

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 806

An ordinance ratifying and amending the Intergovernmental Agreement with the City of Portland for the Regional Drug Initiative and declaring an emergency.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS

A. The Board of County Commissioners authorized an Intergovernmental Agreement with the City of Portland for the Regional Drug Initiative (RDI) in October, 1993.

B. The Secretary of State's Office has advised that clarification is necessary regarding restrictions and distribution of assets upon dissolution of RDI.

C. The proposed amendment to the Intergovernmental Agreement (Exhibit A to this ordinance) restates the original, adds Section 1.4 regarding restrictions and replaces Section 6.2.2 to clarify distribution of assets.

SECTION 2. ADOPTION OF AMENDMENT AGREEMENT

A. The Board of County Commissioners adopts the Intergovernmental Agreement set forth in Exhibit A to this ordinance.

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MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

1 SECTION 3. EMERGENCY

2 This Ordinance, being necessary for the health, safety, and
3 welfare of the people of Multnomah County, an emergency is
4 declared, in that there should be no disruption to the operation of
5 the RDI; the City has enacted an Emergency Ordinance approving
6 these amendments. The Ordinance shall take effect upon its
7 execution by the County Chair, pursuant to Section 5.50 of the
8 Charter of Multnomah County.

9
10 ADOPTED this 1st day of December, 1994, being
11 the date of its First reading before the Board of County
12 Commissioners of Multnomah County, Oregon.



13
14 *Beverly Stein*
15 _____
16 Beverly Stein, Chair
17 Multnomah County, Oregon

18 By *Laurence Kressel*
19 _____
20 Laurence Kressel, County Counsel
21 For Multnomah County, Oregon

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MULTNOMAH COUNTY, OREGON
CITY OF PORTLAND
INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Multnomah County, Oregon, hereinafter "COUNTY" and the City of Portland, hereinafter "CITY" pursuant to the authority of ORS Chapter 190.

I. RECITALS

The parties recognize the following reasons for entering into this agreement:

- A. Cooperative efforts of a community consortium to combat drug abuse have been underway since 1987 as an informal organization under the name "Regional Drug Initiative (RDI)." The purpose of this Agreement is to make these efforts permanent and give them a formal structure.
- B. The Regional Drug Initiative has been governed by a Task Force, the present members of which are attached as Exhibit A. For times prior to the effective date hereof, the term "Task Force" refers to the body that has been managing the consortium efforts of Regional Drug Initiative; for times after the effective date hereof, the term "Task Force" refers to the Task Force described in Section 2.1 below.
- C. On January 15, 1993, the Task Force directed an analysis of the legal structure of RDI. On April 16, 1993, based on recommendations from a special work group appointed by the Executive Committee, the Task Force approved the development of an intergovernmental agreement to create a new entity. On June 25, 1993, the Executive Committee of the Task Force recommended approval of this Agreement to the Task Force, which approved this Agreement on July 16, 1993.
- D. This Agreement is entered into by the City of Portland, Oregon, a municipal corporation in the State of Oregon ("City"), and Multnomah County, Oregon, a political subdivision of the State of Oregon ("County").
- E. The City enters into this Agreement pursuant to the authority granted by Section 2-105(a)(4) of its city charter and ORS 190.010(5). The County enters into this Agreement pursuant to the authority granted by Section 2.10 of its charter and ORS 190.010(5).
- F. City, County and RDI are sometimes referred to herein as the "Parties." The Parties intend by this Agreement to create an intergovernmental organization that is a legal

entity pursuant to ORS 190.010(5), referred to herein as the "Entity." The terms "Regional Drug Initiative" and "RDI" refer herein to the organization described in Recital A, for times prior to the effective date hereof, and to the Entity, for times at and after the effective date hereof.

AGREEMENT

1. GENERAL

1.1 Name and Duration. The name of the Entity shall be "Regional Drug Initiative" and its duration shall be perpetual.

1.2 Purpose and Mission. The purpose and mission of the Entity shall be to foster the community actions, social attitudes and individual behaviors which will establish a community free from alcohol or other drug problems.

1.3 Statutes applicable.

1.3.1 The Entity shall be governed by the provisions that govern public benefit corporations without members created under the Oregon Nonprofit Corporation Act, ORS Chapter 61, or successor statute ("Nonprofit Corporation Act"), except as otherwise provided herein or in the Bylaws of the Entity or as specifically required by law.

1.3.2 Except as required by law, the Bylaws of the Entity may specify whether the public meetings law, public records law, public bidding law, and other laws governing public entities apply to the Entity.

