of which Portland's share is about 10 megawatts. In early 2001 PacifiCorp announced plans for the 300-megawatt Stateline wind project, which will include about 200 megawatts in eastern Washington and 100 megawatts in eastern Oregon. The first units are expected to begin producing electricity by the end of 2001.

In 2000, both PGE and PacifiCorp introduced programs allowing all customers to sign up for green power. More than 3,000 customers have signed up for PGE's wind and salmon-friendly power programs, and over 1,000 Oregon customers have signed up for PacifiCorp's wind power program. The City of Portland and Multnomah County committed to purchase a total of one million kilowatt hours per year of renewable power for City and County facilities.

Greenhouse gas emissions reductions from new renewable resources are based on the emissions from a natural-gas fired, combined-cycle combustion turbine. Currently, combustion turbines are the conventional source of new electricity generation in the region.

**Objective**      **Acquire 170 average megawatts of new renewable energy resources by 2010.**

**Government Actions**

- 
- 2003      ① 1. Purchase 10 percent of City government electricity load from new renewable resources by 2003.
- 
- 2010      ②③ 2. Purchase 100 percent of City government electricity load from new renewable resources.
- ③ 3. Fully develop the generation potential of anaerobic digester gas produced at the City's wastewater treatment plant.
- ④ 4. Install solar, geothermal, and other renewable energy applications at appropriate City and County facilities.
- ③③③ 5. Explore cost-effective opportunities to invest directly in new larger-scale renewable projects like wind, photovoltaic, geothermal, and landfill gas systems.
- 

**Community Initiatives**

- 2003      ③③③ 1. Encourage residents and businesses to purchase at least 10 percent of their electricity from new renewable sources by promoting green power as a community ethic.
- ③③③ 2. Support the use of the electricity system benefits funding allocated to renewables to leverage the development of new renewable resources.
- 
- 2010      ③③ 3. Include renewable resource incentives or requirements in utility franchise agreements.
- ③③ 4. Promote a green-power purchase by aggregating public-sector entities.
- ④ 5. Support the deployment of small-scale renewable energy systems in mobile applications.
- ④ 6. Provide technical assistance to builders and developers to include solar water heaters and photovoltaics in rooftop and building-integrated systems.
- ④ 7. Support code revisions that facilitate low-cost interconnection of photovoltaic and other renewable electricity systems.
- ③③③ 8. Support legislation requiring 20 percent of all power sold to rate-regulated customers be from new renewable resources.
- 

Potential Annual Emissions Reduction (metric tons)

① = less than 10,000

②③ = 10,000 - 100,000

③③③ = more than 100,000

## E. WASTE REDUCTION AND RECYCLING

### ***Reduction Goal: 0.23 million metric tons of CO<sub>2</sub>***

The City and County shall promote solid waste management practices that reduce greenhouse gas emissions and promote community understanding of the relationship between solid waste reduction and global climate change.

#### **Principles for Reducing Emissions from Solid Waste**

1. Reduce the generation of solid waste, including source prevention and reduction in packaging and other excess materials.
2. Recover materials from the waste stream for direct reuse and remanufacture into new products.
3. Reuse products whenever possible.
4. Recycle materials whenever possible.
5. Purchase recycled-content products.

Reducing waste, reusing products and materials, and recycling reduce greenhouse gas emissions in three important ways. First, preventing waste at the source and reducing extraneous materials like packaging reduces the need for raw materials and energy throughout the lifecycle of manufacturing, transportation, reuse, and eventual disposal. Second, using recycled materials in manufacturing processes typically requires substantially less energy

than using virgin materials. Third, decreasing the amount of waste sent to landfills reduces emissions of methane, a landfill gas and potent greenhouse gas.

Greenhouse gas emissions reductions from solid waste management and recycling were calculated using a model developed by the U.S. Environmental Protection Agency. This model includes emissions from all phases of the

materials/waste cycle and therefore introduces the possibility of double counting some reductions. The energy that might be saved when a local manufacturer begins using a certain recovered material, for example, would be accounted for both by the E.P.A. model and in the decreased energy use at the facility. This scenario is unlikely to be a major source of error, however, and the advantage of using a national standard model makes it preferable to any alternative.

### ***2000 Waste Reduction and Recycling Progress Report***

The continued success of Portland-area recycling programs has led to an increase in the overall recovery rate in Portland from 47 percent in 1996 to 53.6 percent in 2000. This increase can be attributed to the comprehensive residential curbside collection of recyclable material and yard debris and to the commercial recycling requirements the City adopted in 1996.

In February 2001, *Waste News* reported that Portland's recycling rate was the highest of any of the 30 largest U.S. cities.

Despite the positive trends in the recovery rate, the quantity of waste landfilled continues to increase. Between 1999 and 2000, for example, the amount of solid waste generated in the Portland metropolitan area increased 48,000 tons.

**Objective**      **Achieve an overall solid waste recycling rate of 60 percent by 2005 and establish a new target for 2010.**

**Government Actions**

- 2003
- ① 1. Track waste disposal and recycling practices and quantities at all City and County facilities.
  - ① 2. Establish City and County policies to use recycled antifreeze, recycled latex paint, and paper with at least 30 percent post-consumer recycled-content paper. Investigate establishing standards for the purchase of additional recycled-content products.
  - ① 3. Evaluate purchasing printers and copiers with duplexing capacity and making duplexing the default setting.
  - ① 4. Seek approval to hire a County pollution-prevention specialist to reduce environmental and human health risks from air-, water-, and land-based pollutants.

- 2010
- ① 5. Continue to improve internal City and County waste prevention practices.
  - ① 6. Achieve a solid waste recovery rate of 60 percent at City and County facilities.
  - ① 7. Hire a City resource-conservation manager to reduce solid waste and the use of energy, water, and other resources at City facilities.
  - ① 8. Hold City and County agency managers directly responsible for resource-conservation practices in their agencies.
  - ① 9. Conduct employee awareness campaigns at the City, County, and other partner businesses and organizations.
  - ① 10. Require City and County contractors and vendors to document the use of recovered materials in their products and follow environmentally responsible solid waste management.
  - ① 11. Expand City and County recycling of asphalt and other street material.

**Community Initiatives**

- 2003
- ①① 1. Improve and expand curbside recycling and other residential recycling services.
  - ①① 2. Assist 150 local businesses in developing and implementing improved waste management practices, and continue to expand commercial recycling programs and services.

Potential Annual Emissions Reduction (metric tons)		
① = less than 10,000	①① = 10,000 - 100,000	①①① = more than 100,000

- 3.  Promote the continued development of the local building deconstruction and material salvage industries.
  - 4.  Encourage contractors to recycle street and other infrastructure materials.
  - 5.   Implement a commercial food-waste collection program.
  - 6.  Work with the Oregon Department of Environmental Quality and other jurisdictions to develop mechanisms to ensure extended product responsibility.
- 

2010

- 7.  Explore residential food waste-collection options.
  - 8.  Investigate opportunities for waste-recovery technologies.
  - 9.  Promote the reuse and recovery of electronic devices.
-

## F. FORESTRY AND CARBON OFFSETS

### *Reduction Goal: 0.31 million metric tons of CO<sub>2</sub>*

Trees can be an effective tool for sequestering carbon dioxide, a major greenhouse gas, and also have important benefits for stormwater management, urban temperature control, and water quality.

#### **Principles for Enhancing CO<sub>2</sub> Sequestration and Mitigation**

1. Achieve a net gain in the size, health, and diversity of local forests, encouraging native species wherever practical.
2. Plant the right tree in the right place to achieve the greatest functional benefit and longevity.
3. Ensure community understanding of and appreciation for forest both as a vital part of Portland's character and as a greenhouse gas-reduction strategy.
4. Pursue carbon-offset strategies to complement but not substitute for local emissions-reduction strategies.