1.4 Restrictions. No part of the net earnings of the Entity shall inure to the benefit of, or be distributable to the Task Force, Executive Committee, officers, or other private persons, except that the Entity shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.2 hereof.

2. GOVERNANCE

2.1 Task Force.

2.1.1 The Task Force of the Entity shall have the authority of, and shall be governed by the procedures applicable to, a board of directors under the Nonprofit Corporation Act.

2.1.2 The Bylaws of the Entity may contain provisions governing the maximum and minimum size of, membership on, nomination for, election to, term of, vacancies in, removal from, and meetings of the Task Force.

2.2 Executive Committee.

2.2.1 The Entity shall have an Executive Committee which may act for the Task Force, subject to any limitations which the Bylaws may impose. The Executive Committee of the Entity shall be governed by the provisions of the Nonprofit Corporation Act that apply to a "committee of the board."

2.2.2 The Bylaws of the Entity may contain provisions governing the size of, membership on, nomination for, election to, term of, vacancies in, removal from, and meetings of the Executive Committee.

2.3 Bylaws. The Entity shall have Bylaws which the Task Force shall adopt.

3. FINANCIAL MATTERS

3.1 Fiscal Agent. The City shall act as fiscal agent for RDI. The terms of such fiscal agency may be specified by the provisions of any contract or trust agreement into which the City and RDI enter from time to time or of the restrictions attached by any grantor or donor to any contribution which the City receives on behalf of RDI. RDI and not the City shall be considered the owner of any assets of RDI, including accounts for which the City acts as fiscal agent. RDI may compensate the City for the reasonable cost of services rendered in connection with such fiscal agency. All payments on behalf of RDI shall be disbursed in accordance with City policies.

3.2 Contributions of the Parties Subject to the Availability of Funds. The City and County each may make an annual contribution to RDI. However, nothing in this Agreement shall obligate either the City or the County to make such contribution. Contributions are subject to the availability of funds.

3.3 Contracting for Services. RDI may contract with the City, the County or any other person for such services as RDI finds necessary or desirable.

4. LIABILITIES

4.1 Indemnification by RDI.

4.1.1 RDI shall indemnify and hold harmless its Task Force, its committee members, its officers, its employees, its agents pursuant to contract expressly providing for indemnification, the City and the County, all to the extent permitted of a nonprofit corporation under the Nonprofit Corporation Act. Such indemnification shall include acts on behalf of RDI that occurred before the Entity was created.

4.1.2 Except as specified otherwise in the Bylaws, any indemnification by RDI shall follow the procedures of the Nonprofit Corporation Act.

4.2 City and County Responsibility For Liabilities. Except for actions of agents of the City or County, including actions by the City as fiscal agent of RDI or by the City or County as contractor furnishing services to RDI, neither the City nor the County shall have any responsibility for any liabilities of RDI. RDI shall not be considered an agent of the City or County.

4.3 Tort Claims Act. The Parties intend that the Entity shall be a "public body" within the meaning of ORS 30.260(4) or successor statute and shall be subject to and have the benefit of the Oregon Tort Claims Act, ORS 30.260 to 30.300 or successor statute.

4.4 Insurance. The Entity shall purchase such liability insurance as is reasonably available from time to time.

5. TRANSITIONAL MATTERS

5.1 RDI as Successor Entity. The informal organization known as Regional Drug Initiative is hereby abolished, and the new formal Entity (which shall continue to be called the Regional Drug Initiative) is hereby created as the successor thereto.

5.2 Assets and Liabilities. The title to all property of RDI shall vest in the Entity without reversion or impairment, subject to any and all conditions to which the property was subject prior to the effective date hereof. Any bequest, devise, gift, grant or promise contained in a will or other instrument of donation, subscription or conveyance, which was made to RDI and which takes effect or remains payable after the effective date hereof inures to the Entity unless the will or other instrument otherwise specifically provides. The Entity assumes all the liabilities and obligations of Regional Drug Initiative prior to the effective date hereof.

5.3 Task Force, Executive Committee and Officers. The initial Task Force shall be the individuals designated in Exhibit A hereto. The initial officers and Executive Committee shall be the individuals designated in Exhibit B hereto.

5.4 Committees. The initial members of the committees of the Entity other than the Executive Committee shall be the individuals composing those committees on effective the date hereof.

5.5 Assignment of Lease and Contracts. The rights and obligations of RDI under RDI's lease for office space, RDI's contract with the County for employees and automobile services, and any other leases or contracts shall be assigned to and assumed by the Entity.

5.6 Fiscal Agent.

5.6.1 The City shall assign to the Entity all assets, liabilities, accounts, budgets and other items previously administered by the City as fiscal agent for RDI.