Trees and vegetation remove carbon dioxide from the atmosphere through photosynthesis. They store carbon as woody vegetation and foliage and release carbon only when burned or oxidized. Middle-aged trees tend to grow quickly and assimilate carbon at a relatively high rate, while older trees grow more slowly but contain a much larger amount of stored carbon.

Oregon has considerable potential for tree planting. In its 1995 statewide global warming strategy, the Oregon Office of Energy estimated that about 700,000 acres of Oregon timberland could be replanted. This plan assumes that 50,000 acres will be replanted by locally owned businesses, governments, and other organizations.

#### ***2000 Forestry and Carbon Offsets Progress Report***

Portland made tremendous progress in tree planting during the 1990s. As part of its efforts to protect water quality, between 1996 and 2000 the City Bureau of Environmental Services planted over 600,000 trees and 200,000 shrubs. In addition, the Seed the Future Campaign run by the nonprofit organization Friends of Trees planted over 144,000 trees, shrubs, and seedlings over the same period.

In 1996, City Council adopted an ordinance regulating the cutting of trees on private property. In 1999 the City revised the zoning code to require most new residential construction projects either to preserve existing trees, plant new trees, or pay into a Tree Fund to provide resources for additional planting.

Another approach to reducing net emissions of greenhouse gases is to achieve emissions reductions in other localities. These reductions, called offsets, can take the form of energy-conservation programs, transportation efficiency initiatives, tree planting, forest preservation efforts, or any other activity that reduces net greenhouse gas emissions. By implementing actions that would not take place otherwise, the sponsor can claim credit for reducing greenhouse gas emissions.

**Objective 1 Support state-wide efforts to reforest un- and understocked timberland and reduce the use of non-sustainably harvested timber.**

**Government Actions**

- 2010  1. Adopt policies to restrict the purchase and use of non-sustainably harvested timber by City and County agencies.

**Community Initiatives**

- 2010    1. Support private, non-profit, and government efforts to reforest 50,000 acres of Oregon timberland.

**Objective 2 Promote local tree planting and preserve and improve maintenance of existing trees.**

**Government Actions**

- 2010   1. Plant 3,000 acres of trees.
-  2. Update the City Urban Forestry Department's inventory of the urban canopy to determine its current health and identify needs and priorities for future urban forest management.
-  3. Seek funding for urban forestry as a core component of the City's climate, air, and water infrastructure.
-  4. Document and, where possible, quantify the multiple benefits associated with Portland's urban canopy. Use this analysis to inform policy decisions and include this information in adult and child education programs.
-  5. Identify and promote the planting of tree species to accrue optimum benefits in the areas of carbon offsets, energy conservation, air quality, stormwater management, and habitat.
-  6. Explore tax deferral for County forestlands certified by the Forest Stewardship Council.
-  7. Implement best management practices for City and County urban landscaped areas and, where appropriate, seek certification.

Potential Annual Emissions Reduction (metric tons)		
 = less than 10,000	  = 10,000 - 100,000	   = more than 100,000

## Community Initiatives

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- 2010
- 1.  1. Improve development practices to limit destruction of trees and encourage planting of suitable trees.
  - 2.  2. Expand the urban forest and improve forest performance by maintaining trees carefully, eradicating invasive vegetation, and promoting trees that will perform well for a long period of time.
  - 3.  3. Forge partnerships with community cooperatives to organize tree-planting and maintenance events.
  - 4.  4. Improve community understanding of the role and value of the urban forest.
  - 5.  5. Secure increased funding for green infrastructure through partnerships and from businesses, residents, and organizations that benefit, either directly or indirectly, from tree planting.
  - 6.  6. Seek resolution to conflicting City, County, and State goals that impact urban forestry.
- 

**Objective 3** Actively partner with other communities and organizations to secure greenhouse gas emission offsets.

## Government Actions

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- 2010    1. Explore investing in carbon offsets and retire the credits to help meet the City and County's overall greenhouse gas-reduction goal.
- 

## Community Initiatives

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- 2010    1. Encourage residents, businesses, governments, schools, and institutions to invest in greenhouse gas-reducing projects to offset their personal or corporate greenhouse gas emissions.
-

## Appendix A: Local Government Actions

This appendix extracts all "Government Actions" from the City of Portland and Multnomah County's Local Action Plan on Global Warming. These activities are largely or entirely under the control of the City and/or County, and together they comprise the City and County's greenhouse gas emissions-reduction programs as corporate entities.