5.6.2 Notwithstanding the actual effective date of this Agreement, the City shall prepare an opening financial statement and list of assets and liabilities of the Entity as of July 1, 1993.

5.7 Effectiveness. This Agreement is effective immediately upon execution and delivery by the City, County and RDI. Execution and delivery on behalf of RDI may be performed by any officer of RDI following approval of this Agreement by the Task Force.

6. AMENDMENT, TERMINATION AND DISSOLUTION

6.1 Amendment.

6.1.1 This Agreement may be amended through a writing which states that it is an amendment hereto and which is executed and delivered on behalf of the City, the County and RDI under authority of its Task Force.

6.1.2 The Bylaws may be amended by the Task Force.

6.2 Termination and Dissolution.

6.2.1 This Agreement may be terminated or the Entity dissolved at any time by notice delivered on behalf of the City, County or Task Force. Termination of this Agreement without substitution of any successor agreement shall dissolve the Entity.

6.2.2 If the Entity is dissolved, its affairs shall be liquidated pursuant to the provisions of the Nonprofit Corporation Act. Upon dissolution or final liquidation, after payment or provision for payment of all liabilities and obligations of the Entity, the remaining assets of the Entity shall be distributed to the City and County.

7. MISCELLANEOUS.

7.1 Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purpose.

7.2 Notices. All written notices under this Agreement shall be sent to the following addresses:

CITY:

Office of the Mayor
City Hall
1220 SW Fifth
Portland, Oregon 97204

COUNTY:

Multnomah County Alcohol & Drug Program Manager
426 SW Stark, 6th Floor
Portland, Oregon 97204

REGIONAL DRUG INITIATIVE:

Regional Drug Initiative
522 NW Fifth Avenue, Suite 1310
Portland, OR 97294
Attention: Executive Director

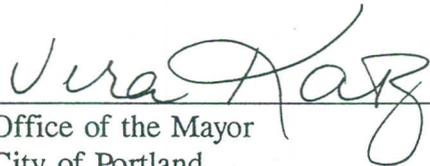
Either Party may change such address for notices by notice to the other Parties.

7.3 Severability. If any provision of this Agreement is illegal or unenforceable, the remaining provisions shall be given effect.

7.4 Integration. This Agreement is the entire agreement of the Parties relating to the subject matter hereof.

IN WITNESS hereof, each Party has caused this Agreement to be executed and delivered by its duly authorized representative.

CITY OF PORTLAND, OREGON


Office of the Mayor
City of Portland

Date: 12-12-94

REVIEWED:

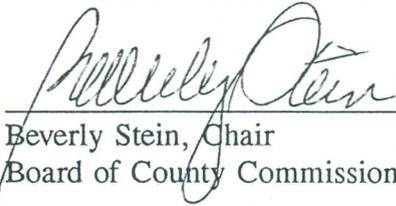
Jeffrey Rogers,
City Counsel

APPROVED AS TO FORM

By: 

CITY ATTORNEY *JPR*
Date: 8/24/94

MULTNOMAH COUNTY


Beverly Stein, Chair
Board of County Commissioners

Date: 12-1-94

REVIEWED:

Laurence Kressel,
County Counsel

By: 

Date: 10/19/94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 12-1-94

BOARD CLERK

REGIONAL DRUG INITIATIVE



John Trachtenberg
Vice Chair

Date: DECEMBER 19, 1994

REVIEWED:

Lane Powell Spears Lubersky

By: _____

Date: _____

SUBSTITUTE

ORDINANCE No. 168066

* Amend Intergovernmental Agreement with Multnomah County for the
Regional Drug Initiative (Ordinance; amend Ordinance No. 166965)

The City of Portland ordains:

Section 1. The Council finds:

1. The Council authorized an Intergovernmental Agreement with Multnomah County for the Regional Drug Initiative by Ordinance No. 166965 on September 22, 1993.

2. The Secretary of State's Office has advised that clarification is necessary regarding restrictions and distribution of assets upon dissolution of RDI.

3. The proposed amendment to the Intergovernmental Agreement adds Section 1.4 regarding restrictions and replaces Section 6.2.2 to clarify distribution of assets.

NOW THEREFORE, the Council directs:

a. The Mayor and the Auditor to execute the Intergovernmental Agreement set forth in Exhibit A to this ordinance which amends by substitution the Intergovernmental Agreement authorized by Ordinance No. 166965. This amendment to be retroactive to September 22, 1993.

Section 2. The Council declares that an emergency exists in that it is necessary that there be no interruption of RDI's activities; therefore, this ordinance shall be in full force and effect from and after its passage.

Passed by the Council, **AUG 31 1994**

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