### A. POLICY, RESEARCH, AND EDUCATION

**Objective**      **Ensure that policy decisions at all levels—government, business, and individual—seek to reduce global warming impacts.**

- 2003
1. Compile and update an inventory of greenhouse gas emissions from City and County operations and track related solid waste, energy, economic, and environmental data.
  2. Educate employees and bureau managers about sustainability with a focus on specific operational changes that can be made to reduce greenhouse gas emissions. Require employee education on fuel efficient driving and reducing energy use at work.
- 2010
3. Review major policies and programs in the early stages of development to identify ways to reduce related greenhouse gas emissions.
  4. Integrate the goal and actions set out in this plan into future City and County policies.

#### How to Use This Plan

Each of the six elements of this plan includes one or more objectives. Within each objective, activities are identified as either "Government Actions" or "Community Initiatives." "Government Actions" address internal local government operations, while "Community Initiatives" are actions or policies that impact emissions arising from Portland residents, businesses, and institutions. While some of these activities include important roles for government, most actions require that the City and County be strategic partners, catalysts, or advocates, and the success of these initiatives depends on the involvement of a broad array of community partners.

The estimated potential emissions reduction from each action is indicated by the icon . Because estimating possible reductions involves many assumptions, the estimates here are intended to give a sense of the magnitude of the impact, rather than specific expectations. For this reason,  represents less than 10,000 metric tons of emissions reductions per year;  indicates between 10,000 and 100,000 metric tons per year; and  more than 100,000 metric tons per year. In the Policy, Research, and Education section, estimates are not included, since the expected reductions are indirect and therefore both difficult to measure and captured by other action items.

Finally, activities are categorized as targeted for completion either by 2003 or by 2010. Every two years the City and County will evaluate progress to date and identify a further set of actions to pursue in the following two years.

## B. ENERGY EFFICIENCY IN BUILDINGS

**Objective 1** Reduce greenhouse gas emissions from City of Portland and Multnomah County facilities to 10 percent below 1990 levels by 2010 through energy-efficiency measures.

- 2003
- ① 1. Invest in all energy-efficiency measures with simple paybacks of 10 years or less.
  - ① 2. Develop and adopt energy- and resource-efficient building standards for all City and County new construction and major renovation projects.
  - ① 3. Establish City and County policies to purchase ENERGY STAR® or equivalent products, when available, for any equipment that uses electricity, natural gas, or fuel oil.
  - ① 4. Require all City and County construction projects to exceed energy code by 20 percent on new construction and 10 percent on retrofits.
- 2010
- ① 5. Convert traffic signals to LED technologies.
  - ①① 6. Improve energy efficiency in City and County facilities by 10 percent.
  - ① 7. Invest in building commissioning for new City and County facilities and retrocommissioning for facilities larger than 25,000 square feet.
  - ① 8. Convert street lights and traffic signals to more efficient technologies as they become available.

## C. TRANSPORTATION, TELECOMMUNICATIONS, AND ACCESS

**Objective 1** Improve the quality, convenience, affordability, and awareness of walking, bicycling, teleworking, public transit, ridesharing, and vehicle sharing.

- 2003
- ① 1. Require City and County agencies to offer bus tickets to visitors who arrive by transit in any situation where the agency validates parking.
  - ① 2. Implement City and County policies to encourage transit whenever appropriate and to provide employees with transit tickets for travel on business.

Potential Annual Emissions Reduction (metric tons)

① = less than 10,000

①① = 10,000 - 100,000

①①① = more than 100,000

- 2010.
  - 3. Expand City and County transit-pass subsidy programs.
  - 4. Reduce per employee vehicle miles traveled in City and County administrative vehicles by 20 percent by 2010 by promoting teleconferencing and the availability of pedestrian, bicycle, transit, and rideshare options for employees on business.
  - 5. Promote City and County telework and flexible hours policies and provide education to agency managers to encourage consistent application of the policies. Enable 25 percent of City and County employees to telework or work compressed schedules to avoid commuting at least one day every two weeks.
  - 6. Expand the participation of City and County agencies in vehicle-sharing programs.

**Objective 3 Increase the use of highly fuel-efficient and alternative fuel engines in on-road and off-road vehicles as well as in stationary applications.**

- 2003
  - 1. Purchase a minimum of 25 City and five County hybrid gasoline-electric vehicles with fuel efficiency of at least 45 mpg.
  - 2. Educate all employees on fuel-efficient driving practices, such as avoiding unnecessary idling.
  - 3. Implement EPA's "Best Environmental Practices for Fleet Maintenance" in the County's Fleet Services Shop.
- 2010
  - 4. Increase the average fuel efficiency of passenger vehicles in the City and County motor pools to 35 mpg.

**D. RENEWABLE ENERGY RESOURCES**

**Objective Acquire 170 average megawatts of new renewable energy resources by 2010.**

- 2003
  - 1. Purchase 10 percent of City government electricity load from new renewable resources by 2003.
- 2010
  - 2. Purchase 100 percent of City government electricity load from new renewable resources.
  - 3. Fully develop the generation potential of anaerobic digester gas produced at the City's wastewater treatment plant.

Potential Annual Emissions Reduction (metric tons)  
 ☉ = less than 10,000      ☉☉ = 10,000 - 100,000      ☉☉☉ = more than 100,000

- ④ 4. Install solar, geothermal, and other renewable energy applications at appropriate City and County facilities.
- ④④④ 5. Explore cost-effective opportunities to invest directly in new larger-scale renewable projects like wind, photovoltaic, geothermal, and landfill gas systems.

## E. WASTE REDUCTION AND RECYCLING

**Objective**      **Achieve an overall solid waste recycling rate of 60 percent by 2005 and establish a new target for 2010.**

- |      |  |
|------|--|
| 2003 | <ul style="list-style-type: none"> <li>④ 1. Track waste disposal and recycling practices and quantities at all City and County facilities.</li> <li>④ 2. Establish City and County policies to use recycled antifreeze, recycled latex paint, and paper with at least 30 percent post-consumer recycled-content paper. Investigate establishing standards for the purchase of additional recycled-content products.</li> <li>④ 3. Evaluate purchasing printers and copiers with duplexing capacity and making duplexing the default setting.</li> <li>④ 4. Seek approval to hire a County pollution-prevention specialist to reduce environmental and human health risks from air-, water-, and land-based pollutants.</li> </ul>  |
| 2010 | <ul style="list-style-type: none"> <li>④ 5. Continue to improve internal City and County waste prevention practices.</li> <li>④ 6. Achieve a solid waste recovery rate of 60 percent at City and County facilities.</li> <li>④ 7. Hire a City resource-conservation manager to reduce solid waste and the use of energy, water, and other resources at City facilities.</li> <li>④ 8. Hold City and County agency managers directly responsible for resource-conservation practices in their agencies.</li> <li>④ 9. Conduct employee awareness campaigns at the City, County, and other partner businesses and organizations.</li> <li>④ 10. Require City and County contractors and vendors to document the use of recovered materials in their products and follow environmentally responsible solid waste management.</li> <li>④ 11. Expand City and County recycling of asphalt and other street material.</li> </ul> |

Potential Annual Emissions Reduction (metric tons)

④ = less than 10,000

④④ = 10,000 - 100,000

④④④ = more than 100,000

## F. FORESTRY AND CARBON OFFSETS

### Objective 1 Support state-wide efforts to reforest un- and understocked timberland and reduce the use of non-sustainably harvested timber.

- 2010  1. Adopt policies to restrict the purchase and use of non-sustainably harvested timber by City and County agencies.

### Objective 2 Promote local tree planting and preserve and improve maintenance of existing trees.

- 2010  1. Plant 3,000 acres of trees.
-  2. Update the City Urban Forestry Department's inventory of the urban canopy to determine its current health and identify needs and priorities for future urban forest management.
-  3. Seek funding for urban forestry as a core component of the City's climate, air, and water management infrastructure.
-  4. Document and, where possible, quantify the multiple benefits associated with Portland's urban canopy. Use this analysis to inform policy decisions and include this information in adult and child education programs.
-  5. Identify and promote the planting of tree species to accrue optimum benefits in the areas of carbon offsets, energy conservation, air quality, stormwater management, and habitat.
-  6. Explore tax deferral for County forestlands certified by the Forest Stewardship Council.
-  7. Implement best management practices for City and County urban landscaped areas and, where appropriate, seek certification.

### Objective 3 Actively partner with other communities and organizations to secure greenhouse gas emission offsets.

- 2010  1. Explore investing in carbon offsets and retire the credits to help meet the City and County's overall greenhouse gas reduction goal.

Potential Annual Emissions Reduction (metric tons)

 = less than 10,000

 = 10,000 - 100,000

 = more than 100,000



**MULTNOMAH  
COUNTY**





# Lisa Naito, Multnomah County Commissioner District 3

Suite 600, Multnomah Building  
501 SE Hawthorne Boulevard  
Portland, Oregon 97214

Phone: (503) 988-5217  
FAX: (503) 988-5262  
Email: [lisa.h.naito@co.multnomah.or.us](mailto:lisa.h.naito@co.multnomah.or.us)

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Commissioner Lisa Naito

DATE: April 19, 2001

RE: Recommendation to the Governor of Oregon and the 71st Oregon  
Legislative Assembly Supporting Proposed District Attorney Funding

1. Recommendation/Action Requested:

Approval of Resolution.

2. Background/Analysis:

Information received from the Association of Oregon Counties, Multnomah County District Attorney's Office and Multnomah County Budget and Quality Office.

3. Financial Impact:

Potential increase in funding for Multnomah County District Attorney's Office.

4. Legal Issues:

None.

5. Controversial Issues:

None, part of County's current legislative agenda.

6. Link to Current County Policies:

None.

7. Citizen Participation:

None.

8. Other Government Participation:

Contact with Oregon Association of Counties

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-053**

Recommendation to the Governor of Oregon and the 71st Oregon Legislative Assembly Supporting Proposed District Attorney Funding

**The Multnomah County Board of Commissioners Finds:**

- a. The voters of Multnomah County and Oregon have indicated that public safety is a high priority.
- b. Multnomah County has built a nationally recognized prosecutor's office that is at the forefront of innovative justice issues, focusing on meeting the needs of victims of crime and the citizens of Multnomah County.
- c. Support for the cost of prosecuting crimes by the State of Oregon has decreased by more than half in recent years, from 19 percent in 1974 to only 9 percent in 2000.
- d. Multnomah County and the Counties of Oregon have been funding the increased costs of prosecuting crimes by District Attorneys.
- e. The Multnomah County District Attorney's office anticipates a potential general fund loss of \$1,183,827 reducing eight key areas of prosecution including felony prosecutions in White Collar crimes, auto theft and drugs.
- f. The SB 6 Task Force, created in 1999 by the Oregon Legislature, recommends as a long term goal that prosecution costs be shared evenly, 50/50, between the State of Oregon and Oregon Counties.
- g. The SB 6 Task Force recommends, as an initial step, that the State of Oregon increase its share of funding District Attorney crime prosecuting expenses to \$20 million.
- h. Multnomah County and the Counties of Oregon believe that all parts of the Criminal Justice system need to be treated equally, and financially supported as a system.

**The Multnomah County Board of Commissioners Resolves:**

Multnomah County asks the Governor of Oregon and the 71st Oregon Legislative Assembly to provide the amount recommended by the SB 6 Task Force of \$20 million as the State of Oregon's initial share for the cost of prosecuting crimes.

ADOPTED this 26th day of April, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Bill Farver*

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By *Thomas Sponsler*  
Thomas Sponsler, County Attorney